

THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY

ORDINANCE NO. 23-23

ORDINANCE OF THE TOWNSHIP OF EWING, COUNTY OF MERCER, NEW JERSEY APPROVING APPLICATIONS FOR LONG TERM TAX EXEMPTION AND AUTHORIZING EXECUTION OF FINANCIAL AGREEMENTS

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”) authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment; and

WHEREAS, under the Redevelopment Law, the Township Council (the “**Township Council**”) of the Township of Ewing (the “**Township**”) adopted Resolution No. 11R-154 on July 26, 2011, designating the properties located at Block 343, Lot 1.01, Block 374, Lot 4.02 and Block 365, Lot 9 on the Township’s tax map (collectively, the “**Original Parkway Avenue Redevelopment Area**”) as an area in need of redevelopment; and

WHEREAS, on January 29, 2013, the Township Council adopted Ordinance No. 13-02 approving and adopting a redevelopment plan for the Original Parkway Avenue Redevelopment Area (the “**Original Redevelopment Plan**”); and

WHEREAS, the Township Council subsequently adopted a resolution designating the properties located at Block 374, Lot 3 and 365, Lot 21 as an area in need of redevelopment and adding them to the Original Parkway Avenue Redevelopment Area (as amended, the “**Parkway Avenue Redevelopment Area**”); and

WHEREAS, on March 8, 2022, the Township Council adopted Ordinance No. 22-06 approving and adopting an amended redevelopment plan for the Parkway Avenue Redevelopment Area (the “**Redevelopment Plan**”); and

WHEREAS, in accordance with Section 65 of the Township Code, the Ewing Township Redevelopment Agency (the “**Agency**”) is the redevelopment entity responsible for implementing the Redevelopment Plan; and

WHEREAS, on October 5, 2022, the Agency adopted a resolution designating KRE Acquisitions Corp. (“**KRE**”) as the redeveloper for the property identified on the Township’s tax maps as a portion of Block 374, Lot 4.02 and known generally as 1500 Parkway Avenue (the “**Former Navy Site**”) and authorizing the execution of a redevelopment agreement in connection with the redevelopment thereof; and

WHEREAS, the Township and KRE executed a redevelopment agreement, dated October 31, 2022 (the “**Redevelopment Agreement**”), pursuant to which KRE agreed to redevelop the Former Navy Site together with that portion of Block 374, Lot 4.02 identified as the Adjacent Parcel in the Redevelopment Agreement (the “**Adjacent Parcel**”) by constructing thereon a project consisting of an approximately 285,440 square foot warehouse, three (3) flex buildings of approximately 20,000 square feet each, and supportive parking and other improvements (the “**Redevelopment Project**”); and

WHEREAS, 1500 Parkway Avenue I Urban Renewal, LLC (“**Entity I**”), an affiliate of KRE and 1500 Parkway Avenue Owner, LLC, will complete the portion of the Redevelopment Project consisting of the approximately 285,440 square foot warehouse, and supportive parking and other improvements relating thereto (the “**Entity I Project**”) on the portion of the Former Navy Site and Adjacent Parcel consisting of 19.658 acres (the “**Entity I Project Site**”); and

WHEREAS, 1500 Parkway Avenue II Urban Renewal, LLC (“**Entity II**”, and together with Entity I, the “**PA Entities**”), an affiliate of KRE and 1500 Parkway Avenue Owner, LLC, will complete the portion of the Redevelopment Project consisting of three (3) flex buildings of approximately 20,000 square feet each, and supportive parking and other improvements (the “**Entity II Project**”) on that portion of the Former Navy Site identified on the Township’s tax

maps as Block 374, Lot 4.04 (as subdivided from Block 374, Lot 4.02), along with the Adjacent Parcel (collectively, the “**Entity II Project Site**”, and together with the Entity I Project Site, the “**Project Site**”); and

WHEREAS, 1500 Parkway Avenue Owner, LLC, an affiliate of the PA Entities, owns the Project Site; and

