

September 9, 2025

A Regular Meeting of the Piscataway Township Council was held on September 9, 2025 at the Piscataway Municipal Building, 455 Hoes Lane, Piscataway, New Jersey. The meeting was called to order by Council President Espinosa at 7:00 p.m.

Council President Espinosa made the following Statement, in compliance with the Open Public Meetings Act: Adequate notice of this meeting has been provided as required under Chapter 231, P.L. 1975, specifying the time, date, location, login, or dial-in information, and, to the extent known, the agenda by posting a copy of the notice on the Municipal Building, Municipal Court and the two Municipal Library Bulletin Boards, Municipal Website, providing a copy to the official newspapers of the Township and by filing a copy in the office of the Township Clerk in accordance with a certification by the Clerk which will be entered in the minutes.

There will be public comment periods for both remote and in person attendees separately. Each member of the public shall only have one opportunity to speak during each public portion. As the technology does not allow us to know if there are multiple callers on an individual phone line or logged in user account, we ask that if you wish to speak, that you login in or dial in separately so that we can recognize you as a separate individual.

Should you have any further comments or questions, the Township Council is always available by email and phone, and you can always call the Mayor's office during normal operating hours.

On roll call, there were present: Councilmembers Carmichael, Leibowitz, Lombardi, Rashid, Uhrin, & Espinosa.

Council President Espinosa led the salute to the flag.

Council President Espinosa opened the meeting to the remote attendees for comments regarding the Consent Agenda items.

There being no comments, this portion of the meeting was closed to the public.

Council President Espinosa opened the meeting to the in person attendees for comments regarding the Consent Agenda items.

Staci Berger, 233 Ellis Parkway, asked for clarification on item 10b.

Business Administrator Paula Cozzarelli responded with the relevant information.

Curtis Grubbs, 1750 W 3<sup>rd</sup> St, asked for more details regarding items 10e.

Mayor Wahler responded with the relevant information.

There being no further comments, this portion of the meeting was closed to the public.

The Clerk read for SECOND READING the following ORDINANCE:  
ORDINANCE TO AMEND AND SUPPLEMENT THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF PISCATAWAY, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AMENDING CHAPTER XXXII (32), STORMWATER MANAGEMENT AND CONTROL, ARTICLES 2, 3, AND 4, STORMWATER MANAGEMENT, PRIVATE STORM DRAIN INLET RETROFITTING, AND PRIVATELY OWNED SALT STORAGE

WHEREAS, the Mayor and Township Council of the Township of Piscataway, Middlesex County, finds it in the best interest of the public to amend Chapter XXXII, Stormwater Management and Control, Articles 2, 3, and 4, Stormwater Management, Private Storm Drain Inlet Retrofitting and Privately Owned Salt Storage; and

BE IT THEREFORE ORDAINED by the Township Council of the Township of Piscataway, County of Middlesex, State of New Jersey, that Chapter XXXII, Stormwater Management and Control, Article 2, 3, and 4, Stormwater Management, Private Storm Drain Inlet Retrofitting and Privately-Owned Salt Storage, of the Revised General Ordinances of the Township of Piscataway are hereby amended with additions shown in italics and deletions shown in brackets as follows:

CHAPTER 32 STORMWATER MANAGEMENT AND CONTROL

\* \* \*

Article II Stormwater Management  
32-4 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.

\* \* \*

c. Applicability.

- 1. This ordinance shall be applicable to the following major developments:
  - a) Non-residential major developments [and redevelopment projects]; and
  - b) Aspects of residential major developments and redevelopment projects that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
- 2. This article shall also be applicable to all major developments undertaken by the Township of Piscataway.
- 3. An application required by ordinance for approval pursuant to C.1 above that has been submitted on or after March 2, 2021, but prior to August 12, 2025, shall be subject to the stormwater management requirements in effect on August 11, 2025. [Applicability of this article to major developments shall comply with last amended N.J.A.C. 7:8-1.6, incorporated herein by reference.]
- 4. Notwithstanding any rule to the contrary, a major development for any public roadway or railroad project conducted by a public transportation entity that has determined a preferred alternative or reached an equivalent milestone before July 17, 2023, shall be subject to the stormwater management requirements in effect prior to July 17, 2023.

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32-5 DEFINITIONS

CAFRA CENTERS, CORES OR NODES. Means those areas within boundaries accepted by the Department pursuant to N.J.A.C. 7:7-13.16 [7:8E-5B].

CAFRA PLANNING MAP. Means the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS). [geographic depiction of the boundaries for coastal Planning Areas, CAFRA centers, CAFRA Cores and CAFRA Nodes pursuant to N.J.A.C. 7:7E-5B.3.]

\* \* \*

COUNTY REVIEW AGENCY. Means an agency designated by the County Commissioners [Board of Chosen Freeholders] to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

\* \* \*

EMPOWERMENT NEIGHBORHOODS. Means neighborhoods designated by the Urban Coordinating Council "in consultation and conjunction with" the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

\* \* \*

[GREEN ROOF. Means a roof or portion of a roof that is covered with vegetation and a growing medium over a waterproofing membrane. May also include a root barrier and drainage and irrigation systems. Plants maintained in pots or other containers shall not be considered green roofs. The term Green Roof is included in the definition of Green Infrastructure.]

\* \* \*

MAJOR DEVELOPMENT.

\* \* \*

- c. The creation of one-quarter acre or more of "regulated motor vehicle surface" since March 2, 2021; or

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### 32-6 DESIGN AND PERFORMANCE STANDARDS FOR STORMWATER MANAGEMENT MEASURES

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- a. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
  - 1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90. [and 16:25A.]

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### 32-7 STORMWATER REQUIREMENTS FOR MAJOR DEVELOPMENTS

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- p. Groundwater Recharge Standards

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- 2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at § 32-8; either:

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- (b) Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the projected two-year storm, as defined and determined pursuant to Section 32-8 of this ordinance is infiltrated.

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- 4. The following types of stormwater shall not be recharged:

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

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- r. Stormwater Runoff Quality Standards

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- 2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at § 32-8, complete one of the following:

- (a) Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the current and projected two-, ten-, and 100-year storm events, as defined and determined in Section 32-8, respectively of this ordinance, do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
- (b) Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the current and projected two-, ten- and 100-year storm events, and that the increased volume or change in timing of stormwater runoff will not increase flood damage at

or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;

- (c) Design stormwater management measures so that the post-construction peak runoff rates for the current and projected two-, ten- and 100-year storm events are 50%, 75% and 80%, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or

\* \* \*

### 32-8 Calculation of Stormwater Runoff And Groundwater Recharge

- a. Stormwater runoff shall be calculated in accordance with the following:
  - 1. The design engineer shall calculate runoff using the following method:
    - a) The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in Technical Release 55 - Urban Hydrology for Small Watersheds (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at: <https://www.nrcs.usda.gov/Internet/FSEDOCUMENTS/stelprdb1044171.pdf> for at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873.
  - 2. For the purpose of calculating [runoff coefficients] curve numbers and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "[runoff coefficient] curve number" applies to [both] the NRCS methodology above at § 32-8a1(a) [and the Rational and Modified Rational Methods at § 32-8a2(b)]. A runoff coefficient] curve number or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover [have] has existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

\* \* \*

- c. The precipitation depths of the current two-, ten-, and 100-year storm events shall be determined by multiplying the values determined in accordance with paragraph c1 and 2 below:
  - 1. The applicant shall utilize the National Oceanographic and Atmospheric Administration (NOAA), National Weather Service's Atlas 14 Point Precipitation Frequency Estimates: NJ, in accordance with the location(s) of the drainage area(s) of the site. This data is available at [https://hdsc.nws.noaa.gov/hdsc/pfds/pfds\\_map\\_cont.html?bkmrk=nj](https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=nj); and

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

\* \* \*

32-9 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:  
[<http://www.nj.gov/dep/stormwater/bmpmanual2.htm>.]  
<https://dep.nj.gov/stormwater/bmp-manual/>.

\* \* \*

32-11 Safety Standards for Stormwater Management Basins

- a. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management basins BMPs. 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.]

\* \* \*

- c. Requirements for Trash Racks, Overflow Grates and Escape Provisions.

\* \* \*

- 2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:

\* \* \*

- (b) The overflow grate spacing shall be no greater [less] than two inches across the smallest dimension.

\* \* \*

32-13 Maintenance and Repair.

\* \* \*

- b. General Maintenance.

\* \* \*

- 7. The person responsible for maintenance identified under § 32-13b3 above shall perform all of the following requirements:

\* \* \*

- [(d) Post a two-year maintenance guarantee in accordance with N.J.S.A. 40:55D-53.]

\* \* \*

Article III Private Storm Drain Inlet Retrofitting

32-18 PURPOSE

The purpose of this article is to require retrofitting of existing storm drain inlets which are in direct contact with repaving, repairing, reconstruction, or resurfacing or alterations of facilities on private property, to prevent the discharge of solids and floatables (such as plastic bottles, cans, food wrappers and other litter) to the municipal separate storm sewer system(s) operated by the Township of Piscataway so as to -protect the environment, public health, safety and welfare, and to prescribe penalties for failure to comply. Installation of all new storm drain inlets must include a catch basin or other BMP designed for solids collection in areas which drain to surface waters and that do not have any other downstream BMPS prior to the surface water discharge.

32-18.1 Word Usage; Definitions

- a. For the purpose of this article, the following terms, phrases, words and their derivations shall have the meanings stated herein, unless their use in the text of this article clearly demonstrates a different meaning. When [not in]consistent with the context, words used in the present tense include the future, words 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.

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

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**STORM DRAIN INLET**

Means the point of entry into the storm sewer system. [an opening in a storm drain used to collect stormwater runoff and includes, but is not limited to, a grate inlet, curb-opening inlet, slotted inlet, and combination inlet.]

**[WATERS OF THE STATE]**

[Means the ocean and its estuaries, all springs, streams and bodies of water or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.]

**32-19 [MEETING DESIGN STANDARD REQUIRED] REGULATED ACTIVITIES**

1. No person in control of private property (except a residential lot with one single-family house) shall authorize the repaving, repairing (excluding the repair of individual potholes), resurfacing (including top coating or chip sealing with asphalt emulsion or a thin base of hot bitumen), reconstruction or altering any surface that is in direct contact with an existing storm drain inlet on that property unless the storm drain inlet either:
  - a. Already meets the design standard below to control passage of solid and floatable materials; or
  - b. Is retrofitted or replaced to meet the standard in § 32-20 below prior to completion of the project.
2. The below design standard applies to the following types of storm drain inlet retrofit projects unless a more stringent standard is specified by the municipality's Stormwater Control Ordinance:
  - a. Privately-owned or operated storm drain inlets (e.g., condominium association) must be retrofitted where the storm drains are:
    - i. In direct contact with any repaving, repairing (excluding individual pothole repair), or resurfacing (including top coating or chip sealing with asphalt emulsion or a thin base of hot bitumen); or
    - ii. In direct contact with any reconstruction or alteration of facilities. This does not include single family homes.
3. Grates in pavement or other ground surfaces shall meet either of the following standards:
  - a. The New Jersey Department of Transportation (NJDOT) bicycle safe grate standards described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines (see [www.state.nj.us/transportation/about/publicat/pdf/BikeComp/introtofac.pdf](http://www.state.nj.us/transportation/about/publicat/pdf/BikeComp/introtofac.pdf)); or
  - b. A grate where each individual clear space in that grate has an area of no more than seven (7.0) square inches or is not 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.
    - i. Examples of grates subject to this standard include grates in grate inlets; the grate portion (noncurb opening portion) of combination inlets; grates on storm sewer manholes; ditch grates; trench grates; and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads, (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater basin floors used to collect stormwater from the surface into a storm drain or surface water body.
    - ii. For curb-openings inlets, including curb-opening inlets in combination inlets, the clear space in the 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.

### 32-20 [DESIGN STANDARD ESTABLISHED] EXEMPTIONS

[Storm drain inlets identified in § 32-19 above shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this section, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exceptions to this standard, see paragraph c below.]

- a. [Grates.]
  1. [Design engineers shall use either 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 the 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 (April 1996); or]
    - (b) [A different grate, if each individual clear space in that grate has an area of no more than 7.0 square inches, or is no greater than 0.5 inch access the smallest dimension.]
  2. [Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, and grates of spaces bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater basin floors.]
- b. [Whenever design engineers use a curb-opening inlet, the clear space in that curb opening (or each individual clear spare, if the curb opening has two or more clear spaces) shall have an area of no more than 7.0 square inches, or be no greater than 2.0 inches across the smallest dimension.]

[This standard does not] The following exemptions from the design standard apply:

1. Where each individual clear space in the curb opening in existing curb-opening inlets does not have an area of more than 9.0 square inches;
- [1]2. Where the municipal engineer [agrees] determines that this standard would cause inadequate hydraulic performance that could not be practicably overcome by using additional or larger storm drain inlets that meet these standards.
- [2]3. Where flows are conveyed through any device (e.g., end-of-pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum to prevent delivery of all solid and floatable materials that could not pass through one of the following:
  - (a) A rectangular space 4 5/8 inches long and 1 1/2 inches wide (this option does not apply to outfall netting facilities); or
  - (b) A bar screen having a bar spacing of 0.5 inch.
    - a. 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).

[3]4. Where flows are conveyed through a trash rack that has parallel bars with one inch spacing between the bars, to the elevation of the water quality design storm as specified in N.J.A.C. 7:8; or

[4]5. 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.

\* \* \*

### 32-22 VIOLATIONS AND PENALTIES

[Any provision violating any provisions of this [article] Chapter 32 shall be subject to a fine in a minimum amount of \$100 or imprisonment in the county jail for a term not to exceed 90 days, or both, or community service as ordered by the court, which shall not reduce the fine imposed by more than 50%. Each and every violation of this article, or each day that the provisions of this article are violated, shall be construed as a separate and distinct violation thereof.] Any person(s) who is found to be in violation of the provisions of Article III of this Chapter shall be subject to a fine in a minimum amount of

\$100, not to exceed \$400, for each storm drain inlet that is not retrofitted to meet the design standard. Each day that the provisions of this article are violated shall be construed as a separate and distinct violation thereof.

\* \* \*

BE IT FURTHER ORDAINED that if any article, 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 and they shall remain in full force and effect, and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all other ordinances in conflict or inconsistent with this ordinance are hereby repealed, to the extent of such conflict or inconsistency. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Ordinances of the Township are hereby ratified and confirmed, except where inconsistent with the terms hereof.

This Ordinance shall take effect immediately upon second reading, final passage and publication as required by law.

Council President Espinosa opened the meeting to remote attendees for comments.

There being no comments, the public portion was closed.

Council President Espinosa opened the meeting to in person attendees for comments.

