

TOWNSHIP OF EWING

ORDINANCE NO. 06-26

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER TO AMEND ORDINANCE NO. 19-06, WHICH ESTABLISHED "PAY TO PLAY" REFORM CONCERNING THE AWARD OF CONTRACTS IN THE TOWNSHIP OF EWING

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Ewing that Ordinance No. 19-06, of the Revised General Municipal Ordinances of the Township of Ewing be amended as follows:

Section 1: Ordinance No. 19-06 is hereby amended as follows:

Article 1. Redevelopment Agreements under the Local Redevelopment and Housing Law

1. Prohibition of entering into or amending redevelopment agreements with certain contributors.

A. Any other provision of law to the contrary notwithstanding, the Township of Ewing or any of its purchasing agents or agencies or those of its independent authorities, as the case may be, shall not enter into an agreement, amend an agreement, or otherwise contract with any redeveloper for the planning, replanning, construction or undertaking of any redevelopment project, including the acquisition or leasing of any public property in conjunction with the redevelopment of any area within the Township of Ewing pursuant to the Local Redevelopment and Housing Law, if that redeveloper has made any contribution of money, or pledge of a contribution, including in-kind contributions, or loans during the applicable time period as specified below, to a campaign committee of any Township of Ewing candidate or holder of public office within the Township of Ewing having responsibility for arranging, entering into, or approving the redevelopment agreement, or for appointing those who enter into the agreement on behalf of the Township of Ewing or; to any candidates committee, joint candidates committee, municipal political campaign committee (PAC), or to any Mercer County party committee, or to any political action committee which regularly engages in the support of the Township of Ewing municipal campaigns.

For purposes of this section, the "applicable time period" shall be defined as the time period between the date that the property which is the subject of the redevelopment project has been included in a memorializing resolution adopted by the governing body directing the planning board to conduct a preliminary investigation to determine if the site is in need of redevelopment pursuant to and in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., and the date of entering into the redevelopment agreement, or the twelve (12) months prior to entering into the agreement, whichever is shorter.

B. All redevelopment agreements or amendments thereto entered into by the Township of Ewing shall contain a provision prohibiting redevelopers as defined in section C to solicit or make any contribution of money, or pledge of a contribution including in-kind contributions, or loans to any Township of Ewing candidate or holder of public office within the Township of Ewing having responsibility for arranging, entering into, or approving the redevelopment agreement, or for appointing those who enter into the agreement on behalf of the Township of Ewing or; to any Township of Ewing political campaign committee, or to any Township of Ewing or Mercer County Party Committee, or to any candidates committee, joint candidates committee or to any political action committee (PAC) which regularly engages in the support of municipal elections and/or municipal parties or which engages in the support of the Township of Ewing municipal campaigns, between the time of first communication between

that redeveloper and the municipality regarding a redevelopment project and the latter of the termination of negotiations or the completion of all matters specified in the redevelopment agreement.

6. Contribution Disclosure Statement.

No redevelopment contract shall be entered without submission by the redeveloper of a Contribution Disclosure Statement. For purposes of this section, Contribution Disclosure Statement means a list specifying the amount, date and recipient of any and all contributions made to or on behalf of any candidate, candidate committee, joint candidates committee, political committee, continuing political committee or political party committee of, or pertaining to, the Township of Ewing, up to two (2) years prior to filing a redevelopment or variance application and for two (2) years after the completion of the redevelopment project.

Article 3. Prohibition on awarding public contracts to certain contributors.

1. Prohibition on awarding public contracts to certain contributors.

- A. Any other provision of law to the contrary notwithstanding and except as provided in Sections 1 and 2 above, the Township or any of its purchasing agents or agencies or those of its independent authorities, as the case may be, shall not enter into an agreement or otherwise contract, which exceeds the bid threshold set forth in N.J.S.A. 40A:11-3, to procure any goods, professional, banking, insurance coverage services or any other consulting services from any professional business entity, if that entity has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, or loans to any Township of Ewing municipal candidate or holder of the public office having ultimate responsibility for the award of the contract, or campaign committee supporting such candidate or officeholder, or to any Township of Ewing or Mercer County party committee, candidates committee, joint candidates committee or to any political action committee (PAC) that regularly engages in the support of municipal elections and/or municipal parties in excess of the thresholds specified in subsection (D) within one calendar year immediately preceding the date of the contract or agreement, unless the goods or services are procured through the public bidding process pursuant to N.J.S.A. 40A:11-4 or the competitive contracting process pursuant to N.J.S.A. 40A:11-4.1.
- B. No professional business entity which enters into negotiations for, or agrees to, any contract or agreement with the municipality or any department or agency thereof or of its independent authorities for the furnishing of goods or rendition of professional, banking or insurance coverage services or any other consulting services shall solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, or loans to any Township of Ewing municipal candidate or holder of the public office having ultimate responsibility for the award of the contract, or campaign committee supporting such candidate or officeholder, or to any Township of Ewing or Mercer County party committee, candidates committee, joint candidates committee, or to any political action committee (PAC) that regularly engages in the support of municipal elections and/or municipal parties between the time of first communications between that business entity and the Township regarding any contract and the later of the termination of negotiations or completion of the contract or agreement.
- D. Any individual meeting the definition of "professional business entity" under this section may annually contribute a maximum of \$300 each for any purpose to any candidate, for mayor or council, or \$500 to the Township of Ewing or Mercer County party committee, candidates committee, joint candidates committee or to a political action committee (PAC) that regularly engages in the support of municipal elections and/or municipal parties, without violating subsection (A) of this section.

Section 2. This Ordinance shall take effect after final passage and publication according to law.

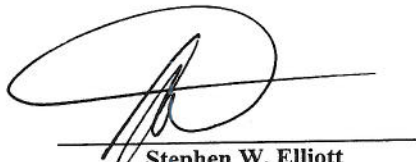
Section 3. Upon adoption, the Municipal Clerk is hereby ordered to forward a certified copy of this ordinance to the Secretary of State, Office of Secretary of State, Laws and Commission Section, PO Box 300 Trenton, NJ, 08625-0300 as required by N.J.S.A. 40A:11-51c.

STATEMENT

This Ordinance amends the Revised General Municipal Ordinances of the Township of Ewing to amend the ordinance which established "pay to play" reform concerning the award of contracts in the Township of Ewing.

I, Stephen W. Elliott, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of an Ordinance adopted by the Governing Body of the Township of Ewing at a Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 26th day of July, 2006.

SEAL



Stephen W. Elliott
Municipal Clerk