WHEREAS, Entity I will own the Entity I Project and Entity II will own the Entity II Project and, upon completion of construction, Entity I and Entity II will lease their respective projects to an operating affiliate who will operate and manage the Redevelopment Project and lease space therein to the tenants; and

WHEREAS, the PA Entities are each an “Urban Renewal Entity” qualifying under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Long Term Tax Exemption Law**”) and, thus, may exercise the powers conferred on such entities thereunder; and

WHEREAS, pursuant to, and in accordance with, the provisions of the Redevelopment Law and the Long Term Tax Exemption Law, the Township is authorized to provide for a tax exemption within a redevelopment area and for payments in lieu of taxes; and

WHEREAS, in order to enhance the economic viability of, and opportunity for, a successful project, the Township will enter into Financial Agreements with Entity I and Entity II governing the payments made to the Township in lieu of taxes on the Redevelopment Project pursuant to the Long Term Tax Exemption Law and the Redevelopment Law (the “**Financial Agreements**”); and

WHEREAS, in accordance with the Long Term Tax Exemption Law, Entity I and Entity II each filed with the Township an application, which are on file with the Township Clerk and which are incorporated herein by reference (the “**Applications**”), for approval of a long term tax exemption in connection with the Entity I Project and the Entity II Project; and

WHEREAS, upon review of the Applications, the Township has made the following findings:

A. Relative Benefits of the Redevelopment Project:

The Redevelopment Project will provide the region with a new state-of-the-art warehouse distribution center and three (3) flex buildings of approximately 20,000 sf each with supportive parking and site improvements. The Project Site is currently underutilized, contaminated and presents a danger to the community, and will benefit from a facility upgrade that generates revenues and creates jobs, and eliminates a dangerous eyesore. The Entity I Project is expected to produce approximately 100 construction jobs and approximately 140 permanent jobs. The Entity II Project is expected to produce approximately 50 construction jobs and approximately 30 permanent jobs.

B. Assessment of the importance of the tax exemption in obtaining development of the Redevelopment Project and influencing the locational decisions of probable occupants:

The PA Entities are making a significant equity contribution toward the cost of the Redevelopment Project. In order to improve the economic viability of the development of the Redevelopment Project, the Township has agreed to provide the tax exemption for the Redevelopment Project pursuant to the Financial Agreements. The stability and predictability of the tax exemption will make the uniquely-positioned Redevelopment Project more competitive and assist the PA Entities to undertake the Redevelopment Project in the Township.

WHEREAS, the Mayor submitted the Applications and Financial Agreements to the Township Council with his recommendation for approval, a copy of which recommendation is on file with the Township Clerk; and

WHEREAS, the Township Council has determined that the Redevelopment Project represents an undertaking permitted by the Long Term Tax Exemption Law.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EWING, NEW JERSEY AS FOLLOWS:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Application submitted by Entity I is hereby approved in accordance with Section 8 of the Exemption Law.

Section 3. The Application submitted by the Entity II is hereby approved in accordance with Section 8 of the Exemption Law.

Section 4. The Mayor is hereby authorized and directed to execute the Financial Agreements with the PA Entities in substantially the same form as those attached as **Exhibit 19** to the Applications, together with such additions, deletions and other modifications deemed necessary upon consultation with counsel to the Township, and prepare, amend or execute any other agreements necessary to effectuate this ordinance, subject to modification or revisions, as deemed necessary and appropriate.

Section 5. The Clerk of the Township is hereby authorized and directed, upon execution of the Financial Agreements by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the Township upon such documents.

Section 6. The Township Clerk shall file certified copies of this ordinance and the Financial Agreements with the Tax Assessor of the Township in accordance with Section 12 of the Exemption Law.

Section 7. In accordance with Section 12 of the Exemption Law, within ten (10) calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreements by Entity I and Entity II, the Township Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreements to the chief financial officer of Mercer County and to the Mercer County Counsel for informational purposes.