There being no comments, the public portion was closed.

RESOLUTION offered by Councilmember Lombardi, seconded by Councilmember Uhrin, BE IT RESOLVED, by the Township Council of Piscataway Township, New Jersey, that AN ORDINANCE ENTITLED: ORDINANCE TO AMEND AND SUPPLEMENT THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF PISCATAWAY, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AMENDING CHAPTER XXXII (32), STORMWATER MANGEMENT AND CONTROL, ARTICLES 2, 3, AND 4, STORMWATER MANAGEMENT, PRIVATE STORM DRAIN INLET RETROFITTING, AND PRIVATELY OWNED SALT STORAGE

was introduced on the 22nd day of July 2025 and had passed the first reading and was published on the 20th day of August 2025.

NOW, THEREFORE, BE IT RESOLVED, that the aforesaid Ordinance, having had a second reading on September 9, 2025, be adopted, passed, and after passage, be published, together with a notice of the date of passage or approval, in the official newspaper.

BE IT FURTHER RESOLVED that this Ordinance shall be assigned No. 2025-19.

On roll call vote: Councilmembers Carmichael, Leibowitz, Lombardi, Rashid, Uhrin, & Espinosa answered yes.

The Clerk read for SECOND READING the following ORDINANCE: ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF PISCATAWAY, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AMENDING CHAPTER IV (4) LICENSING AND BUSINESS REGULATIONS, SECTION 12, ROTATING VEHICLE TOWING/WRECKER SERVICES FOR TOWNSHIP POLICE

WHEREAS, the Mayor and Township Council of the Township of Piscataway, Middlesex County, find it in the best interest of the public to amend Chapter IV, Licensing and Business Regulations, Section 12, Rotating Vehicle Towing/Wrecker Services for Township Police, of the Revised General Ordinances of the Township of Piscataway regarding the revision and addition of certain definitions, requirements and duties for wrecker/towing services, and vehicle release policy regulations; and

BE IT THEREFORE ORDAINED by the Township Council of the Township of Piscataway, County of Middlesex, State of New Jersey, that Chapter IV, Licensing and Business Regulations, Section 12, Rotating Vehicle Towing/Wrecker Services for Township Police, of the Revised General Ordinances of the Township of Piscataway are hereby amended with additions shown in italics and deletions in brackets with text as follows:

CHAPTER IV LICENSING AND BUSINESS REGULATIONS  
SECTION 4-12 ROTATING VEHICLE TOWING/WRECKER SERVICES FOR TOWNSHIP

4.12.1 Definitions.

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ABANDONED VEHICLE

Any vehicle partially dismantled or not readily capable of operation under its own power, not currently licensed, wrecked, or junked. It shall also mean any vehicle whose owner has terminated the use and care of the vehicle, and has indicated by his words or actions an intent to leave it and no longer claim ownership of it. An abandoned shall also include vehicles left in any place within the Township for a period of time and under circumstances which cause the vehicle to appear abandoned.

CONTAINER

Shall include dumpsters of all types, portable storage units, and shipping containers.

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[DAY RATE]

[Shall apply when the towing services are required and the time of the call for service is between 6:00 a.m. and 6:00 p.m., Monday through Friday, except on New Jersey State holidays. (Ord. No. 2017-36)]

DECOUPLING

Pursuant to N.J.A.C. 13:45A-31.2 of the rules of the State Division of Consumer Affairs, "decoupling" means releasing a motor vehicle to its owner or operator when the motor vehicle has been, or is about to be, hooked to or lifted by a tow truck, but prior to the motor vehicle actually having been moved or removed from the property.

DISABLED VEHICLE

Shall mean a [passenger car, lightweight truck, motorcycle, ATV or motor driven cycle] vehicle unable to safely operate under its own power.

LIGHT DUTY TOWING

Shall mean all vehicles less than [12,500 pounds] 10,001 pounds GVWR, including [pickup trucks, utility vehicles], motorcycles, ATVs, and trailers.

MEDIUM DUTY TOWING

Shall mean all vehicles more than 10,000 pounds GVWR, but less than 16,000 pounds GVWR including commercial vehicles and trailers.

HEAVY DUTY TOWING

Shall mean all vehicles more than 16,000 GVWR pounds, including commercial vehicles and trailers.

MOTOR VEHICLE ACCIDENT

Shall mean an occurrence in which a [passenger automobile, light truck, motorcycle, ATV or motor driven cycle] vehicle comes in contact with any other object or vehicle, or that is damaged by vandalism or fire while in operation, for which [the passenger automobile, light truck, motorcycle, ATV or motor driven cycle] it must be towed or removed for placement in a storage facility.

[NIGHT, WEEKENDS AND HOLIDAY RATE]

[Shall apply when towing services are required at the scene of an incident at times not stated in the definition of "day rate."]

OPERATOR

Shall mean [and include] the owner, agent or permissive user of the vehicle.

OUTSIDE SECURED

Shall mean [an automotive] a vehicle storage facility that is not indoors and is secured by a fence, wall or man-made barrier that is at least six feet high. Such facilities shall be equipped with, and required to use, a functioning surveillance system.

[OUTSIDE UNSECURED]

[Shall mean a vehicle storage facility that is not indoors and is not secured by a fence, wall or other man-made barrier, and all other storage facilities not defined in this section as inside or outside secured.]

\*\*\*

TOWNSHIP

The Township of Piscataway

\*\*\*

WRECKER/[TOW VEHICLE]

Shall mean a vehicle used for the purpose of towing, transporting or otherwise removing any and all kinds of vehicles which are disabled, to include light duty, medium duty, and heavy duty applications.

VEHICLE

Shall mean any passenger automobile, truck, motorcycle, ATV, motor driven cycle, construction equipment, container, or trailer.

4.12.2 Expiration of Approval.

All approvals issued under this section shall expire on December 31, of the second calendar year following the approval, or until such time as the approval of licenses for the [next] second calendar year is completed, next succeeding the date of issue unless sooner suspended or revoked as hereinafter provided.

4.12.3 Application Fees.

The fee for approval issued hereunder shall be \$600 for each applicant engaged in vehicle towing and wrecking service per year; the fee for any such license issued on or after August 1 of any year shall be \$300 for the balance of the calendar year of issue. All fees shall be payable to the Municipal Clerk of the Township. Any applicant wishing to provide light and medium/heavy duty towing services must fill out two separate applications and pay two separate fees of \$600 each.

4.12.4 Application for Wrecker Approval.

Application for approval issued hereunder shall be made upon forms prepared and made available by the Director of Public Safety/Chief of Police or their designee and shall require the applicant to state under oath:

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- c. Certification that the applicant has available space for properly accommodating and protecting all [disabled motor] vehicles to be towed or otherwise removed from the place where they are [disabled] presently located, consistent with municipal zoning laws, and that the vehicles will not be stored or allowed to remain on public property or Township streets or on property not zoned for such storage.

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- e. Photocopies of all registrations of every [tow vehicle] wrecker to be operated by the applicant (if the [tow vehicle] wrecker is leased, the applicant is required to submit a lease agreement).
- f. Photocopies of all [towing vehicle] wrecker operators' current driver's licenses as well as photocopies of the operators' [drivers] towing certificates and certifications (these are to be attached to the operator's individual application).

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- h. A complete criminal history background check for the applicant, wrecker operators [drivers], and all agents and employees of the applicant.

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- l. The case name, docket number, date of filing and if applicable, date of judgment of any litigation involving the applicant that took place in the last [five] ten years.

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- [p. That applicant was not in violation of their wrecker duties in any and all of the previous years they provided services for the Township.]

- [q.] p. Proof that the applicant currently accepts two major credit cards for payment purposes.

- q. Disclosure of all other municipal, county and state entities that the wrecker company provides services to, or has provided services to in the last ten years, and if the wrecker company has ever been suspended, disciplined (to include written reprimands or warnings), or is currently suspended by any municipal, county or state entity.

- r. Continued adherence to all sections of this ordinance.

4.12.5 Acceptance of Applications and Investigation by Director of Public Safety/Chief of Police.

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- a. The Director of Public Safety/Chief of Police or the Traffic Safety Division will distribute applications for each application period [to all current

approved wreckers.] Only applications distributed by The Director of Public Safety/Chief of Police or the Traffic Safety Division for that application period will be accepted and reviewed.

[b. Reserved]

b. Prior application approval shall not guarantee the renewal upon receipt of the new application. Any change in business ownership shall immediately terminate prior approval and shall not guarantee subsequent renewal.

c. Following the receipt of the applications, the Director of Public Safety/Chief of Police or the Traffic Safety Division shall cause an investigation to be made of the applicant and of his proposed business operation. The inspection of the wreckers shall be conducted by the Traffic Safety Division, which shall report to the Director of Public Safety/Chief of Police or his/her designee as to whether the applicant meets the requirements and standards of 4-12.4 and 4-12.6. Following the investigation, the Director of Public Safety/Chief of Police or his/her designee shall either recommend approval or denial to the Governing Body.

#### 4.12.6 Standards for Approval by the Township Council.

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a. That the public convenience and necessity will be served by the use of the wrecker company for which application has been made, which determination is at the sole discretion of the Director of Public Safety/Chief of Police, or his/her designee.

b. That all of the wrecker company's equipment and publicly accessible areas of their facility to be approved are [is] safe and adequate.

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f. That the business to be approved maintains secured storage spaces for all towed [motor] vehicles.

g. That the applicant has certified that they [it] will be available on a twenty-four hour basis when on call, will respond within a 20 minute time period to the site of where towing services are needed, and will have a minimum of two operable wreckers and two wrecker operators [drivers] available at all times when on call.

h. That each wrecker is equipped with the necessary equipment and/or material to remove any vehicle, and perform any required street cleanup or debris removal from any [accident] scene.

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#### 4.12.8. [(Reserved)] Vehicle Release Policy

a. The wrecker shall abide by this Vehicle Release Policy and no individual wrecker company policy shall supersede the Police Department's Policy. No further documentation shall be necessary to obtain the release of a vehicle, if not explicitly stated in this section.

i. Impounded Vehicles Documentation

1. Prior to the release of an impounded vehicle, the owner or his designee shall obtain a tow release from the Records Division of the Piscataway Township Police Department. This vehicle release shall be granted the following confirmation of ownership, valid registration, and valid insurance.

a. Confirmation of ownership shall mean possession of a current, clean, and unsigned title, listing the name of the current owner.

b. Vehicle releases may be granted by the Records Section of the Piscataway Township Police Department on a tow-out only basis, in which a vehicle must be towed from a secured towed facility following confirmation of ownership and vehicle insurance only, in accordance with N.J.S.A. 39:3-40.6.

2. The Central Records Section shall authorize the release of an impounded vehicle to an authorized party, other than the owner following the execution of the Record Divisions' second party vehicle release authorization, to be completed by the owner and notarized.

- a. Release may be obtained from the Records Division and must be notarized prior to approval.
- ii. Non-Impounded Vehicles
  - 1. Vehicles must be released in a timely manner to the owner or his designee. If the vehicle can not be released in a timely manner, the wrecker company shall immediately contact the Traffic Safety Division Supervisor to advise as such.
- b. Wreckers shall authorize the release of medication (or items necessary for medical care), keys not belonging to the vehicle, cellular phone, registration and identification documents, as well as any other property deemed immediately necessary for the individual's employment. The aforementioned property shall only be retrieved by a representative of the wrecker company or the Piscataway Township Police department. Once retrieved the property shall be held at the front desk of the respective wrecker company for pick-up by the vehicle owner.
- c. Each towing operator must make the stored vehicles available for pickup between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding federal holidays.
- d. Every wrecker operator shall always give the owner of the vehicle a written receipt for the fee paid, in accordance with the rates posted for the services which are required or directed to be rendered.
- e. Each wrecker operator must permit retrieval of a vehicle by any authorized party, including but not limited to an insurance adjuster, the owner, or the owner's designee with a second party vehicle release authorization, to include any third party wrecker requested by said person.

4.12.9. Hold Harmless Agreement and Insurance

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- b. Insurance. The owner of each licensed wrecker shall maintain, during the life of the approval, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the Township. The owner and/or operator of each approved wrecker shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the Township prior to commencement work. All policies and/or certificates shall be submitted to the Township risk management consultant and Traffic Safety Division 30 days in advance of work by the owner and/or operator of a wrecker, for review and approval.

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4.12.10. Application of Storage and Towing Fee Schedules.

All allowable fees shall be the maximum fees permitted by the New Jersey State Police rate schedule at the time the vehicle is towed. These rates are annually recalculated based upon a random sampling of reasonable fees utilized by commercial and municipal wrecker companies. The New Jersey State Police has determined that the average rate per category is reasonable and is acceptable for use. The current rate schedule can be found through the Garden State Towing association or online at <https://gsta.org/state-police-rates/>.

[No person shall be liable to any person who tows or stores a private passenger automobile which was damaged in an accident or recovered after being reported stolen or any fees in excess of those permitted by the towing and storage fees schedule contained herein and in accordance with N.J.A.C. 11:3-38.4; and]

[a. The fees set forth for towing and storage are the maximum rates allowed for a vehicle towed by a tow vehicle as a result of an accident or theft recovery or crime investigation. There shall be no additional charges other than those provided in this section in accordance with N.J.A.C. 11:3-38, including but not limited to flat-bedding, waiting time, winching, uprighting, cleanup cost, and additional labor.]

[(Ord. No. 2017-36)]

[b. The towing rates shall be calculated based on the total distance traveled from the tow vehicle's base of service to the job and return, by way of the shortest available route and shall be rounded up to the nearest whole number.]

[c. The fees set by this section are for basic towing services. Basic towing services are defined as the removal and transportation of an automobile from a highway street or other public or private road or parking area, or from a storage

facility. It does not include recovery of an automobile from a position beyond the right-of-way or berm, or from being impaled upon any other object with the right-of-way or berm in accordance with N.J.A.C. 11:3-38.1(b) which allows tow operators to charge additional fees for these non-basic towing services.]

4.12.11. Service Rates: (Towing/Storage).

- a. No wrecker company will charge any additional fees that are not listed in this section.
- b. The rate per wrecker only applies if the wrecker is actually used in the removal or conveyance of the vehicle.
- c. The rate for LABOR shall only apply to individuals that are not included under the TOWING-BASIC section of the New Jersey State Police rate schedule, and their assistance is necessary for the safe recovery of the vehicle.
- d. All dates and times for the storage and releasing of vehicles will be documented for the purposes of the fee schedule.
- e. On-hook mileage will not be charged for vehicles towed from the scene to the operator's storage facility or to a location in the Township. The towing rates shall be calculated based on the total distance traveled from the incident scene to the destination, by way of the shortest available route without additional stops and shall be rounded up to the nearest whole number.