Section 8. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

Section 9. This ordinance shall take effect in accordance with all applicable laws.

THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY

ORDINANCE NO. 23-24

1st Reading 9-26-23 Date to Mayor _____

2nd Reading & Public Hearing _____ Date Returned _____

Date Adopted: _____ Date Resubmitted to Council _____

_____ Approved as to Form of Legality

Effective Date: _____ Township Attorney _____

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER, CHAPTER 59, PAY-TO-PLAY REGULATIONS, ARTICLES I-III, SECTIONS 1 THROUGH 20 TO ELIMINATE THE LOCAL PAY-TO-PLAY ORDINANCES AND BRING THEM INTO COMPLIANCE WITH N.J.S.A. 19:44A-1 et seq.

First Reading

MEMBER	AYE	NAY	ABSENT	ABSTAIN	MOVE	SECOND
Baxter	X				X	
Keyes-Maloney	X					
Schroth	X					
Steward	X					X
Wollert	X					

Second Reading

MEMBER	AYE	NAY	ABSENT	ABSTAIN	MOVE	SECOND
Baxter						
Keyes-Maloney						
Schroth						
Steward						
Wollert						

By _____ Date _____ Accepted _____ Rejected _____
Mayor

Reconsidered
By Council _____ Override Vote YEA _____ NAY _____

President of the Council

Municipal Clerk

THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY

ORDINANCE NO. 23-24

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER, CHAPTER 59, PAY-TO-PLAY REGULATIONS, ARTICLES I-III, SECTIONS 1 THROUGH 20 TO ELIMINATE THE LOCAL PAY-TO-PLAY ORDINANCES AND BRING THEM INTO COMPLIANCE WITH *N.J.S.A. 19:44A-1 et seq.*

WHEREAS, on April 3, 2023, Governor Murphy signed *N.J.S.A. 19:44A-1 et seq.*, the Elections Transparency Act ("ETA") (Bill No. A4372/S2866), into law; and

WHEREAS, the Township and State have an interest in protecting the bidding and procurement process by limiting political contributions and requiring certain disclosures regarding same; and

WHEREAS, the ETA requires that all levels of government throughout the State abolish local pay-to-play ordinances and abide by the ETA for the sake of clarity and uniformity; and

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Township of Ewing, County of Mercer that the Code of the Township of Ewing be amended as follows:

Section 1 Chapter 59, PAY-TO-PLAY REGULATIONS, Articles I- III, PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS, Sections 1 through 20, are hereby amended as follows:

~~Article I Redevelopment Agreements under Local Redevelopment and Housing Law~~

~~§ 59-1 **Compliance with State pay-to-play laws. Prohibition of entering into or amending redevelopment agreements with certain contributors.**~~

~~Any other provision of law to the contrary notwithstanding the Township or any of its purchasing agents or agencies or those of its independent authorities shall abide by and comply with all requirements set forth in *N.J.S.A. 19:44A-1 et seq.*~~

~~A. Campaign contributions:~~

~~(1) 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 (*N.J.S.A. 40A:12A-1 et seq.*), if that redeveloper has made any contribution of money, 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 engages in the support of the Township of Ewing municipal campaigns.~~

~~(2) 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 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 Subsection C to solicit or make any contribution of money, 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, candidates' committee, joint candidates' committee or to any political action committee (PAC) which 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.~~

~~C. Terms defined:~~

~~(1) As defined in N.J.S.A. 40A:12A-3, a "redeveloper" means any person, firm, corporation or public body that shall enter into or propose to enter into a contract with a municipality or other redevelopment entity for the redevelopment or rehabilitation of an area in need of redevelopment or an area in need of rehabilitation, or any part thereof, under the provisions of this act, or for any construction or other work forming part of a redevelopment or rehabilitation project.~~

~~(2) For the purposes of this article, a "redeveloper" means an individual, including the individual's spouse, if any, and any child living at home; a person, firm, corporation, professional corporation, partnership, organization or association, including all principals who own 10% or more of the equity in the corporation, professional corporation, partnership, organization, or association, partners and officers in the aggregate employed by the provider as well as any subsidiaries directly controlled by the redeveloper.~~

~~D. For purposes of this section, the office that is considered to have responsibility for arranging and entering into the redevelopment agreement under the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) shall be:~~

~~(1) The Township Council, if the redevelopment agreement requires approval or appropriation from the Council, or a public officer who is responsible for arranging and entering into the redevelopment agreement, if that public officer is appointed by Council;~~

~~(2) The Mayor of the Township of Ewing, if the redevelopment agreement requires the approval of the Mayor, or a public officer who is responsible for arranging and entering into the redevelopment agreement, if that public officer is appointed by the Mayor; or~~

(3) The Ewing Township Redevelopment Agency, if the redevelopment agreement requires the approval of the Agency.

~~§ 59-2 Contributions made prior to effective date.~~

~~No contribution of money or any other thing of value, including in-kind contributions, made by a redeveloper to any Township of Ewing candidate for Mayor or Council or to any political action committee shall be deemed a violation of this section, nor shall an agreement for redevelopment projects of any kind whatsoever be disqualified thereby if that contribution or agreement was made by the redeveloper prior to the effective date of this article.~~

~~§ 59-3 Notice given by Township; sworn statement of redeveloper.~~

~~A. — It shall be the Township of Ewing's continuing responsibility to give notice of this article when the Township gives notice of redevelopment pursuant to N.J.S.A. 40A:12A-6 and when the Township adopts a resolution directing the Planning Board to prepare a redevelopment plan and at the time that the municipality adopts the ordinance to implement the redevelopment plan.~~

~~B. — Prior to arranging and entering into the redevelopment agreement with any redeveloper, the Township of Ewing or any of its purchasing agents or agencies or independent authorities, as the case may be, shall receive a sworn statement from the redeveloper that the redeveloper has not made any contribution in violation of § 59-1A above. Furthermore, the redeveloper shall have a continuing duty to report any violations of this article that may occur while arranging and entering into the redevelopment agreement and until all specified terms of the agreement have been completed. The certification required under this subsection shall be made prior to entry into the agreement with the municipality and shall be in addition to any other certifications that may be required by any other provision of law.~~

~~§ 59-4 Return of excess contributions.~~

~~A redeveloper or municipal candidate or officeholder or municipal or county party committee or PAC referenced in this article may cure a violation of § 59-1 of this article, if, within 30 days after the general election, the redeveloper notifies the Township Council in writing and seeks and receives reimbursement of a contribution from the municipal candidate or municipal or county political party or PAC referenced in this article.~~

~~§ 59-5 Breaches of agreement enumerated; disqualification of developer.~~

~~A. — It shall be a breach of the terms of the Township of Ewing redevelopment agreement for a redeveloper to:~~

- ~~(1) Make or solicit a contribution in violation of this article;~~
- ~~(2) Knowingly conceal or misrepresent a contribution given or received;~~
- ~~(3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;~~
- ~~(4) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of a public office of the Township of Ewing;~~
- ~~(5) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the redeveloper itself would subject that entity to the restrictions of this article;~~

- ~~(6) Fund contributions made by third parties, including consultants, attorneys, family members and employees;~~
- ~~(7) Engage in any exchange of contributions to circumvent the intent of this article; or~~
- ~~(8) Directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this article.~~

~~B. Furthermore, any redeveloper who violates Subsection A(1) through (8) above shall be disqualified from eligibility for future Township of Ewing redevelopment agreements for a period of four calendar years from the date of the violation.~~

~~§ 59-6 Contribution disclosure statement.~~

~~No redevelopment contract shall be entered without submission by the redeveloper of a contribution disclosure statement. For purposes of this article, "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, candidates' committee, joint candidates' committee, political committee, continuing political committee or political party committee of, or pertaining to, the Township of Ewing, up to two years prior to filing a redevelopment or variance application and for two years after the completion of the redevelopment project.~~