[Charges for the transportation, hauling or servicing of disabled vehicles by any approved wrecker shall not exceed the following rates:]

- [a. Light Duty Towing Rates.]
  - [1. Towing Service.]
    - [(a) Rate.]

|   |         |
|---|---------|
| [From 6:00 a.m. to 6:00 p.m.]                           | [\$135] |
| [From 6:01 p.m. to 5:59 a.m. and weekends and holidays] | [\$145] |

- [2. Mileage.
  - (a) \$5 per mile (one-way) outside the Township when the wrecker agrees to tow outside the Township. The wrecker shall have a duty to advise of the fee prior to commencing any tow outside the Township.]
- [3. Daily Storage Rate.
  - (a) Inside Storage Facility: \$75.
  - (b) Outside Storage Facility: \$35.
  - (c) All storage rates per day, billable in six hour increments starting after the first 24 hours that a vehicle has been stored. No storage fee shall apply to any vehicle retrieved in the first 24 hours.
  - (d) Storage fees shall be limited to \$1,500 per motor vehicle stored regardless of the duration of storage, as determined by the Director of Public Safety or [his] their designee. [Ord. No. 2017-36]
  - (e) Storage fees will be waived if the towing request is to bring the motor vehicle into the Township Police headquarters to secure it for a search warrant.
  - (f) Any vehicle that is in good condition (i.e. no broken windows, no missing doors or shattered windshields) must be stored outside. If a vehicle is determined not to be in such a condition the towing company must state, within their invoice and log book, why the vehicle must be stored inside. [Ord. No. 2017-36]]
- [4. A fee of \$30 per call shall be permitted in the event a wrecker is required to utilize Speedy Dry or an equivalent product. In the event a fee for the use of Speedy Dry or an equivalent product is charged, said charge must be itemized on the invoice for the towing services. No other discretionary fees such as administrative fee, cleanup fee or wait time fees shall be charged.]
- [5. Multiple Vehicle Tows. Tow vehicles transporting multiple passenger cars at one time shall receive the applicable fees for each vehicle transported.]

- [6. If a vehicle is in a ditch; must be uprighted due to a roll-over onto the roof of the vehicle; or the vehicle requires services, other than flat-bedding, waiting time, winching, or clean-up of the roadway, which services are in addition to and apart from the simple act of towing, the licensee may impose a reasonable additional charge which cannot exceed the basic towing fee. (For example: Vehicle in a ditch —\$135; charge for tow — up to an additional \$135; for a total maximum charge of \$270.)]
- [7. Additional Services. Wreckers shall have the right to charge for the following services, but shall not exceed the following rates:
  - (a) Start Vehicle: \$80.
  - (b) Replace/Repair Flat Tire: \$80.
  - (c) Gas refill (Vehicle out of gas): \$80 plus cost of gas.
  - (d) Winching per 30 minutes: \$80.]
- [8. There shall be no charge for towing or tire changing services for Piscataway Township Police Department vehicles.
  - (b) Heavy Duty Towing Rates
    - 1. Towing Service.
      - (a). Rate.

Conventional Tows

|  |                |
|--|----------------|
| 12,500 lbs. to 25,000 lbs  | \$192.50       |
| 25,001 lbs to 55,000 lbs   | \$330          |
| 55,001 lbs to 80,000 lbs   | \$495          |
| Bus/Coach  | \$495          |
| Weekdays from 6:01 p.m. to 5:59 a.m.,<br>weekends and holidays<br>Additional Fee | \$82.50        |
| Extra Heavy Duty Tilt Bed Low-Boy<br>(Tractor & Trailer)                         | \$385 per hour |

2. Mileage.

- (a). \$5 per mile (one-way) outside the Township when the wrecker agrees to tow outside the Township. The wrecker shall have a duty to advise of the fee prior to commencing any tow outside the Township.

3. Daily Storage Rate.

- (a) Tractor: \$55.
- (b) Trailer: \$55.
- (c) Bus: \$82.50.
- (d) Tractor Trailer: \$82.50.
- (e) All storage rates per day, billable in six hour increments starting after the first 24 hours that a vehicle has been stored. No storage fee shall apply to any vehicle retrieved in the first 24 hours.
- (f) Storage fees shall be limited to \$3,000 per motor vehicle stored regardless of the duration of storage, as determined by the Director of Public Safety or his designee.
- (g) Storage fees will be waived if the towing request is to bring the motor vehicle into the Township Police headquarters to secure it for a search warrant.]

[4. A fee of \$30 per call shall be permitted in the event a wrecker is required to utilize Speedy Dry or an equivalent product. In the event a fee for the use of Speedy Dry or an equivalent product is charged, said charge must be itemized on the invoice for the towing services. No other discretionary fees such as administrative fee, cleanup fee or wait time fees shall be charged.]

[5. Multiple Vehicle Tows. Tow vehicles transporting multiple passenger cars at one time shall receive the applicable fees for each vehicle transported.]

[6. If a vehicle is in a ditch; must be uprighted due to a roll-over onto the roof of the vehicle; or the vehicle requires services, other than flat-bedding, waiting time, winching, or clean-up of the roadway, which services are in addition to and apart from the simple act of towing, the licensee may impose a reasonable additional charge which cannot exceed the basic towing fee (For example: Bus in a ditch — \$495; Charge for Tow — up to an additional \$495; for a total maximum charge of \$990.)

[7. Additional Services. Wreckers shall have the right to charge for the following services, but shall not exceed the following rates:

- (a) Winching: \$385.
- (b) Remove Bumper: \$33.
- (c) Connect Air Line: \$27.50.
- (d) Remove Axle: \$27.50 per hour.
- (e) Remove Drive Shaft: \$38.50.
- (f) Remove Air Scoop: \$49.50.
- (g) Remove Exhaust Pipes: \$33.
- (h) Cage Brake Chamber: \$27.50 per hour.
- (i) Extra men: \$88 per hour, per man.
- (j) Unreasonable Fees. No wrecker shall charge an unreasonable fee for their services. Fees shall be presumed to be unreasonable if they exceed 25% of the usual and customary fee charged for consensual towing and related storage.]

4.12.12 Requirements for [Driver] Operator

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4.12.13 Duties of Approved Wrecker.

- a. No [approved towing] wrecker operator shall solicit, demand or receive from any person, any pay, commission, compensation or employment [whatever], except the proper fee authorized for transporting the [disabled or damaged] disabled, damaged, or abandoned vehicle in accordance with maximum rates listed by the New Jersey State Police in subsection 4-12.10. [the Schedule of Service Rates/Storage Rates listed in subsection 4-12.11, in accordance with N.J.A.C. 11:3-38.6.]
- b. An [approved towing] wrecker operator shall keep and maintain towing equipment, which is safe and adequate to perform such towing in a reasonably workmanlike manner.
- c. That all of the wrecker company's publicly accessible areas of their facility are maintained in a safe and adequate condition.
- [c] d. Each [approved towing operator] wrecker company shall record in a book kept solely for the purpose of documenting the details of each vehicle towed, serviced, or transported under the authority of the Township., [together with full information concerning the details surrounding the hire, the name of the owner of the towed vehicle and of the patron engaging him, which book shall be kept open for inspection at all times to a duly authorized representative of the Police Department of the Township.] This book shall be maintained as either a physical or electronic spreadsheet, which can be printed and turned over upon request to a duly authorized representative of the Police Department of the Township. This book shall be of a standard format, to include date, time, case number, wrecker operator name, wrecker unit number, identifying towed vehicle information, location vehicle removed to, fees charged, and the party the vehicle was released to.
- [d] e. Each [approved towing operator] wrecker company and wrecker operator must adhere to all State Laws and regulations governing towing services.
- [e] f. [Each approved tow operator shall treat vehicle owners, operators and passengers courteously.] In all dealings with the public in connection with this ordinance, the wrecker operator and wrecker company staff are expected to always act in a professional manner and, at all times, to be courteous and respectful toward members of the public as well as

- members of the Township Police Department. No operator shall represent to any member of the public that he is an employee of the Township.
- [f] g. Each [approved towing operator] wrecker company shall [require that the operator of a wrecker shall] provide each customer with a receipt showing all fees paid by that customer.
  - [g] h. Each [approved towing operator] wrecker operator shall be available on a twenty-four hour basis when on call and shall respond [reasonably] promptly to each call, within the allotted 20 minute response time. Consideration shall be made regarding exigent circumstances, as well as additional time needed to facilitate the response of Heavy Duty equipment.
  - [h] i. In addition to the services outlined above, [towing] wrecker operators shall also be required to furnish extra towing equipment and service during storm periods, periods of snow emergencies, traffic emergencies, disasters and for any other reason when so designated by the Director of Public Safety/Chief of Police or his/her duly authorized representative. During times of any such request [emergency], the Township, [through the Office of Emergency Management], may designate temporary areas owned or leased by the Township for storage of [disabled] towed vehicles. During times of any such request [emergencies], towing operators employed pursuant to this paragraph shall be entitled to make regular charges to the owners of the vehicles so removed. In said time, no storage fees shall apply to a vehicle removed to any area owned or leased by the Township until removal from that location. Within a time frame designated by the Traffic Safety Division, all vehicles removed to temporary areas owned or leased by the Township shall be removed to the respective wrecker company's secured storage space.
  - [i] j. Each [approved] wrecker company [towing operator] must permit retrieval of a vehicle by any authorized party, including but not limited to an insurance adjuster, the owner, or the owner's designee, to include any third party wrecker company requested by said person. Refer to Section 4-12.8 Vehicle Release Policy.
  - [j] k. Each [approved] wrecker company [towing operator] shall provide towing services and shall change tires on vehicles maintained by the Piscataway Township Police Department.
  - [k] l. Each towing operator must make the stored vehicles available for pickup between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding federal holidays.
  - [l]. Every wrecker operator shall always give the owner of the vehicle a written receipt for the fee paid, when requested, in accordance with the rates posted for the services which are required or directed to be rendered.]
  - m. Each wrecker company [towing operator] must display an exterior sign that is clearly identifiable and visible from 100 [25] feet away from the property line. Said sign shall include the wrecker company's [towing operator's] business name. Hours of operation and a contact phone number shall be posted conspicuously and visible from the publicly accessible entrance to the facility.
  - n. Following the removal of any vehicle from the roadway, to include abandoned vehicles, disabled vehicles, or vehicles involved in motor vehicle collisions, the vehicle must be immediately and directly transported to that wrecker's company's approved secured storage facility, unless another destination is mutually agreed upon.
  - [n]. Each towing operator shall display, at the cashier's counter, a clearly visible sign that shall include the Township of Piscataway storage fees and rates pursuant to this section and shall also include the contact number for the Township of Piscataway Police Department for any complaints. [Ord. No. 2017-36]]
  - o. Each wrecker operator shall display, at the cashiers counter, a clearly visible sign that shall include the Township of Piscataway storage fees and rates pursuant to this section and shall also include the contact number for the Township of Piscataway Police Department for any complaints. [Ord. No. 2017-36]

- [o] p. Under no circumstances shall any wrecker company, operator [service driver] or representative distribute to any other individual or post on social media or the internet any image of a scene or vehicle they are called to while they are working on behalf of the Township. [Added 5-2-2023 by Ord. No. 2023-14]
- [p] q. Each wrecker company [towing operator] shall promptly email a copy of the invoice or receipt to the Township Police Department Traffic Safety Division [Unit] upon the release of any vehicle towed while working on behalf of the Township. The invoice or receipt shall bear the signature of the person to whom the vehicle was released.
- r. Following a period of snow or icy conditions, each wrecker company shall clear all areas of public access of said ice and snow to prevent a hazardous condition.
- s. For responses involving two or more vehicles to be towed, a minimum of two wreckers shall respond. Each wrecker shall respond within the 20 minute allotted timeframe.
- t. Each wrecker company shall disclose all arrests, license suspensions, and pending criminal complaints involving wrecker operators, company employees, and business owners, within 1 business day of such occurrence, both verbally and in writing to the Traffic Safety Division.
- u. Each wrecker company shall disclose all wrecker company suspensions and discipline (to include written reprimands or warnings) from any other municipal, county and state entities that the wrecker company provides services to while assigned to the Township rotating call list.
- v. The wrecker company shall abide by the Piscataway Township Police Department's Vehicle Release Policy and no individual wrecker company's release policy shall supersede the Piscataway Township Police Department's policy.
- w. The wrecker company agrees to notify the Traffic Safety Division within one business day of the addition of any new employee or wrecker vehicle, and understands that the employee or vehicle is not permitted to be used under the authority of this ordinance until approved by the Traffic Safety Division.

4.12.14 Rotating Call List.

- a. Approved [towing operators] wrecker companies performing towing services at the request of the Township shall be called on a rotating basis by the Township Police Department, which will maintain the list of approved wrecker companies [towing operators] and shall designate that approved [towing operator wrecker] wrecker company to be on call. Each day, one approved [towing operator] light duty wrecker company will be on call. The following day, the next approved [towing operator] wrecker company on the list will be on call for that day. When the last name on the list is reached, the next approved [towing operators] wrecker company to be on call will be the first name on the list. This order may be modified by the Traffic Safety Division on an as needed basis. Medium/Heavy Duty wrecker companies shall be on call on monthly rotating periods. Notwithstanding the above, should the owner or driver of a disabled vehicle indicate a choice of a specific approved [towing operator] wrecker company, that approved towing operator wrecker company shall be called and no other approved towing operator wrecker company shall be called from the rotation list, unless the vehicle is in an unsafe location or obstructing the flow of traffic, and the requested wrecker company has a response time greater than the 20 minute allotted time frame. No approved [towing operator] wrecker company shall respond to the scene of an abandoned vehicle, disabled, vehicle, or vehicle involved in a motor vehicle collision, except upon notification by the police officer in charge at Police Headquarters, his designee or upon request of the driver or owner of a disabled vehicle. Cruising is expressly forbidden by this section. [When the owner or driver of a disabled vehicle indicates a choice of a specific approved towing operator, that approved wrecker company shall be called and no wrecker shall be assigned from the rotating list.]