~~§ 59-7 Definitions.~~

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

~~APPLICATION CHECKLIST~~

~~The list of submission requirements adopted by ordinance and provided by the municipal agency to a developer pursuant to N.J.S.A. 40:55D-10.3.~~

~~CONTRIBUTION~~

~~Every loan, gift, subscription, advance or transfer of money or other thing of value, including any item of real property or personal property, tangible or intangible (but not including services provided without compensation by individuals volunteering a part or all of their time on behalf of a candidate, committee or organization), made to or on behalf of any candidate, candidates' committee, joint candidates' committee, political committee, continuing political committee or political party committee and any pledge, promise or other commitment or assumption of liability to make such transfer. For purposes of reports required under the provisions of the ordinance, any such commitment or assumption shall be deemed to have been a contribution upon the date when such commitment is made or liability assumed.~~

~~CONTRIBUTION DISCLOSURE STATEMENT~~

~~A list specifying the amount, date and the recipient of any and all contributions made to or on behalf of any candidate, candidates' committee, joint candidates' committee, political committee, continuing political committee or political party committee of or pertaining to the Township of Ewing made up to one year prior to filing the variance application and/or during the pendency of the application process and required to be reported pursuant to N.J.S.A. 19:44A-1 et seq.~~

~~DEVELOPER~~

~~A developer as defined by N.J.S.A. 40:55D-4, i.e., the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.~~

~~PROFESSIONAL~~

Any person or entity whose principals are required to be licensed by New Jersey law and who supplies legal representation, expert testimony or written reports in support of an application. Professionals shall include both any individuals supplying the representation, testimonies or reports and the firms or entities in which said individuals practice.

§ 59-8 Disclosure requirements.

A. — Any applicant for a variance pursuant to N.J.S.A. 40:55D-70(d) or a variance pursuant to N.J.S.A. 40:55D-70(e) in conjunction with any application for a subdivision not considered a minor subdivision pursuant to local ordinance or a site plan not considered a minor site plan pursuant to local ordinance as well as any application for a subdivision not considered a minor subdivision pursuant to local ordinance or site plan or subdivision not considered a minor site plan pursuant to local ordinance requiring waivers or exceptions pursuant to N.J.S.A. 40:55D-51 shall include in the application contribution disclosure statements for all developers; all associates of said developers who would be subject to disclosure pursuant to N.J.S.A. 40:55D-48.1 or 40:55D-48.2; and all professionals who apply for or provide testimony, plans or reports in support of said variance and who have enforceable proprietary interest in the property or development which is the subject of the application or whose fee in whole or part is contingent upon the outcome of the application. Regardless of whether the owner of the property which is the subject of the variance application falls in any of the categories established in the preceding sentence, the applicant shall include in the application a contribution disclosure statement for said owner.

B. — During the pendency of the application process until final site plan approval is granted, any applicant required to comply with this article shall amend its contribution disclosure statements to include continuing disclosure of all contributions within the scope of disclosure requirement of the above subsection.

§ 59-9 Inclusion of contribution disclosure statements as element of application checklist.

A. — An application checklist ordinance is hereby adopted pursuant to N.J.S.A. 40:55D-10.3 to require that the contribution disclosure statements specified in § 59-8 of this article be submitted by the applicant for all applications for variance relief pursuant to N.J.S.A. 40:55D-70(d) as well as for relief pursuant to N.J.S.A. 40:55D-70(e) or N.J.S.A. 40:55D-51 in applications for site plan and subdivision approval not considered to be minor site plans or minor subdivisions pursuant to local ordinance.

B. — The Township of Ewing Planning Board and Zoning Board of Adjustment shall amend its application checklist for variances pursuant to N.J.S.A. 40:55D-70(d) as well as for relief pursuant to N.J.S.A. 40:55D-70(e) or N.J.S.A. 40:55D-51 in applications for site plan and subdivision approval not considered to be minor site plans or minor subdivisions pursuant to local ordinance to include the contribution disclosure statements specified in § 59-8 of this article.

C. — An application shall not be deemed complete by the administrative official or accepted for public hearing by the municipal agency until the required contribution disclosure statements are submitted.

§ 59-10 Availability of contribution disclosure statements.

All contribution disclosure statements shall be available in the office of the Municipal Clerk for public inspection.

§ 59-11 Intent of contribution disclosure statements.

~~It is the intent of this article that the contribution disclosure statement shall serve to inform the public and not serve as evidence relevant to the decision criteria for variance applications pursuant to N.J.S.A. 40:55D-70(d) as well as for relief pursuant to N.J.S.A. 40:55D-70(e) or N.J.S.A. 40:55D-51 in applications for site plan and subdivision approval not considered to be minor site plans or minor subdivisions pursuant to local ordinance.~~

~~§ 59-12 **Contracts exceeding bid threshold.**~~

~~Any other provision of law to the contrary notwithstanding and except as provided in Articles I and II 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 other 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, 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 engages in the support of municipal elections and/or municipal parties in excess of the thresholds specified in § 59-14 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.~~

~~§ 59-13 **Restrictions on soliciting or making contributions.**~~

~~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, 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 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.~~

~~§ 59-14 **Limit on contributions.**~~

~~Any individual meeting the definition of "professional business entity" under this chapter may annually contribute a maximum of \$300 *N.J.S.A. 19:44A-1 et. seq.* to 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 engages in the support of municipal elections and/or municipal parties, without violating § 59-12 of this article.~~

~~§ 59-15 **Professional business entity.**~~

~~For purposes of this article, a professional business entity seeking a public contract means an individual, including the individual's spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition of a business entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.~~

§ 59-16 Responsibility for Township contract award.

For purposes of this article, the office that is considered to have ultimate responsibility for the award of the contract shall be:

- A. — The Township of Ewing Council and the Mayor of the Township of Ewing, if the contract requires approval or appropriation from the Council.
- B. — The Mayor of the Township of Ewing, if the contract requires approval of the Mayor or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

§ 59-17 Contributions made prior to effective date.

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity to any municipal candidate for Mayor or Council, or Township of Ewing or Mercer County party committee or PAC referenced in this article, shall be deemed a violation of this article, nor shall an agreement for property, goods, or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity prior to the effective date of this article.

§ 59-18 Contribution statement by professional business entity.

- A. — Prior to awarding any contract or agreement to procure services pursuant to § 59-13, including banking or insurance coverage services, with any professional business entity, the Township of Ewing or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional business entity, made under penalty of perjury, that the bidder has not made a contribution in violation of § 59-12.
- B. — The professional business entity shall have a continuing duty to report any violations of this article that may occur during the negotiation or duration of a contract. The certification required under this section shall be made prior to entry into the contract or agreement with the Township of Ewing and shall be in addition to any other certifications that may be required by any other provision of law.

§ 59-19 Return of excess contributions.

A professional business entity or Township of Ewing candidate or officeholder or Township of Ewing or Mercer County party committee or PAC referenced in this article may cure a violation of § 59-12 if, within 30 days after contribution, the professional business entity notifies the Township of Ewing Council in writing and seeks and receives reimbursement of a contribution from the Township candidate or municipal or county political party or PAC referenced in this article.

§ 59-20 Breaches of contract; disqualification of business entity.