- a. Such additional rules and regulations regarding the rotation of wreckers as may be hereafter promulgated by the Township Council shall take effect immediately after service of a copy thereof to an approved [towing operator] wrecker company in the Township. Service upon an approved [towing operator] wrecker company may be made by sending by ordinary mail a copy of the additional rules and regulations to the approved towing [operator's] company's business address.
- c. [Nothing in] This section shall not prevent the owner, lessee, agent or driver of a vehicle which is disabled, from calling a wrecker of their [his] choice to remove [his] the vehicle, unless the vehicle is in an unsafe condition, unsafe location, or obstructing the flow of traffic.
- d. When dealing with a crash involving serious bodily injury or a fatality [fatal motor vehicle accident crash, the responding towing company will be chosen at the discretion of the Middlesex County Prosecutor's office. The Township has no discretion regarding same.] the decision to contact a wrecker service shall be made dependent on the response of the Middlesex County Prosecutor's Office-Fatal Crash Investigation Unit. If the Fatal Crash Investigation Unit responds and the MCPO determines that the vehicle will be towed, the vendor contracted by the County shall respond. If the Fatal Crash Investigation Unit does not respond, or determines that the County vendor need not respond, the Traffic Safety Division shall contact a wrecker company at their discretion.
- e. All wreckers are required to respond to calls regarding the towing of abandoned vehicles. [Amended 5-2-2023 by Ord. No. 2023-14]
- f. When dealing with an act of God, such as a potential winter storm, or other emergency at the Township's sole determination, the on-call [towing] wrecker company shall, at the Township's request, station a tow truck, manned by a driver, within the confines of the Township. Said towing company will be notified at least 12 hours, but not more than 48 [24] hours, prior to the implementation of said requirement. If the [towing] wrecker company's services are no longer required during the requested time period, the Township [of Piscataway], at its own discretion, will release said towing company from its requirement. [This requirement will be enforceable starting January 1, 2020.]

4.12.15 Approvals Limited

The number of wrecker[s] companies to be approved within the Township shall be determined by the Director of Public Safety/Chief of Police or his/her designee. In determining the number of approvals to be issued, the Director/Chief or designee shall take into account any of the following factors:

\* \* \*

- d. Whether an increased or decreased number is required to better serve the public;
- e. Whether an increased or decreased number will deleteriously affect service in any way; and
- f. Any other factors which in their [his] opinion will affect the public in general and motorists in particular.
- g. The increasing call volume and ever growing expansion of the Township.

4.12.16 Oversight, Suspension and Revocation

- a. The Police Department generally, and the Director of Public Safety/Chief of Police or his/her designee particularly, are hereby designated as the supervising authorities to enforce the provisions of this section.
- b. Suspension. The Director of Public Safety/Chief of Police or his/her designee is hereby empowered to temporarily suspend for cause any towing operator's approval and rights to operate thereunder.
  - 1. Grounds for Suspension. Violations of any provisions of this [section] ordinance, any other applicable law, regulation, or Township ordinance, illegal, improper, or fraudulent activity, or substandard performance or service shall constitute grounds for suspension. Three separate violations, arising from three separate incidents, will result in automatic suspension for a temporary period.

2. Procedure for Suspension. Upon a determination that appropriate grounds exist and that suspension is warranted, the Director of Public Safety/Chief of Police or his/her designee shall issue written notice thereof to the offending [tower] wrecker company. The notice shall advise of the suspension, state the basis and duration thereof, establish the conditions for reinstatement, and inform the offending [tower] wrecker company of the right to appeal the suspension in accordance with subsection 4-12.17.
  3. Consequences of Suspension. Suspended wrecker companies [towers] must immediately cease all towing operations for the Township until reinstatement.
  4. Reinstatement. Suspended wrecker companies [towers] may be reinstated only after the violations leading to the suspension have, in the determination of the Director of Public Safety/Chief of Police or his/her designee, been cured or appropriately rectified.
- c. Revocation. Towing approvals may be revoked by resolution of the Township Council upon written recommendation from the Director of Public Safety/Chief of Police or his/her designee that an approved wrecker company [tower] is no longer qualified, capable, or competent to serve based on the requirements of this chapter.
1. Grounds for Revocation. Repeated or egregious violations of any provisions of this chapter, any other applicable law, regulation, or Township ordinance, illegal, improper, or fraudulent activity, or repeated substandard performance or service shall constitute grounds for revocation [suspension].
  2. Procedure for Revocation. Upon a determination that appropriate grounds exist and that revocation is warranted, the Director of Public Safety/Chief of Police or his/her designee shall so report to the Township Council in writing. If the Township Council agrees that revocation is appropriate, it shall adopt a resolution to that effect, which shall state the basis for revocation. The Director of Public Safety/Chief of Police or his/her designee shall thereafter provide written notice thereof, along with a copy of the resolution, to the offending wrecker company [tower]. The notice shall advise the wrecker company [tower] of the right to appeal the revocation in accordance with subsection 4-12.17.
  3. Consequences of revocation. Following revocation, the wrecker company [tower] must immediately and indefinitely cease all towing operations for the Township.

#### 4.12.17 Appeal Process

- a. Right to Appeal. [The rejection of a towing application submitted or] The suspension or revocation of a towing approval issued, pursuant to this section may be appealed to the Piscataway Township Director of Public Safety/Chief of Police or his/her designee.
  - b. Time for Appeal. Appeals must be filed not later than 45 days from the date of the [rejection], suspension, or revocation challenged.
  - c. Procedure for Appeal. Requests for an appeal must be timely submitted in writing to the Director of Public Safety/Chief of Police or his/her designee. The request must clearly identify the action challenged and include a statement of reasons in support of reversal. The appeal may be decided on the written record or a formal hearing may be conducted, which must be specifically requested. Upon receiving such a request, the Director of Public Safety/Chief of Police or his/her designee shall, within reasonable time, schedule a mutually agreeable date for a hearing.
- \*\*\*
- e. Disposition of Appeal. After reviewing the aggrieved wrecker companies [tower's] written submissions and the record of the formal hearing, if any, the panel shall issue a written decision upholding, reversing, or modifying the original determination.
    1. If the panel recommends a reversal of a [rejection] or revocation, its decision shall be forwarded to the Township Council which, if in agreement, shall adopt a resolution to that effect. Notice of the

reversal, together with a copy of the panel's decision and Township Council resolution, shall be sent to the aggrieved party.

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BE IT FURTHER ORDAINED that if any article, 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 and they shall remain in full force and effect, and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all other ordinances in conflict or inconsistent with this ordinance are hereby repealed, to the extent of such conflict or inconsistency. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Ordinances of the Township are hereby ratified and confirmed, except where inconsistent with the terms hereof.

This Ordinance shall take effect January 1, 2026.

Council President Espinosa opened the meeting to remote attendees for comments.

There being no comments, the public portion was closed.

Council President Espinosa opened the meeting to in person attendees for comments.

There being no comments, the public portion was closed.

RESOLUTION offered by Councilmember Uhrin, seconded by Councilmember Rashid, BE IT RESOLVED, by the Township Council of Piscataway Township, New Jersey, that AN ORDINANCE ENTITLED: ORDINANCE TO AMEND THE REVISED= GENERAL ORDINANCES OF THE TOWNSHIP OF PISCATAWAY, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AMENDING CHAPTER IV (4) LICENSING AND BUSINESS REGULATIONS, SECTION 12, ROTATING VEHICLE TOWING/WRECKER SERVICES FOR TOWNSHIP POLICE

was introduced on the 12th day of August 2025 and had passed the first reading and was published on the 20th day of August 2025.

NOW, THEREFORE, BE IT RESOLVED, that the aforesaid Ordinance, having had a second reading on September 9, 2025, be adopted, passed, and after passage, be published, together with a notice of the date of passage or approval, in the official newspaper.

BE IT FURTHER RESOLVED that this Ordinance shall be assigned No. 2025-20.

On roll call vote: Councilmembers Carmichael, Leibowitz, Lombardi, Rashid, Uhrin, & Espinosa answered yes.

The Clerk read for FIRST READING the following ORDINANCE: ORDINANCE OF THE TOWNSHIP OF PISCATAWAY, IN THE COUNTY OF MIDDLESEX, NEW JERSEY RESCINDING ORDINANCE NO. 2024-42 IN ITS ENTIRETY

RESOLUTION offered by Councilmember Lombardi, seconded by Councilmember Uhrin, BE IT RESOLVED, by the Township Council of Piscataway Township of Piscataway Township, New Jersey, that an ORDINANCE ENTITLED: ORDINANCE OF THE TOWNSHIP OF PISCATAWAY, IN THE COUNTY OF MIDDLESEX, NEW JERSEY RESCINDING ORDINANCE NO. 2024-42 IN ITS ENTIRETY

be and is hereby adopted on the first reading, that it be published in the official newspaper, and that a second reading and public hearing be held at 7:00 p.m., prevailing time at the Piscataway Municipal Building, 455 Hoes Lane, Piscataway, New Jersey on the 7th day of October 2025.

BE IT FURTHER RESOLVED that a copy of this Ordinance shall be posted in at least two public places within the Township prior to the day of the second reading and final passage, and a copy of this Ordinance shall be made available at the Office of the Township Clerk for any interested member of the public.

On roll call vote: Councilmembers Carmichael, Leibowitz, Lombardi, Rashid, Uhrin, & Espinosa answered yes.

RESOLUTION #25-286

RESOLUTION offered by Councilmember Carmichael, seconded by Councilmember Lombardi.

WHEREAS, the Revised General Ordinances of the Township of Piscataway permit the adoption of Resolutions, Motions or Proclamations by the Township Council of the Township of Piscataway as part of the Consent Agenda, upon certain conditions; and

WHEREAS, each of the following Resolutions, Motions or Proclamations to be presented before the Township Council at its September 9, 2025 Regular Meeting appear to have the unanimous approval of all members of the Township Council:

- a. RESOLUTION – Authorizing Return of Sterling Village Security Deposits and Payment of Arrears to the Township of Piscataway – Apt. 137.
- b. RESOLUTION – Chapter 159 - FY2025 Community Development Block Grant (CDBG).
- c. RESOLUTION – Chapter 159 – National Opioid Settlement – FD Trust.
- d. RESOLUTION – Authorizing Return of Safety & Stabilization Guarantee:
  - Block 5203, Lots 1.01, 5.02, 16.01 & 19.01 – S. Washington Avenue & Stelton Road. – 19-PB-19.
- e. RESOLUTION – Authorizing Award of Bid – Installation of Bollards at Oak Place – T.R. Weniger, Inc. – Not to Exceed \$48,524.00.
- f. RESOLUTION – Authorizing Award of Bid – Suttons Lane Sidewalk Construction – Special Assessment – Discover Construction, LLC – Not to Exceed \$140,925.00.
- g. RESOLUTION – Authorizing Award of Bid – Ethel Road Sidewalk Construction – Special Assessment – Discover Construction, LLC – Not to Exceed \$76,912.50.
- h. RESOLUTION – Authorizing Revised Project Schedule – 10 Normandy Drive and 2 Hancock Road – Block 3702, Lots 1.02 & 2.
- i. RESOLUTION – Authorizing Transfer of Membership – 10 Normandy Drive and 2 Hancock Road – Block 3702, Lots 1.02 & 2.
- j. RESOLUTION – Re-Appointment of Katty Wong-Taylor as Municipal Court Judge.
- k. RESOLUTION – Providing for the Combination of Certain Issues of General Improvement Bonds Into a Single Issue of Bonds Aggregating \$48,695,000.00 in Principal Amount.
- l. RESOLUTION – Determining the Form and Other Details of \$48,695,000.00 General Improvement Bonds and Providing for Their Sale.
- m. RESOLUTION – Authorizing Issuance of Energy Savings Obligation Refunding Bond Anticipation Notes Not to Exceed \$20,000,000.00 - Refunding Bonds Previously Authorized.
- n. RESOLUTION – Authorizing Waiving One Day Temporary Food License Fees.
- o. MOTION – Accept Report of Clerks Account – July 2025.

The following are the Resolutions, typed in full, which were adopted by the foregoing consent agenda resolution:

RESOLUTION #25-287

WHEREAS, the Township of Piscataway (the “Township”) is in possession of a Security Deposit being held on behalf of Diane Kelly, in the amount of \$1,023.38 posted with the Township of Piscataway for Apartment 137 at Sterling Village; and

WHEREAS, the Township Finance Department recommends the release of said Security Deposit in the total original amount of \$1,023.38 to the Township due to an outstanding rent balance with the Township; and

NOW, THEREFORE, BE IT RESOLVED that the appropriate municipal officials be and are hereby authorized to release said Security Deposit in regard to Apartment 137 at Sterling Village in the amount of \$1,023.38 to the Township of Piscataway to be applied to Diane Kelly’s outstanding rent balance.

RESOLUTION #25-288

WHEREAS, N.J.S.A 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the

budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount, and

WHEREAS, the Township of Piscataway has received notice of an award of \$278,453.00 from the U.S. Department of Housing and Urban Development and wishes to amend its Calendar Year 2025 Budget to include this amount as revenue, and

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Piscataway in the County of Middlesex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year Calendar Year 2025:

|   |              |
|---|--------------|
| Amount Received for                             |              |
| FY2025 Community Development Block Grant (CDBG) | \$278,453.00 |

BE IT FURTHER RESOLVED that the like sum of \$ \$278,453.00 is hereby appropriated under the caption of:

|   |              |
|---|--------------|
| FY2025 Community Development Block Grant (CDBG) | \$278,453.00 |
|---|--------------|

BE IT FURTHER RESOLVED, that the Director of Finance forward a certified copy of this resolution electronically to the Director of Local Government Services.

RESOLUTION #25-289

WHEREAS, N.J.S.A 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount, and

WHEREAS, the Township of Piscataway has received notice of an award of \$14,065.87 from the National Opioids Settlement and wishes to amend its Calendar Year 2025 Budget to include this amount as revenue, and

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Piscataway in the County of Middlesex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year Calendar Year 2025:

|                                      |             |
|--------------------------------------|-------------|
| Amount Received for                  |             |
| National Opioids Settlement FD Trust | \$14,065.87 |

BE IT FURTHER RESOLVED that the like sum of \$ \$14,065.87 is hereby appropriated under the caption of:

|                                      |             |
|--------------------------------------|-------------|
| National Opioids Settlement FD Trust | \$14,065.87 |
|--------------------------------------|-------------|

BE IT FURTHER RESOLVED, that the Director of Finance forward a certified copy of this resolution electronically to the Director of Local Government Services.

RESOLUTION #25-290

WHEREAS, SW Investors, LLC, Piscataway, NJ, requests the release of a Safety and Stabilization Guarantee in the original amount of \$29,367.99 posted with the Township of Piscataway on March 21, 2023, for improvements on Block 5203, Lots 1.01, 5.02, 16.01, and 19.01 (S. Washington Avenue & Stelton Road) regarding Planning Board Application #19-PB-19; and

WHEREAS, pursuant to a Request for Release of Funds dated August 18, 2025 and a letter from the Township Supervisor of Engineering dated August 18, 2025, copies of which are attached hereto and made a part hereof, the said Supervisor of Engineering advised that the site has been returned to a safe and stable condition and recommends the release of the Safety & Stabilization Guarantee to SW Investors, LLC, Piscataway, NJ without the posting of a Maintenance Bond; and

NOW THEREFORE, BE IT RESOVLED by the Township Council of the Township of Piscataway, that the appropriate municipal officials be and are hereby authorized to release a Safety & Stabilization Guarantee in the amount of \$29,367.99 to SW Investors, LLC, Piscataway, NJ for improvements on Block 5203, Lots 1.01, 5.02, 16.01, and 19.01 (S. Washington Avenue & Stelton Road) regarding Planning Board Application #19-PB-19.

RESOLUTION #25-291

WHEREAS, on August 21, 2025, the Township of Piscataway (the "Township") received seven (7) bids for the 2025 Installation of Bollards at Oak Place (the "Project"); and

WHEREAS, pursuant to a letter and Recommendation to Award dated August 28, 2025, copies of which are attached hereto and made a part hereof, the Township Assistant Supervisor of Engineering reviewed the bids and recommends awarding a contract for the Project to T.R. Weniger, Inc., Piscataway, NJ, who is the lowest qualifying bidder, in the amount not to exceed \$48,524.00; and

WHEREAS, funds are available pursuant to certification # B-2025-018;

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Piscataway, that the appropriate municipal officials be and are hereby authorized to award a contract for the 2025 Installation of Bollards at Oak Place to T.R. Weniger, Inc., Piscataway, NJ, in the amount not to exceed \$48,524.00, subject to all bid specifications and contract documents.

RESOLUTION #25-292

WHEREAS, on August 21, 2025, the Township of Piscataway (the "Township") received six (6) bids for the 2025 Suttons Lane Sidewalk Construction – Special Assessment (the "Project"); and

WHEREAS, pursuant to a memorandum from the Assistant Supervisor of Engineering, dated August 28, 2025, a copy of which is attached hereto and made apart hereof, said Assistant Supervisor of Engineering recommends awarding a contract for the Project to Discover Construction, LLC, Dayton, NJ, who was the lowest qualifying bidder, in the amount not to exceed \$140,925.00; and

WHEREAS, funds are available pursuant to certification # B-2025-017;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Piscataway, that the appropriate municipal officials be and are hereby authorized to award a contract for the 2025 Suttons Lane Sidewalk Construction – Special Assessment to Discover Construction, LLC, Dayton, NJ, in the amount not to exceed \$140,925.00, subject to all bid specifications and contract documents.

RESOLUTION #25-293

WHEREAS, on August 21, 2025, the Township of Piscataway (the "Township") received seven (7) bids for the 2025 Ethel Road West Sidewalk Construction – Special Assessment (the "Project"); and

WHEREAS, pursuant to a memorandum from the Assistant Supervisor of Engineering, dated August 28, 2025, a copy of which is attached hereto and made apart hereof, said Assistant Supervisor of Engineering recommends awarding a contract for the Project to Discover Construction, LLC, Dayton, NJ, who was the lowest qualifying bidder, in the amount not to exceed \$76,912.50; and

WHEREAS, funds are available pursuant to certification # B-2025-016;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Piscataway, that the appropriate municipal officials be and are hereby authorized to award a contract for the 2025 Ethel Road West Sidewalk Construction – Special Assessment to Discover Construction, LLC, Dayton, NJ, in the amount not to exceed \$76,912.50, subject to all bid specifications and contract documents.

RESOLUTION #25-294

WHEREAS, the Township of Piscataway ("Township") is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("Redevelopment Law") to determine whether certain parcels of land within the Township constitute an area in need of redevelopment, to adopt and implement redevelopment plans, and to carry out redevelopment projects within the Township; and

WHEREAS, the Township is committed to redeveloping certain real property within the Township located at 10 Normandy Drive, Piscataway, New Jersey, and otherwise identified as Block 3702, Lot 1.02 on the Township's official tax maps (the "10 Normandy Tract") and 2 Hancock Road, Piscataway, New Jersey, and otherwise identified as Block 3702, Lot 2 on the Township's official tax maps (the "2 Hancock Parcel," and together with the 10 Normandy Tract, the "Property"); and

WHEREAS, by Resolution # 22-395, adopted on December 13, 2022, the Township designated the 10 Normandy Tract as an “area in need of redevelopment” pursuant to the Redevelopment Law; and

WHEREAS, by Ordinance No. 2023-20, adopted on June 27, 2023, the Township approved and adopted a non-condemnation redevelopment plan prepared by 4Site Planning, LLC, dated May 5, 2023, redevelopment plan for the 10 Normandy Tract (the “Original Redevelopment Plan”), which contains development standards for the 10 Normandy Tract; and

WHEREAS, by Resolution, adopted on June 12, 2024, the Township designated the 2 Hancock Parcel as an “area in need of redevelopment” pursuant to the Redevelopment Law; and

WHEREAS, by Ordinance, adopted on November 7, 2024, the Township approved and adopted an amendment to the Original Redevelopment Plan (the “Amended Redevelopment Plan,” and the Original Redevelopment Plan as amended by the Amended Redevelopment Plan, the “Redevelopment Plan”), which, among other things, incorporated the 2 Hancock Parcel as part of the overall redevelopment area and contains development standards for the Property; and

WHEREAS, the Township seeks to implement redevelopment of the Property in accordance with the Redevelopment Plan, as may be amended from time to time, by and through the selection and designation of a redeveloper in accordance with N.J.S.A. 40A:12A-8; and

WHEREAS, RG Normandy Urban Renewal LLC, a New Jersey limited liability company and an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1, et seq., with offices located at c/o Rockefeller Group Development Corporation, 92 Headquarters Plaza North Tower, 9th Floor, Morristown, New Jersey 07960, was designated as redeveloper of the Property (the “Redeveloper”); and

WHEREAS, the Redeveloper and the Township entered into a Redevelopment Agreement dated January 23, 2025 (the “Original Redevelopment Agreement”), as amended by that certain Amendment to Redevelopment Agreement dated July 1, 2025 (the “First Amendment”) (collectively the “Redevelopment Agreement”); and

WHEREAS, the Redeveloper has made significant progress and obtained preliminary and final major site plan approval from the Township’s Planning Board to demolish the structures existing on the Property and construct an approximately two hundred forty-one thousand two hundred ( $\pm 241,200$ ) square foot warehouse, including ancillary offices, thirty-nine (39) loading docks (13.5’ x 60’), sixty (60) trailer parking spaces, one hundred sixty-two (162) parking spaces (9’ x 18’), and related on-site and off-site improvements including, but not limited to, stormwater management facilities, utilities, road widening, sidewalk installation, landscaping, and lighting; and

WHEREAS, pursuant to Section 3.4 of the Redevelopment Agreement, the Redeveloper has provided written notice to the Township that Redeveloper is unable to comply with certain deadlines as set forth in the Project Schedule affixed to the Redevelopment Agreement (the “Original Project Schedule”) due to Uncontrollable Circumstances (as such term is defined in the Redevelopment Agreement) and delays in obtaining necessary approvals, which has prevented the Redeveloper from undertaking certain site work, including the road widening improvements; and

WHEREAS, since the Redeveloper is unable to meet the substantial completion deadline set forth in the Original Project Schedule despite using its best commercially reasonable efforts to remedy such delay and impacts on remaining tasks, the Redeveloper has adjusted its construction timeline and implemented the appropriate strategies with its consultants to complete the outstanding tasks by the dates set forth in a revised project schedule attached hereto as Exhibit 1 (the “Revised Project Schedule”); and

WHEREAS, the Township Engineer has reviewed the Revised Project Schedule and recommends that the Township Council approve the same; and

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Piscataway, in the County of Middlesex, New Jersey, as follows:

Section 1. The foregoing recitals are hereby incorporated by reference as if fully repeated herein.

Section 2. The Revised Project Schedule, attached hereto as Exhibit 1, is hereby approved and shall be incorporated into said Redevelopment Agreement and the Mayor

is hereby authorized to execute any other documents as may be necessary to effectuate this Resolution.

Section 3. This Resolution shall take effect immediately.

RESOLUTION #25-295

WHEREAS, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 et seq. (the "Redevelopment Law"), the Township of Piscataway (the "Township") and RG Normandy Urban Renewal, LLC ("Transferor" or "Redeveloper") entered into a Redevelopment Agreement dated January 23, 2025 (the "Original Redevelopment Agreement"), as amended by that certain Amendment to Redevelopment Agreement dated July 1, 2025 (the "First Amendment," and together with the Original Redevelopment Agreement, the "Redevelopment Agreement"); and

WHEREAS, in the Redevelopment Agreement, Transferor agreed to redevelop certain real property within the Township located at 10 Normandy Drive, Piscataway, New Jersey, and otherwise identified as Block 3702, Lot 1.02 on the Township's official tax maps (the "10 Normandy Tract") and 2 Hancock Road, Piscataway, New Jersey, and otherwise identified as Block 3702, Lot 2 on the Township's official tax maps, by constructing thereon an approximately 241,200 square foot warehouse, including ancillary offices, 39 loading docks, 60 trailer parking spaces, 162 parking spaces, and related site improvements (the "Project"); and

WHEREAS, Transferor and the Township entered into a Financial Agreement dated February 5, 2025 (the "Financial Agreement" and, together with the Redevelopment Agreement, the "Project Agreements"), pursuant to the Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 et seq. (the "LTTE Law"); and

WHEREAS, under the Financial Agreement, the Project is exempt from taxation and, in lieu of taxes, the Transferor will pay an Annual Service Charge to the Township; and

WHEREAS, Section 4.4 of the Redevelopment Agreement permits Transferor to assign its interest in the Redevelopment Agreement or the entirety of its membership interest in Redeveloper to another party, subject to the Township's written approval; and

WHEREAS, Section 8.01 of the Financial Agreement also permits such an assignment or transfer in accordance with the terms of the Redevelopment Agreement; and

WHEREAS, Transferor desires to transfer all issued and outstanding membership interests (the "Membership Interests") in Redeveloper to Elion Industrial Fund II Joint Fund Holdings, LLC ("Transferee"), and Transferee desires to acquire the Membership Interests from Transferor; and

WHEREAS, Transferor and Transferee have entered into, or is about to enter into, a Membership Interest Purchase Agreement (the "Purchase Agreement"), pursuant to which Transferee will purchase the Membership Interests of Redeveloper; and

WHEREAS, Transferee has demonstrated that it can develop, own and operate the Project; and

WHEREAS, in accordance with applicable provisions of the Project Agreements, the Township desires to express its approval of the above-described transfer; and

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE TOWNSHIP OF PISCATAWAY, COUNTY OF MIDDLESEX, AS FOLLOWS:

- Section 1. The Recitals are incorporated by reference as if set forth at length herein.
- Section 2. The Township hereby approves and consents to the transfer of the Membership Interests to Transferee. The Mayor is authorized to execute any agreements or documents as maybe necessary to facilitate the transfer described herein.
- Section 3. This approval described in this Resolution shall take effect immediately but shall be subject to the closing as set forth by the terms of the aforementioned Purchase Agreement.

RESOLUTION #25-296

WHEREAS, Katty Wong-Taylor, Esq. was previously appointed as a judge for the Piscataway Township Municipal Court from September 13, 2022 through September 12, 2025; and

WHEREAS, Mayor Brian C. Wahler wishes to re-appoint Katty Wong-Taylor, Esq., as a judge of the Piscataway Municipal Court for an additional three (3) year term

commencing September 13, 2025 and expiring on September 12, 2028, subject to the advice and consent of the Piscataway Township Council; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Piscataway, that it hereby renders its advice and consent to the appointment of Katty Wong-Taylor, Esq. as a Judge of the Piscataway Township Municipal Court.

**RESOLUTION #25-297**

WHEREAS, pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Township of Piscataway, in the County of Middlesex, New Jersey (the "Township"), is authorized to combine certain issues of bonds into a single issue; and

WHEREAS, the general improvement bonds of the Township (the "Bonds") were heretofore authorized pursuant to duly adopted bond ordinances of the Township; and

WHEREAS, the Township Council has determined to combine such issues into a single and combined issue of general improvement bonds in the aggregate principal amount of \$48,695,000; and

WHEREAS, the principal amount of Bonds authorized by each such bond ordinance, the ordinance number, the description of the improvement, the date of adoption, and the period or average period of usefulness determined in each ordinance are set forth in Section 2 hereof;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Piscataway, in the County of Middlesex, New Jersey, as follows:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2 26(f), the Bonds (as defined herein) of the Township of Piscataway, in the County of Middlesex, New Jersey (the "Township"), authorized pursuant to the bond ordinances of the Township heretofore adopted and described in Section 2 hereof shall be combined into a single and combined issue of general improvement bonds in the aggregate principal amount of \$48,695,000 (the "Bonds").

Section 2. The principal amount of Bonds authorized by each bond ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the number, the improvement description and the date of adoption, and the period or average period of usefulness determined in each of the bond ordinances are respectively as follows:

| <b>Principal Amount of Bonds</b> | <b>Bond Ordinance Number</b>  | <b>Description of Improvement and Date of Adoption of Bond Ordinance</b>  | <b>Useful Life</b> |
|----------------------------------|---|---|--------------------|
| \$3,570,000                      | 10-01   | Various capital improvements, finally adopted January 26, 2010.   | 20 years           |
| \$1,853,000                      | 11-21   | Renovations, expansion and improvements to municipal facilities, finally adopted December 6, 2011.  | 20 years           |
| \$1,877,000                      | 13-26, as supplemented by 15-32                                       | Rehabilitation of various roads, finally adopted November 26, 2013, as supplemented November 24, 2015.  | 10 years           |
| 1,905,000                        | 13-27   | Various capital improvements, finally adopted December 3, 2013.   | 15.02 years        |
| \$1,080,000                      | 14-01   | Various capital improvements, finally adopted January 28, 2014.   | 10 years           |
| \$4,189,000                      | 14-21, as amended and supplemented by 15-33, as supplemented by 16-36 | Road rehabilitation and improvements, finally adopted November 25, 2014, as amended and supplemented November 15, 2024, as supplemented December 6, 2016. | 10 years           |
| \$3,750,000                      | 15-19   | Baekeland Avenue Road improvements, finally adopted July 21, 2015.  | 20 years           |

| Principal Amount of Bonds | Bond Ordinance Number | Description of Improvement and Date of Adoption of Bond Ordinance                                  | Useful Life |
|---------------------------|-----------------------|--|-------------|
| \$1,302,000               | 15-34                 | Various roads, curbs and parking lot improvements Township-Wide, finally adopted December 1, 2015. | 10 years    |
| \$976,000                 | 19-30                 | Various capital improvements, finally adopted November 26, 2019.                                   | 10 years    |
| \$2,223,000               | 21-10                 | Road rehabilitation and improvements, finally adopted April 20, 2021.                              | 10 years    |
| \$8,910,000               | 21-31                 | Various capital improvements, finally adopted November 23, 2021.                                   | 10.72 years |
| \$8,500,000               | 22-26                 | Various capital improvements, finally adopted December 6, 2022.                                    | 11.04 years |
| \$1,800,000               | 23-03                 | International Avenue Road Improvement Project, finally adopted January 24, 2023.                   | 10 years    |
| \$4,000,000               | 23-32                 | Various capital improvements, finally adopted December 5, 2023.                                    | 11.18 years |
| \$2,760,000               | 24-05                 | Various capital improvements, finally adopted February 13, 2024.                                   | 10 years    |

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

- a. The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average periods of usefulness therein determined, is not less than 12.49 years.
- b. The Bonds of the combined issue shall be designated "General Improvement Bonds, Series 2025" and shall mature within the average period of usefulness herein determined.
- c. The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law applicable to the sale and issuance of bonds authorized by a single bond ordinance and, accordingly, may be sold with other issues of bonds.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

- a. None of the Bonds described in Section 2 hereof have been sold or issued heretofore, and the several bond ordinances described in Section 2 hereof have not been rescinded and now remain in full force and effect as authorizations for the respective amounts of Bonds set opposite the descriptions of the bond ordinances in Section 2 hereof.
- b. The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and are all purposes for which no deduction may be taken in any annual or supplemental debt statement.

Section 5. This resolution shall take effect immediately.

**RESOLUTION #25-298**

WHEREAS, the Township Council of the Township of Piscataway, in the County of Middlesex, New Jersey (the "Township"), has duly adopted bond ordinances authorizing the issuance of general improvement bonds for various purposes; and

WHEREAS, it is necessary and desirable for the Township to issue and sell \$48,695,000 aggregate principal amount of General Improvement Bonds, Series 2025 (the "Bonds"), to provide funds to finance such purposes; and

WHEREAS, the Township must determine the form, maturities, interest rates, and other details of the Bonds, as well as the manner of their sale, in accordance with the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq.; and

WHEREAS, the Township Council deems it to be in the best interests of the Township to authorize the sale of the Bonds and to establish the necessary terms and conditions therefor;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Piscataway, in the County of Middlesex, New Jersey, as follows:

Section 1. (a) The \$48,695,000 General Improvement Bonds, Series 2025, of the Township of Piscataway, in the County of Middlesex, New Jersey (the "Township"), referred to and described in a resolution of the Township duly adopted on September 9, 2025 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds, Series 2025, of the Township of Piscataway, in the County of Middlesex, New Jersey, Into a Single Issue of Bonds Aggregating \$48,695,000 in Principal Amount" and the bond ordinances referred to therein, each in all respects duly approved and published as required by law, shall be issued as "General Improvement Bonds, Series 2025" (the "Bonds").

(b) The Bonds shall mature in the principal amounts on October 15 as follows:

| <u>Year</u> | <u>Principal Amount</u> | <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|-------------|-------------------------|
| 2026        | \$2,500,000             | 2032        | \$5,000,000             |
| 2027        | \$2,500,000             | 2033        | \$5,000,000             |
| 2028        | \$2,185,000             | 2034        | \$5,000,000             |
| 2029        | \$3,565,000             | 2035        | \$5,000,000             |
| 2030        | \$3,840,000             | 2036        | \$5,000,000             |
| 2031        | \$4,105,000             | 2037        | \$5,000,000             |

(c) The actual principal amounts may be adjusted by the Township, at its option, in accordance with N.J.S.A. 40A:2-26(g). Any such adjustment shall not exceed 10% of the principal for any maturity with the aggregate adjustment to maturity not to exceed 10% of the principal for the overall issue.

(d) The Bonds shall be subject to redemption prior to their stated maturity in accordance with the Notice of Sale attached hereto as Exhibit A (the "Notice of Sale").

(e) The Bonds shall be twelve in number, with one certificate being issued for each year of maturity, and shall be numbered GIB-1 to GIB-12, inclusive.

(f) The Bonds shall be dated their date of issuance and shall bear interest payable semiannually on the fifteenth day of April and October in each year until maturity or prior redemption, commencing on April 15, 2026, at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1%, proposed by the successful bidder in accordance with the Notice of Sale.

(g) The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Township Clerk.

Section 2. (a) The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of the Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, Brooklyn, New York, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with the Securities Depository. The Securities Depository will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof through book-entries made on the books and records of the Securities Depository and its participants.

- (b) The principal of and interest on the Bonds will be paid to the Securities Depository by the Township on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of the Securities Depository as listed on the records of the Securities Depository as of each next preceding April 1 and October 1 (the "Record Dates" for the Bonds).

Section 3. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the Township to market the Bonds, including in accordance with the requirements of the Securities Depository:

[Form of Bond begins on next page]

REGISTERED  
NUMBER GIB- \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
COUNTY OF MIDDLESEX

TOWNSHIP OF PISCATAWAY

GENERAL IMPROVEMENT BOND, SERIES 2025

|                                |                         |
|--------------------------------|-------------------------|
| REGISTERED OWNER:              | CEDE & CO.              |
| PRINCIPAL AMOUNT:              | \$ _____                |
| DATED DATE:                    | October 30, 2025        |
| MATURITY DATE:                 | October 15, 20__        |
| RATE OF INTEREST PER ANNUM:    | _____ %                 |
| INTEREST PAYMENT DATES:        | April 15 and October 15 |
| INITIAL INTEREST PAYMENT DATE: | April 15, 2026          |
| RECORD DATES:                  | April 1 and October 1   |
| CUSIP NUMBER:                  | _____                   |

TOWNSHIP OF PISCATAWAY, a public body corporate and politic of the State of New Jersey (the "Township"), hereby acknowledges itself indebted and for value received promises to pay to the REGISTERED OWNER, or registered assigns, on the MATURITY DATE, upon presentation and surrender of this bond, the PRINCIPAL AMOUNT, and to pay interest on such sum from the DATED DATE until it matures at the RATE OF INTEREST PER ANNUM specified above semiannually on the INTEREST PAYMENT DATES in each year until maturity, commencing on the INITIAL INTEREST PAYMENT DATE. Principal of and interest due on this bond will be paid to the REGISTERED OWNER by the Township or its designated paying agent and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the RECORD DATES next preceding the respective INTEREST PAYMENT DATES. The principal of and interest on this bond are payable in lawful money of the United States of America.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

The bonds of this issue maturing prior to October 15, 2034 are not subject to redemption prior to their stated maturities. The bonds of this issue maturing on or after October 15, 2034 are redeemable at the option of the Township, in whole or in part, on any date on or after October 15, 2033 at 100% of the principal amount outstanding (the "Redemption Price"), plus interest accrued to the date of redemption upon notice as required herein.

Notice of redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of the bonds not less than 30 days nor more than 60 days prior to the date fixed for redemption. Such mailing shall be to the owners of such bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Township or a duly appointed bond registrar. Any failure of the securities depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings. If the Township determines to redeem a portion of the bonds prior to maturity, the bonds to be redeemed shall be selected by the Township; the bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If notice of redemption has been given as provided herein, the bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the redeemed bonds after the date fixed for redemption and no further interest shall accrue beyond the redemption date. Payment shall be made upon surrender of the bonds redeemed.

So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Township shall send redemption notices only to Cede & Co.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a resolution of the Township duly adopted on September 9, 2025 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds, Series 2025, of the Township of Piscataway, in the County of Middlesex, New Jersey, Into a Single Issue of Bonds Aggregating \$48,695,000 in Principal Amount" and the bond ordinances referred to therein, each in all respects duly approved and published as required by law.

The full faith and credit of the Township are hereby irrevocably pledged for the punctual payment of the principal of and interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed, and that the issue of bonds of which this is one, together with all other indebtedness of the Township, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, the TOWNSHIP OF PISCATAWAY has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Township Clerk, and this bond to be dated the DATED DATE as specified above.

TOWNSHIP OF PISCATAWAY

[SEAL]

By: [executed upon issuance]  
Mayor

ATTEST:

By: [executed upon issuance]  
Township Clerk

By: [executed upon issuance]  
Chief Financial Officer

[End of Form of Bond]

- Section 4. (a) The Bonds shall be sold on October 15, 2025, or such other date as may be determined by the Chief Financial Officer, via the "PARITY Electronic Bid System" ("PARITY") upon the terms and conditions set forth and described in the Notice of Sale for the Bonds. The Notice of Sale shall be posted on MuniHub.
- (b) Pursuant to N.J.S.A. 40A:2-34, the Township hereby designates the Chief Financial Officer to sell and award the Bonds in accordance with the Notice of Sale with such changes as to date or the terms as deemed advisable or necessary by NW Financial Group, LLC, the Township's Municipal Advisor, and McManimon, Scotland & Baumann, LLC, the Township's Bond Counsel, to access effectively the market for the sale of the Bonds, and such Chief Financial Officer shall report in writing the results of the sale to this Township Council as required by law. The Chief Financial Officer is hereby authorized and directed, consistent with the terms of the Notice of Sale, to retain the good faith deposit of the successful bidder and to return immediately such good faith deposits, whether by wire or check, to the unsuccessful bidders.
- Section 5. The Notice of Sale shall be substantially in the form attached hereto as Exhibit A with such additions, deletions and omissions as may be necessary for the Township to market the Bonds, including in accordance with the requirements of the Securities Depository and PARITY. The Summary Notice of Sale shall be substantially in the form attached hereto as Exhibit B with such additions, deletions and omissions as may be necessary for the Township to market the Bonds (the "Summary Notice of Sale"), including in accordance with the requirements of the Securities Depository and PARITY. The Township Clerk is hereby directed to arrange for the publication or electronic posting of the Notice of Sale in the form provided herein in the Courier News or such other authorized newspaper of the Township, such publication or electronic posting to be not less than seven days prior to the date of sale, and any actions taken by the Township Clerk prior to the date of adoption of this resolution in connection with the publication or electronic posting of the Notice of Sale are hereby ratified, confirmed and approved. McManimon, Scotland & Baumann, LLC is hereby directed to arrange for the publication of the Summary Notice of Sale in the form provided herein in The Bond Buyer, a financial newspaper published and circulating in the City of New York, New York, such publication to be not less than seven days prior to the date of sale.
- Section 6. The Bonds shall have printed thereon a copy of the written opinion with respect to the Bonds that is to be rendered by the law firm of McManimon, Scotland & Baumann, LLC, complete except for omission of its date. Alternatively, the Bonds may be accompanied by the signed legal opinion or a copy thereof.
- Section 7. The Township's Chief Financial Officer is hereby authorized to use original issue premium on the Bonds to provide for one or more of the following: (i) to reduce the principal amount of the Bonds, provided that the total amount of Bond proceeds, inclusive of any original issue premium, is not less than \$48,695,000; (ii) to pay interest on the Bonds until completion of the construction and acquisition of the projects being funded by the Bonds, plus 6 months; (iii) to pay the interest due on any bond anticipation notes being refunded with the proceeds of the Bonds; (iv) to provide for the costs associated with the authorization, sale and issuance of the Bonds; or (v) to provide for the costs of capital projects to be undertaken by the Township, provided such capital projects and the expenditure of such funds are for a tax-exempt purpose.
- Section 8. The law firm of McManimon, Scotland & Baumann, LLC is hereby authorized to arrange for the printing of the Bonds and the Official Statement to be prepared by McManimon, Scotland & Baumann, LLC, NW Financial Group, LLC, and Township officials. The Mayor and the Chief Financial Officer are hereby authorized to execute any certificates necessary in connection with the distribution of the Official Statement. Such Official Statement may be distributed in preliminary form and

deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the Township by the Chief Financial Officer or by the Mayor. Final Official Statements shall be delivered to the purchaser of the Bonds within the earlier of seven business days following the sale of the Bonds or to accompany the purchaser's confirmations that request payment for the Bonds.

Section 9. The Township hereby covenants that it will comply with any conditions subsequently imposed by the Internal Revenue Code of 1986, as amended, in order to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds, if necessary.

Section 10. (a) The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with the Securities Depository as may be necessary in order to provide that the Bonds will be eligible for deposit with the Securities Depository and to satisfy any obligation undertaken in connection therewith.

(b) In the event that the Securities Depository may determine to discontinue providing its service with respect to the Bonds or is removed by the Township and if no successor securities depository is appointed, the Bonds that were previously issued in book-entry form shall be converted to registered Bonds in denominations of \$5,000 or any integral multiple of \$1,000 in excess thereof. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the registered Bonds. The Township shall be obligated to provide for the execution and delivery of the registered Bonds in certificated form.

Section 11. (a) Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the Bonds are not exempt from the Rule and provided that the Bonds are not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the Bonds remain outstanding (unless the Bonds have been wholly defeased), the Township shall provide for the benefit of the holders of the Bonds and the beneficial owners thereof:

(i) On or prior to September 30 of each year, beginning September 30, 2026 for the fiscal year ending December 31, 2025, electronically to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or such other repository designated by the Securities and Exchange Commission to be an authorized repository for filing secondary market disclosure information, if any, annual financial information with respect to the Township consisting of the audited financial statements (or unaudited financial statements if audited financial statements are not then available, which audited financial statements will be delivered when and if available) of the Township and certain financial information and operating data, consisting of (A) Township and overlapping indebtedness, including a schedule of outstanding debt issued by the Township, (B) property valuation information and (C) tax rate, levy and collection data. The audited financial information will be prepared in accordance with generally accepted accounting principles as modified by governmental accounting standards as may be required by New Jersey law;

(ii) If any of the following events occur regarding the Bonds, a timely notice not in excess of ten business days after the occurrence of such event sent to EMMA:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (5) Substitution of credit or liquidity providers, or their failure to perform;
  - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
  - (7) Modifications to the rights of holders of the Bonds, if material;
  - (8) Bond calls, if material, and tender offers;
  - (9) Defeasances;
  - (10) Release, substitution or sale of property securing repayment of the Bonds, if material;
  - (11) Rating changes;
  - (12) Bankruptcy, insolvency, receivership or similar event of the Township;
  - (13) The consummation of a merger, consolidation or acquisition involving the Township or the sale of all or substantially all of the assets of the Township, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
  - (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
  - (15) Incurrence of a Financial Obligation of the Township, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the Township, any of which affect holders of the Bonds, if material; and
  - (16) Default, event of acceleration, termination event, modification of terms or other similar events under a Financial Obligation of the Township, if any such event reflects financial difficulties; and
- (iii) Notice of failure of the Township to provide required annual financial information on or before the date specified in this resolution shall be sent in a timely manner to EMMA.
- (b) If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this resolution, insofar as the provisions of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.
- (c) The Chief Financial Officer shall determine, in consultation with Bond Counsel, the application of the Rule or the exemption from the Rule for each issue of obligations of the Township prior to their offering. Such Chief Financial Officer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule.
- (d) In the event that the Township fails to comply with the Rule requirements or the written contracts or undertakings specified in this resolution, the Township shall not be liable for monetary damages. The sole remedy is hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.
- Section 12. This resolution shall take effect immediately.

[Exhibit A begins on next page]

Exhibit A  
Notice of Sale  
To be published in the Courier News  
and  
To be posted on [www.munihub.com](http://www.munihub.com)

NOTICE OF SALE  
\$48,695,000\*  
GENERAL IMPROVEMENT BONDS, SERIES 2025  
OF THE TOWNSHIP OF PISCATAWAY, IN THE  
COUNTY OF MIDDLESEX, NEW JERSEY  
(Book-Entry-Only Bonds) (Callable)

SUMMARY

ISSUER: Township of Piscataway, in the County of Middlesex, New Jersey

PAR AMOUNT: \$48,695,000\*

SECURITY: General obligations of the Township

TAX-EXEMPT: Yes

RATING: Rating to be assigned

TYPE OF SALE: Electronic proposals via PARITY Electronic Bid System (PARITY) of I-Deal, LLC ("I-Deal"). See "Bidding Details" herein.

AGENT: PARITY – Electronic proposals will be received via the PARITY Electronic Bid System ("PARITY") of I-Deal

SALE DATE & BID TIME: October 15, 2025 until 11:00 a.m. local time, at which time they will be publicly opened, received and announced. Award by 3:00 p.m.

DATED DATE: Date of Delivery

DELIVERY DATE: October 30, 2025

INTEREST PAYMENT DATES: April 15 and October 15, commencing April 15, 2026

CALL DATE: October 15, 2033 @ par for Bonds maturing on or after October 15, 2034

MINIMUM BID: \$48,695,000 (Par)

MAXIMUM BID: \$51,129,750 (Par plus 5% original issue premium)

BID SECURITY: Good Faith Check or wire transfer in the amount of \$973,900 received by Township (prior to bidding)

BASIS OF AWARD: True Interest Cost

LEGAL OPINION: McManimon, Scotland & Baumann, LLC, Roseland, New Jersey

OFFERING STATEMENT: Preliminary Official Statement available at [www.i-dealprospectus.com](http://www.i-dealprospectus.com)

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\*Preliminary, subject to change.

NOTICE

NOTICE IS HEREBY GIVEN that bids will be received by the Township of Piscataway, in the County of Middlesex, New Jersey (the "Township"), for the purchase of \$48,695,000\* original principal amount of the Township's General Improvement Bonds, Series 2025 (the "Bonds"). All Bids (as defined below) must be submitted in their entirety via "PARITY Electronic Bid System" (PARITY) prior to 11:00 a.m., New Jersey time, on October 15, 2025 (the "Sale Date"). To bid, Bidders (as defined below) must have submitted a good faith check or wire transfer, payable to the Township, in the amount of \$973,900 by no later than 10:30 a.m. on the Bid Date (see Bidding Details below).

Preliminary and Final Official Statements

The Township's Preliminary Official Statement (the "POS") is available for viewing in electronic format on PARITY'S website located at [www.i-dealprospectus.com](http://www.i-dealprospectus.com). In addition, broker-dealers registered with the Financial Industry Regulatory Authority and dealer banks with The Depository Trust Company ("DTC") clearing arrangements may either: (a) print out a copy of the POS on their own printer or (b) at any time prior to the Sale Date, elect to receive a photocopy of the POS in the mail by requesting it by calling the Township's bond counsel, Matthew D. Jessup, Esq., McManimon, Scotland & Baumann, LLC ("Bond Counsel"), 75 Livingston Avenue, Roseland, New Jersey 07068 (telephone no. 973-622-4850), or attention of Elizabeth Manuel, Paralegal (telephone no. 973-622-5280), or the Township's Municipal Advisor, Heather I. Litzebauer, NW Financial Group, LLC (the "Municipal Advisor"), 522 Broad Street, Bloomfield, New Jersey 08691 (telephone no. 201-656-0115). All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is deemed by the Township to be final as of its date for purposes of SEC Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid(s) or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a Final Official Statement (the "Final Official Statement") as may be necessary.

The Township, at its own expense, will make available to the winning Bidder a reasonable number of Final Official Statements within seven (7) business days following the date of acceptance of the Bid.

Types of Bids Allowed

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of \$48,695,000\*. There will be only one CUSIP assigned to each annual maturity of the issue. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the Township, such winning Bidder will be required to purchase the entire issue in accordance with such Bid.

\*Preliminary, subject to change.

Interest Payment Dates; Description of the Bonds

The Bonds will be dated their date of delivery and will bear interest from such date payable semiannually on each April 15 and October 15, commencing on April 15, 2026. Interest shall be computed on the basis of a 30-day month/360-day year.

Principal Amortization

The Bonds shall mature on October 15 as set forth in the following table:

| <u>Year</u> | <u>Principal Amount</u> | <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|-------------|-------------------------|
| 2026        | \$2,500,000             | 2032        | \$5,000,000             |
| 2027        | \$2,500,000             | 2033        | \$5,000,000             |
| 2028        | \$2,185,000             | 2034        | \$5,000,000             |
| 2029        | \$3,565,000             | 2035        | \$5,000,000             |
| 2030        | \$3,840,000             | 2036        | \$5,000,000             |
| 2031        | \$4,105,000             | 2037        | \$5,000,000             |

The Township may, and expects to, after the receipt and opening of bids, adjust the maturity schedule of the Bonds; provided, however, that (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein, and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of Bonds, as

specified herein, and the aggregate principal amount of Bonds, as adjusted, will not exceed \$48,695,000. The dollar amount bid by the winning Bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of the Bonds to be issued. The adjusted Bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount, as calculated from the original Bid, and the initial public offering prices required to be delivered to the Township, as stated herein.

#### Book-Entry-Only

The Bonds will be issued in book-entry-only form, initially in the name of Cede & Co., as nominee for DTC. Purchasers will not receive certificates representing their interests in the Bonds. Individual purchases will be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. Payments of principal, interest and redemption premium, if any, will be made by the paying agent to DTC for subsequent disbursement to DTC participants to then be remitted to the beneficial owners of the Bonds.

#### Terms of PARITY

Each electronic proposal must be submitted via PARITY. No Bidder will see any other Bidder's Bid, nor will any Bidder see the status of its Bid relative to other Bids (e.g., whether its Bid is a leading bid). To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential Bidders may contact PARITY at I-Deal at (212) 404-8102. The Township may, but is not obligated to, acknowledge its acceptance in writing of any Bid submitted electronically via PARITY. If a Bid submitted electronically via PARITY is accepted by the Township, the terms of this Notice of Sale and the information that is electronically transmitted via PARITY shall form a contract, and the successful Bidder shall be bound by the terms of such contract.

PARITY is not an agent of the Township, and the Township shall have no liability whatsoever based on any Bidder's use of PARITY, including, but not limited to, any failure by PARITY to correctly or timely transmit information provided by the Township or information provided by the Bidder.

The Township may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via The Municipal Market Monitor, or by other available means, no later than 10:00 a.m., Eastern Time, on the Sale Date.

Once the bids are communicated electronically via PARITY to the Township, each Bid will constitute an official proposal for the Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all proposals for the Bonds, the time as maintained on PARITY shall constitute the official time.

Each Bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its Bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the Township nor i-Deal shall have any duty or obligation to provide or assure access to any Bidder, and neither the Township nor i-Deal shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The Township is using PARITY as a communication mechanism, and not as the Township's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each Bidder agrees to hold the Township harmless for any harm or damages caused to such Bidder in connection with its use of PARITY for bidding on the Bonds.

#### Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds:

- (1) BIDDERS MUST SUBMIT A GOOD FAITH CHECK OR WIRE TRANSFER IN THE AMOUNT OF \$973,900, PAYABLE TO THE TOWNSHIP, NO LATER THAN 10:30 A.M. ON THE SALE DATE. HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT CHECKS OR WIRES ON THE DAY PRIOR TO THE SALE DATE TO ASSURE RECEIPT OF PAYMENT BY THE TOWNSHIP AT THE FOLLOWING ADDRESS:

Padmaja Rao  
Chief Financial Officer  
Township of Piscataway

Municipal Complex  
455 Hoes Lane  
Piscataway, NJ 08854

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE TOWNSHIP. BIDDERS SUBMITTING A WIRE SHOULD CONTACT THE TOWNSHIP'S MUNICIPAL ADVISOR, HEATHER I. LITZEBAUER (TELEPHONE NO. 201-656-0115), TO OBTAIN THE WIRE INSTRUCTIONS.

UNSUCCESSFUL BIDDERS SUBMITTING THE GOOD FAITH DEPOSIT BY WIRE TRANSFER SHALL, NO LATER THAN THE CLOSE OF BUSINESS ON THE SALE DATE OF THE BONDS, PROVIDE THE CHIEF FINANCIAL OFFICER IN WRITING WITH WIRING INSTRUCTIONS FOR THE RETURN OF SUCH UNSUCCESSFUL BIDDER'S GOOD FAITH DEPOSIT. IN THE EVENT THAT THE TOWNSHIP FAILS TO RETURN ANY GOOD FAITH WIRES IN A TIMELY FASHION, THE TOWNSHIP SHALL NOT BE LIABLE FOR MONETARY DAMAGES, REMEDY BEING HEREBY SPECIFICALLY LIMITED TO SPECIFIC PERFORMANCE.

- (2) All Bids must be submitted on PARITY. No telephone, telefax, telegraph or personal delivery Bids will be accepted.
- (3) All Bids for the Bonds must be submitted on an AON basis. Bidders may change and submit Bids as provided for herein, but a submitted Bid may not be withdrawn.
- (4) Bidders may bid to purchase Bonds from the Township with a bid premium in an amount not in excess of five percent (5%) of the par amount of the Bonds, representing a bid price of not in excess of \$51,129,750. No Bid will be considered if the Bid is to purchase Bonds at a price less than 100% of the principal amount thereof. The Township may, and expects to, after the receipt and opening of bids, adjust the maturity schedule of the Bonds as set forth in more detail under "Principal Amortization" above.
- (5) Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of 1/8 or 1/20 of 1%. The difference between the highest and lowest interest rates named in the Bid shall not exceed two percent (2%) per annum. Not more than one rate may be named for Bonds of the same maturity. There is no limitation on the number of rates that may be named. Each proposal submitted must state the purchase price, which must be not less than par. The Bonds will be awarded to the Bidder on whose Bid the total loan may be made at the lowest true interest cost ("TIC"). Such TIC shall be calculated as described below. No proposal shall be considered that offers to pay an amount less than the principal amount of Bonds offered for sale or under which the total loan is made at a TIC higher than the lowest TIC to the Township under any legally acceptable proposal. The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price, if applicable.
- (6) Bidders are only permitted to submit Bids for the Bonds during the bidding period.

Definitions

- "Bid" any confirmed purchase offer received by PARITY on or before the proposal submission deadline.
- "Bidder" any firm registered and approved for participation in sale.
- "True Interest Cost (TIC)" true interest cost shall be computed in each instance by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding interest accrued to the Delivery Date. The TIC serves as the basis for awarding bonds to the winning Bidder.

"Winning Bid" any purchase offer made by a Bidder and received by PARITY that, at the end of the bidding time period, results in the lowest TIC that is acceptable to the Township.

#### Bid Procedure and Basis of Award

Subject to the right reserved by the Township to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest TIC for the Township and otherwise complies with the Notice of Sale.

Bids must remain valid until at least 3:00 p.m., prevailing time, on the Sale Date, and if accepted by the Township, prior to such time, shall be irrevocable except as otherwise provided in the Notice of Sale. Upon selection of the winning Bidder, the Township will execute an award certificate to award the Bonds and will promptly communicate with the winning Bidder by telephone, e-mail or fax.

#### Bid Security and Method of Payment for Bonds

A good faith deposit (the "Deposit") in the form of a certified or cashier's check or wire transfer (wiring instructions can be obtained from the Township's Municipal Advisor) in the amount of \$973,900, payable to the order of the Township, is required for each Bid to be considered. If a check is used, it must be a certified treasurer's or cashier's check and must be provided to the Township prior to 10:30 a.m. on the Sale Date for bids to be submitted. If a wire transfer is used, such wire must be received by the Township prior to 10:30 a.m. on the Sale Date. Each Bidder accepts responsibility for delivering such check or wire on time and the Township is not responsible for any check or wire that is not received on time. No interest on the Deposit will accrue to the winning Bidder. The Deposit will be applied to the purchase price of the Bonds. In the event the winning Bidder fails to honor its accepted Bid, the Deposit will be retained by the Township. Award of the Bonds to the winning Bidder or rejection of all Bids is expected to be made within two hours after opening of the bids, but such winning Bidder may not withdraw its proposal until after 3:00 p.m. on the Sale Date and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in federal funds by wire transfer to the Township on or about the Delivery Date.

#### Right to Reject Bids; Waive Irregularities

The Township reserves the right to reject any and all Bids and, to the extent permitted by law, to waive any irregularity or informality in any Bid.

#### Information Required from the Winning Bidder

By making a bid for the Bonds, the winning Bidder(s) agrees: (a) to provide to the Township, in writing, immediately upon being unofficially awarded the Bonds, a written confirmation of the Bid, which shall include the purchase price, reoffering yield(s) and other related information necessary for completion of the Final Official Statement by the Municipal Advisor and by Bond Counsel; (b) to disseminate to all members of the underwriting syndicate copies of the Final Official Statement; (c) to promptly file a copy of the Final Official Statement with the Municipal Securities Rulemaking Board; and (d) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Bonds to alternate purchasers.

#### Establishment of Issue Price for the Bonds

In the event the Township receives at least three (3) bids for the Bonds, then the issue price for the Bonds shall be established based on the reasonably expected initial offering prices of the Bonds as of the Sale Date (the "Expected Offering Prices"). The Expected Offering Prices shall consist of the prices for each maturity of the Bonds used by the winning Bidder in formulating its bid to purchase the Bonds. The winning Bidder shall be required to deliver on the Delivery Date a certificate to such effect and to provide to the Township, in writing, the Expected Offering Prices as of the Sale Date.

In the event the Township receives fewer than three (3) bids for the Bonds, then the issue price for the Bonds shall be established based on the following method as selected by the winning Bidder on the Sale Date:

10% Sold: The issue price for the Bonds shall be established based on the first price at which at least 10% of each maturity of the Bonds was sold to the Public (as defined below). The winning Bidder shall be required to deliver on the Delivery Date a certificate to such effect and to provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of such sales prices for each maturity of the Bonds. In the event that the winning Bidder has not sold at least 10% of each maturity of the Bonds to the Public as of the Delivery Date (each, an "Unsold Maturity"), the winning

Bidder shall (i) provide to the Township, in writing, on the Delivery Date, the Expected Offering Prices for each Unsold Maturity and a certificate regarding same and (ii) have a continuing obligation to provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of the first price at which at least 10% of each Unsold Maturity is sold to the Public, contemporaneous with each such sale, until at least 10% of all such Unsold Maturities have been sold to the Public.

Hold-the-Price: The issue price for the Bonds shall be established based on the initial offering price of the Bonds to the Public as of the Sale Date, provided that the winning Bidder shall, in writing, (i) confirm that the Underwriters have offered or will offer the Bonds to the public on or before the Sale Date at the offering price or prices set forth in the Bid submitted by the winning Bidder and (ii) agree, on behalf of the Underwriters participating in the purchase of the Bonds, that the Underwriters will neither offer nor sell the Bonds to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of: (1) the close of the fifth (5th) business day after the sale date or (2) the date on which the Underwriters have sold at least 10% of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

Public means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an Underwriter (as defined herein) or a related party to an Underwriter. The term "related party" generally means any two or more persons who have greater than 50% common ownership, directly or indirectly. Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

#### Delivery of the Bonds

The Bonds will be delivered on or about the Delivery Date (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PUBLISHED ON PARITY NOT LATER THAN 2 HOURS PRIOR TO ANY ANNOUNCED DATE FOR RECEIPT OF BIDS) in New York City at DTC against payment of the purchase price therefor (less the amount of the good faith deposit) in federal funds.

There will also be furnished the usual closing papers, including (1) a certificate signed by the officials who signed the Bonds stating that no litigation of any kind is now pending or, to their knowledge, threatened to restrain or enjoin the issuance or delivery of the Bonds, or in any manner questioning the proceedings and authorization under which the Bonds are issued or affecting the validity of the Bonds, and (2) a certificate signed by the Township relating to the Final Official Statement.

#### CUSIP Numbers

The Municipal Advisor will apply for CUSIP numbers with respect to the Bonds, but neither the Municipal Advisor nor the Township will assume any obligation for the assignment or printing of such numbers on the Bonds or for the correctness of such numbers, and neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the winning Bidder to accept delivery of and make payment for the Bonds. The CUSIP Service Bureau charge for the assignment of the CUSIP numbers shall be the responsibility of and shall be paid for by the winning Bidder.

#### Legal Opinion

The approving opinion of McManimon, Scotland & Baumann, LLC, Bond Counsel to the Township, will be furnished without cost to the winning Bidder.

#### Postponement

The Township reserves the right to postpone, from time to time, the date and time established for receipt of Bids. ANY SUCH POSTPONEMENT WILL BE PUBLISHED OR POSTED BEFORE 10:00 A.M. ON THE SALE DATE. If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced via PARITY at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on PARITY at the time the sale date and time are announced.

Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for and authorized by the Township. The Notice of Sale and the POS may be viewed on PARITY'S website located at [www.i-dealprospectus.com](http://www.i-dealprospectus.com). However, the Township makes no assurance or representation with respect to the form of the Notice of Sale and the POS on PARITY, and no investment decision should be made in reliance thereon. Printed copies of the POS and the Notice of Sale may be obtained from the Municipal Advisor or Bond Counsel at the addresses and phone numbers stated above.

For additional information relating to the sale, please contact PARITY at (212) 404-8102. Additional information relating to the financing by the Township can be obtained by contacting the undersigned Chief Financial Officer at (732) 562-2300 or at or by contacting the Township's Municipal Advisor.

TOWNSHIP OF PISCATAWAY

By: Padmaja Rao, Chief Financial Officer

Dated: September \_\_, 2025

[End of Exhibit A]

[Exhibit B begins on the next page]

Exhibit B  
(Summary Notice of Sale to be Published in The Bond Buyer)

SUMMARY NOTICE OF SALE

\$48,695,000\*  
 GENERAL IMPROVEMENT BONDS, SERIES 2025  
 OF THE  
 TOWNSHIP OF PISCATAWAY, IN THE  
 COUNTY OF MIDDLESEX, NEW JERSEY  
 (Book-Entry-Only Bonds) (Callable)

SUMMARY

Dated: Date of Delivery – On or about October 30, 2025  
 Bid Date and Time: October 15, 2025 at 11:00 a.m. and award by 3:00 p.m.  
 Type of Sale: PARITY  
 Interest: Multiple Interest Rates – multiples of 1/8 or 1/20 of 1%  
 Legal Opinion: McManimon, Scotland & Baumann, LLC, Roseland, NJ  
 Bid Security: Good faith check or wire transfer must be received by the Township by 10:30 a.m. prior to bidding in the amount of \$973,900  
 Limitation on Premium: \$51,129,750 (Par plus 5% original issue premium)  
 Maturity Schedule: October 15 as set forth in the following table:

| <u>Year</u> | <u>Principal Amount</u> | <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|-------------|-------------------------|
| 2026        | \$2,500,000             | 2032        | \$5,000,000             |
| 2027        | \$2,500,000             | 2033        | \$5,000,000             |
| 2028        | \$2,185,000             | 2034        | \$5,000,000             |
| 2029        | \$3,565,000             | 2035        | \$5,000,000             |
| 2030        | \$3,840,000             | 2036        | \$5,000,000             |
| 2031        | \$4,105,000             | 2037        | \$5,000,000             |

\* Preliminary, subject to change

Preliminary Official Statement, Notice of Sale and other details available at [www.i-dealprospectus.com](http://www.i-dealprospectus.com)

[End of Exhibit B]

RESOLUTION #25-299

WHEREAS, the Township Council of the Township of Piscataway, in the County of Middlesex, New Jersey (the "Township"), has heretofore duly authorized the issuance of Energy Savings Obligation Refunding Bonds pursuant to applicable law; and

WHEREAS, it is necessary and desirable for the Township to issue bond anticipation notes in an amount not to exceed \$20,000,000 (the "Notes"), in anticipation of the issuance of such Energy Savings Obligation Refunding Bonds; and

WHEREAS, the issuance of the Notes will provide interim financing pending the issuance and sale of the Bonds; and

WHEREAS, the Township Council has determined that it is in the best interests of the Township to authorize the issuance of the Notes in accordance with the Local Bond Law, N.J.S.A. 40A:2-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Piscataway, in the County of Middlesex, New Jersey, as follows:

Section 1. (a) Pursuant to the Local Bond Law of the State of New Jersey, Energy Savings Obligation Refunding Bond Anticipation Notes (the "ESIP Notes") of the Township of Piscataway, in the County of Middlesex, New Jersey (the "Township"), are hereby authorized to be issued in anticipation of the issuance of energy savings obligation refunding bonds of the Township, authorized by Ordinance No. 2024-07, duly adopted on February 13, 2024 ("Ordinance 2024-07"), and pursuant to which such energy savings obligation refunding bonds remain authorized but unissued.

(b) The ESIP Notes authorized by this resolution and Ordinance 2024-07 may be issued in amounts and denominations not exceeding in the aggregate the amount of ESIP Notes authorized herein, as determined by the chief financial officer of the Township pursuant to this resolution.

Section 2. The following matters in connection with the ESIP Notes are hereby determined:

(a) All ESIP Notes issued hereunder shall mature at such time as may be determined by the chief financial officer, provided that no ESIP Note shall mature later than one year from its date;

(b) All ESIP Notes issued hereunder shall bear interest at such rate or rates as may be determined by the chief financial officer;

(c) The ESIP Notes shall be in the form determined by the chief financial officer and the chief financial officer's signature upon the ESIP Notes shall be conclusive as to such determination;

(d) ESIP Notes issued hereunder may be renewed from time to time for periods of not exceeding one year for the time period specified in, and in accordance with the provisions of N.J.S.A. 40A:2-8(a).

Section 3. The chief financial officer is hereby authorized and directed to determine all matters in connection with the ESIP Notes not determined by this or a subsequent resolution and the chief financial officer's signature upon the ESIP Notes shall be conclusive as to such determination.

Section 4. The chief financial officer is hereby authorized to sell the ESIP Notes from time to time at public or private sale in such amounts as such officer may determine at not less than par and to deliver the same from time to time to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof and payment therefor.

Section 5. The chief financial officer, in connection with other professionals of the Township acting under the chief financial officer's direction, is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document for the Township, as it may be so updated from time to time, to be distributed in connection with the sale of the ESIP Notes. The chief financial officer is hereby authorized to execute such disclosure document on behalf of the Township.

Section 6. All ESIP Notes issued pursuant to this resolution shall be a general obligation of the Township. The full faith and credit of the Township

are hereby pledged to the punctual payment of the principal of and the interest on the ESIP Notes and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 7. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended, in order to preserve the exemption from taxation of interest on the ESIP Notes, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the ESIP Notes.

Section 8. (a) Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the ESIP Notes are not exempt from the Rule and provided that the ESIP Notes are not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the ESIP Notes remain outstanding (unless the ESIP Notes have been wholly defeased), the Township shall provide electronically to the Municipal Securities Rule Making Board's Electronic Municipal Market Access ("EMMA") system or such other repository designated by the Securities and Exchange Commission to be an authorized repository for filing secondary market disclosure information, if any, in a timely manner not in excess of ten business days after the occurrence of such event, notice of any of the following events with respect to the ESIP

Notes:

- (1) Principal and interest payment delinquencies;
  - (2) Non-payment related defaults, if material;
  - (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
  - (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
  - (5) Substitution of credit or liquidity providers, or their failure to perform;
  - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
  - (7) Modifications to the rights of holders of the security, if material;
  - (8) Bond calls, if material, and tender offers;
  - (9) Defeasances;
  - (10) Release, substitution or sale of property securing repayment of the security, if material;
  - (11) Rating changes;
  - (12) Bankruptcy, insolvency, receivership or similar event of the Township;
  - (13) The consummation of a merger, consolidation or acquisition involving the Township or the sale of all or substantially all of the assets of the Township, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
  - (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
  - (15) Incurrence of a Financial Obligation of the Township, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the Township, any of which affect holders of the security, if material; and
  - (16) Default, event of acceleration, termination event, modification of terms or other similar events under a Financial Obligation of the Township, if any such event reflects financial difficulties.
- (b) In the event that the Township fails to comply with the above-described undertaking, the Township shall not be liable for any monetary damages, remedy of the beneficial owners of the ESIP Notes being specifically limited in the undertaking to specific performance of the undertaking.
- (c) The undertaking may be amended by the Township from time to time, without the consent of the noteholders or the beneficial owners of the ESIP Notes, in order to make modifications required in connection with a change in legal requirements or change in law,

which in the opinion of nationally recognized bond counsel complies with the Rule.

Section 9. The chief financial officer is authorized and directed to report in writing to this governing body at the meeting next succeeding the date when any sale or delivery of the ESIP Notes pursuant to this resolution is made, such report to include the amount, description, interest rate and maturity of the ESIP Notes sold, the price obtained and the name of the purchaser.

Section 10. This resolution shall take effect immediately.

#### RESOLUTION #25-300

WHEREAS, the Rutgers Community Farmers Market wishes to bring healthy food from local farms to the Rutgers Busch Campus geared to providing fresh produce to students with SNAP benefits; and

WHEREAS, the Township wishes to support access to healthy and nutritious food to Piscataway residents and students and facilitate vendors to attend by waiving the fee for the One Day Food Licenses; and

WHEREAS, all vendors must still comply with the applicable health regulations governed by N.J.A.C. 8:24 et seq. and Chapter X, Section 4 of the Revised General Ordinances of the Township of Piscataway; and

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Piscataway, that the appropriate municipal officials be and are hereby authorized to waive the One Day Food License fees for all vendors participating in the Rutgers Community Farmers Market through August 31, 2026; and

BE IT FURTHER RESOLVED that all participating vendors must comply with the applicable health regulations governed by N.J.A.C. 8:24 et seq. and Chapter X, Section 4 of the Revised General Ordinances of the Township of Piscataway.

#### ANNOUNCEMENTS & COMMENTS FROM OFFICIALS:

- Councilmember Carmichael remarked that she enjoyed all the Concerts in the Park events and thanked the Cultural Arts Advisory Commission for their work in putting them together.
- Councilmember Leibowitz
- Councilmember Lombardi reminded residents of several upcoming events – the September 11<sup>th</sup> Memorial at the Elks on 9/11 at 6:00pm, the shredding event on 9/13, and the Townwide Yard Sale on 10/4 and 10/5 – and she congratulated the Piscataway Township Police Department for their recognition of the safe streets program.
- Councilmember Rashid reminded residents of the voter registration deadline and encouraged everyone to go to the PHS Super Chiefs band festival.
- Councilmember Uhrin did not have any comments.
- Mayor Wahler informed the public that the Centennial Ave road project has begun and many other long-term road projects are finishing up.
- Business Administrator Paula Cozzarelli gave more details on the bond ordinances as well as an update on the solar panel project, the dispatch center, and the contract for the Ecological Park.
- Township Attorney Raj Goomer did not have any comments.
- Council President Espinosa reminded residents to drive safely around town, especially with school back in session. He also talked about the 2<sup>nd</sup> Annual Bike Tour that currently has over 170 registrations.

The Council considered the matters on the Agenda for October 7, 2025:

- ORDINANCE – SECOND READING – Rescinding Ordinance No. 2024-42 – OPEN TO PUBLIC - RESOLUTION Adopting Ordinance.
- MOTION – Accept Council Meeting Minutes – August 12, 2025.

#### OPEN TO PUBLIC – REMOTE ATTENDEES:

There being no comments, this portion of the meeting was closed to the public.

OPEN TO PUBLIC – IN PERSON ATTENDEES:

- Costas Efthymious, 58 Curtis Ave, discussed his ongoing issue with property maintenance.
- Ralph Johnson, 39 E Burgess Ave, expressed a desire to work together with the Mayor and Council for the betterment of the community.
- Staci Berger, 233 Ellis Parkway, asked the Council about the DPW trucks blocking the entrances to the Municipal Building during a recent protest.
  - Township Attorney Raj Goomer explained that a government building cannot be used for political purposes.
  - A discussion between various members of the Council, Mayor Wahler, and Ms. Berger then took place.
- Curtis Grubbs, 1750 W 3<sup>rd</sup> St, asked for an update on Hazelwood Ave.
  - Township Attorney Raj Goomer stated that residents should start to receive letters in approximately two (2) weeks.

There being no further comments, this portion of the meeting was closed to the public.


There being no further business to come before the council, the meeting was adjourned at 7:41 pm. Motion by Councilmember Lombardi, seconded by Councilmember Leibowitz, carried unanimously.

Respectfully submitted,



Jennifer Johnson, Deputy Township Clerk

Accepted:



Dennis Espinosa  
Council President