A. — It shall be a breach of the terms of Township of Ewing public contracts for a business entity to:

- (1) Make or solicit a contribution in violation of this article;
- (2) Knowingly conceal or misrepresent a contribution given or received;
- (3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (4) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of the Township of Ewing;

~~(5) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution that, if made or solicited by the business entity itself, would subject that entity to the restrictions of this article;~~

~~(6) Fund contributions made by third parties, including consultants, attorneys, family members and employees;~~

~~(7) Engage in any exchange of contributions to circumvent the intent of this article;
or~~

~~(8) Directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this article.~~

~~B. Furthermore, any professional business entity that violates this article, except in the case of a cure as provided in § 59-19, shall be disqualified from eligibility for future Township of Ewing contracts for a period of two calendar years from the date of violation.~~

Section 2 Severability. Should any section, clause, sentence, phrase or provision of this article be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this article.

Section 3 Repealer. All prior ordinances or parts of the same inconsistent with any provisions of this article are hereby repealed to the extent of such inconsistency.

Section 4 Effective Date. This ordinance shall take effect upon final adoption and publication in accordance with law.

**THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY**

ORDINANCE NO. 23-25

1st Reading 9-26-23 Date to Mayor _____
 2nd Reading & Public Hearing _____ Date Returned _____
 Date Adopted: _____ Date Resubmitted to Council _____
 _____ Approved as to Form of Legality
 Effective Date: _____ Township Attorney _____

AN ORDINANCE AMENDING CHAPTER 257, PEACE AND GOOD ORDER, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER TO PROHIBIT THE BREACHING OF THE PEACE

First Reading

MEMBER	AYE	NAY	ABSENT	ABSTAIN	MOVE	SECOND
Baxter	X					X
Keyes-Maloney	X					
Schroth	X				X	
Steward	X					
Wollert	X					

Second Reading

MEMBER	AYE	NAY	ABSENT	ABSTAIN	MOVE	SECOND
Baxter						
Keyes-Maloney						
Schroth						
Steward						
Wollert						

By _____ Date _____ Accepted _____ Rejected _____
 Mayor

Reconsidered
 By Council _____ Override Vote YEA _____ NAY _____

 President of the Council

 Municipal Clerk

**THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY**

ORDINANCE NO 23-25

**AN ORDINANCE AMENDING CHAPTER 257, PEACE AND GOOD ORDER, OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE
COUNTY OF MERCER TO PROHIBIT THE BREACHING OF THE PEACE**

WHEREAS, Township of Ewing (the “Township”) is charged with promoting the health and wellbeing of residents; and

WHEREAS, the disturbing or breaching of the peace can be harmful to other, lawful residents; and

WHEREAS, the people have a right to quiet enjoyment of their property and residence and should be free from any disturbances which annoys, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the Township; and

WHEREAS, the Township is desirous of amending Chapter 257, Peace and Good Order, of the Revised General Ordinances of the Township of Ewing in order to promote and preserve the public health, welfare, safety, and the quality of life in Ewing; and

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Township of Ewing, County of Mercer that the Code of the Township of Ewing be amended as follows:

Section 1 Chapter 257, PEACE AND GOOD ORDER, is hereby amended as follows:

Article V Disturbing the Peace

§ 257-13 Conduct Prohibited

Disturbing the peace refers generally to words or actions which can endanger the safety or health of others, or can ruin the relative peace and quiet of a neighborhood or other public place. No person shall, within the boundaries of the municipality, by any means or instrumentality, engage in any conduct to disturb the relative peace and quiet of any public place or interfere with or annoy the comfort or well-being of the inhabitants of the municipality, including but not limited to the following conduct:

- A. Disturb the public peace and quiet by loud, boisterous or vulgar conduct, such as using profanity, threats, or inciteful words towards another, yelling, singing, etc. for no purpose other than to create a disturbance or loudly playing music in a public or quasi-public space;
- B. Disturb the public peace by knocking or banging on doors of hotels or motels, repeatedly knocking or banging on the doors or windows of a private residence, or shouting obscene language in front of a private house or other place of residence;
- C. Create or participate in an unlawful diversion, disturbance or disorderly assemblage, in any public or quasi-public place, tending to breach the peace;
- D. No person shall appear in any street, highway, park or other public or quasi-public place in a state of nudity;
- E. Obstruct or interfere with any person lawfully being in a public or quasi-public place;
- F. Obstruct or interfere with the free and lawful use of any public or private property; or
- G. Have upon that person, without lawful authority to do so, any concealed or dangerous weapon.

§ 257-14 Violations and penalties.

Any violation of the provisions of this article shall constitute a violation punishable as provided in Chapter I, Article III, General Penalty.

Section 2 Severability. Should any section, clause, sentence, phrase or provision of this article be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this article.

Section 3 Repealer. All prior ordinances or parts of the same inconsistent with any provisions of this article are hereby repealed to the extent of such inconsistency.

Section 4 Effective Date. This ordinance shall take effect upon final adoption and publication in accordance with law.

**THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY**

ORDINANCE NO. 23-26

1st Reading 9-26-23 Date to Mayor _____

2nd Reading & Public Hearing _____ Date Returned _____

Date Adopted: _____ Date Resubmitted to Council _____

_____ Approved as to Form of Legality

Effective Date: _____ Township Attorney _____

AN ORDINANCE AUTHORIZING THE TOWNSHIP OF EWING UNDER N.J.S.A. 40A:12-5 TO ACQUIRE FASOLINO BASEBALL FIELD BY WAY OF GIFT FROM THE EWING LITTLE LEAGUE BOARD

First Reading

MEMBER	AYE	NAY	ABSENT	ABSTAIN	MOVE	SECOND
Baxter	X				X	
Keyes-Maloney	X					X
Schroth	X					
Steward	X					
Wollert	X					

Second Reading

MEMBER	AYE	NAY	ABSENT	ABSTAIN	MOVE	SECOND
Baxter						
Keyes-Maloney						
Schroth						
Steward						
Wollert						

By _____ Date _____ Accepted _____ Rejected _____
Mayor

Reconsidered
By Council _____ Override Vote YEA _____ NAY _____

President of the Council

Municipal Clerk

**THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY**

ORDINANCE NO. 23-26

AN ORDINANCE AUTHORIZING THE TOWNSHIP OF EWING UNDER N.J.S.A. 40A:12-5 TO ACQUIRE FASOLINO BASEBALL FIELD BY WAY OF GIFT FROM THE EWING LITTLE LEAGUE BOARD

WHEREAS, Fasolino Baseball Field is owned by the Ewing Little League Board and is maintained by volunteers for the use by Ewing Little League; and

WHEREAS, Ewing Little League is having difficulties maintaining the field with their limited number of volunteers and approached the Township of Ewing ("Township") regarding ownership of Fasolino Baseball Field; and

WHEREAS, the Ewing Little League Board has voted to release ownership of the Fasolino Baseball Field to the Township, for the better of the league and those families the Board supports, and gift it to the Township; and

WHEREAS, the Township is authorized by N.J.S.A. 40A:12-5 to acquire lands by gift as necessary and suitable to maintain the land and its use for the good of the municipality; and

WHEREAS, the Township is interested in acquiring title to the Fasolino Baseball Field by way of gift for purposes of maintaining the field in good condition for continued recreational uses including use by the Ewing Little League; and

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Township of Ewing, County of Mercer that the Township is authorized to accept ownership of the Fasolino Baseball Field from the Ewing Little League Board as follows:

Section 1

The Township is authorized to accept ownership of the Fasolino Baseball Field from the Ewing Little League Board, as a gift, per N.J.S.A. 40A:12-5.

The Administration is authorized to execute all necessary documents to effectuate this ownership transfer.

Section 2 This Ordinance shall take effect upon final adoption and publication in accordance with law.

Section 3 Repealer. All prior Ordinances or parts of the same inconsistent with any provisions of this article are hereby repealed to the extent of such inconsistency.

Section 4 Effective Date. This Ordinance shall take effect upon final adoption and publication in accordance with law.

Adopted: