

THE BOROUGH OF RED BANK

DEVELOPERS' POLITICAL CONTRIBUTION DISCLOSURE STATEMENT and CONFLICT DISCLOSURE STATEMENT

Required Pursuant To § 2-76 of the Revised General Ordinances of the Borough of Red Bank (RBC)

This Form Must Be Filed With the Borough Clerk at least 10 days prior to a public hearing before any Municipal Land Use Agency on any "Development Matter" Relating to a "Major Developer".

This Form Will be Available for Public Inspection at the Offices of the Borough Clerk and As Part of the Project File Kept By the Office of Planning and Zoning.

Penalties for Violations. Any person, or entity, who, upon request by the Borough, fails to file, or amend, either a Political Contribution Disclosure Statement or Conflict Disclosure Statement, or who files a false, or materially inaccurate Political Contribution Disclosure Statement or Conflict Disclosure Statement, or amendment thereto, shall be subject to a fine of up to \$500.00. RBC §2-76.13.

Part I – Political Contribution Disclosure Statement (RBC §§2-76.2(q) and 2-76.10)

1. _____ of
(Name of Person Completing Form and Title, Office, or Relationship to "Major Developer")

(name of "Major Developer")

2. **Zoning Board of Adjustment / Planning Board** Application No. _____
(Circle One)

3. List all individuals and entities who are "Major Developers" pursuant to RBC §2-76.2(i), that have made Red Bank Campaign Contributions (any and all donations to entities listed in Category 1, below), Red Bank Political Committee Contributions (any and all donations to entities listed in Category 2, below) and Pass-Through Contributions (any and all donations to entities listed in Category 4, below) during the preceding three years:

Person or Business Entity Making Contribution	Person's Home Address, or Entity's Business Address	Recipient of Contribution	Date of Contribution	Amount of Contribution

Person or Business Entity Making Contribution	Person's Home Address, or Entity's Business Address	Recipient of Contribution	Date of Contribution	Amount of Contribution

(Attach Additional Sheets as Necessary)

<u>CATEGORY 1. – RED BANK CAMPAIGN COMMITTEES / ORGANIZATIONS</u>	
Curley & Ernst for Council	Red Bank Democratic Campaign, 2005
Ernst & Goulart for Council	Red Bank Democratic Campaign, 2006
Red Bank Democratic Campaign, 2004	Red Bank Republicans '06
<u>CATEGORY 2. – RED BANK POLITICAL COMMITTEES / ORGANIZATIONS</u>	
Red Bank Democratic Municipal Committee	Red Bank Republicans
<u>CATEGORY 3. – COUNTY CAMPAIGN COMMITTEES / ORGANIZATIONS</u>	
Monmouth County Democrats	Monmouth County Republican Committee
<u>CATEGORY 4. – PASS-THROUGH CONTRIBUTIONS</u>	
Arnone for Assembly	Little Silver GOP Committee
Eatontown GOP Committee	Monmouth County Council of Democratic Leaders
Election Fund of Senator Robert Singer	Red Bank Democratic Municipal Committee
Karcher for Senate	Senator Kyrillos Committee

Part II – Conflict Disclosure Statement (RBC §§2-76.2(e) and 2-76.10)

1. List all individuals and entities, who are “Major Developers” pursuant to RBC §2-76.2(i), their associates and their “Development Professionals”, and their business, financial, or family relationships with the current members of the Borough Land Use Agency before whom the application for development is pending, or with any professional of that Borough Land Use Agency, if any.

Individual or Entity's Name	Description of Any Business, Financial, or Family Relationship between the Individual or Entity and Any Current Member of the Land Use Agency Before Whom the Application for Development is Pending and/or Any Professional of that Land Use Agency

(Attach Additional Sheets as Necessary)

Part III – Signature and Attestation:

The undersigned is fully aware that if he or she has have misrepresented all, or any part, or this affirmation and certification, he or she, and/or the “Major Developer”, will be liable for the penalty set forth at RBC §2-76.13.

The undersigned is also fully aware that he or she is under a continuing obligation to immediately report any contributions described in and/or changes to Parts I or II, *above*, that may occur during any time during the pendency of the Development Matter for which this statement is submitted.

Name of Major Developer: _____

Signed: _____

Title: _____

Print Name: _____

Date: _____

Subscribed and sworn before me this ____ day of
_____, 200 ____.

My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)

BOROUGH OF RED BANK
DEVELOPERS' POLITICAL CONTRIBUTION DISCLOSURE STATEMENT and
CONFLICT DISCLOSURE STATEMENT

Required Pursuant To §2-76 of the Revised General Ordinances of the Borough of Red Bank (RBC)

The following are selected portions of statutory text related to the terms and citations used in this Developers' Political Contribution Disclosure Statement and Conflict Disclosure Statement form and is provided for general guidance only. Use of this selected text is not a suitable substitute for review of Section 2-76 in its entirety or for competent representation by an attorney. The Borough of Red Bank, and its employees cannot provide you with legal advice. It is recommended that you retain legal representation to assist you with any questions you may have in completing this form.

RBC §2-76.2 Definitions. For the purposes of this section:

[...]

- b. **Borough** shall mean, in addition to the Borough of Red Bank as a municipal entity, any elected official, officer, employee, agent, department, board or commission of the Borough of Red Bank
- c. **Borough Land Use Agency** shall mean the Borough of Red Bank Planning Board and Zoning Board of Adjustment.
- d. **Campaign Contribution** shall mean "Red Bank Campaign Contribution", "Red Bank Political Committee Contribution", "County Campaign Contribution", "Red Bank Major Developer Contribution", and/or "Pass-Through Campaign Contribution" as defined herein, but shall not include other political contributions.
- e. **Conflict Disclosure Statement** shall mean a statement on a form provided by the Borough setting forth any business, financial, or family relationships between the property owner, Developer, any associate of the Developer and/or any Development Professional and any current member of the Borough Land Use Agency before whom the application for development is pending or any professional of that Borough Land Use Agency.
- f. **Contribution** shall mean any contribution, whether in the form of money, free service or pledge, including without limitation any in-kind contributions, or purchases of tickets, advertisements or the like, directly or indirectly (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). The term "directly or indirectly" as used herein shall further mean and include any campaign contributions made through intermediaries or third-parties for the purpose of concealing the source of the contribution(s).
- g. **County Campaign Contribution** shall mean any Contribution, as defined herein, to any county political organization or county campaign committee or fund within the County of Monmouth.
- h. **Developer, Minor** shall mean:
 - 1. any individual, or entity, who is not a Major Developer, as defined herein, but who makes any application to the Borough's Planning Board, or Zoning Board of Adjustment, for:
 - (a) Any bulk variance relief; or
 - (b) For a subdivision of a property into not more than two lots; or
 - (c) For conditional use or minor site plan approval;
 - 2. The term "Developer, Minor" shall also include anyone

- (a) Who owns, or is the contract purchaser, of any property that is the subject of any such application, described in this definition; and
- 3. In the case of any Minor Developer who is an Individual, the term “Developer, Minor” shall also include:
 - (a) his or her spouse; and
 - (b) any child living at home; and
 - (c) any entities of which any of them are principals holding a Ten Percent (10%) or greater interest; and
- 4. In the case of a Minor Developer that is an Entity, the term “Developer, Minor” shall also include:
 - (a) each and every principal of the said entity who has an ownership interest in excess of Ten Percent (10%) in the entity, or in any parent or subsidiary of the entity; and
 - (b) their spouses, if any; and
 - (c) any child living at home.

i. ***Developer, Major*** shall mean:

- 1. Any individual or Entity who makes any application to the Borough’s Planning Board for:
 - (a) Any subdivision of a property or properties into more than two lots, or
 - (b) For major site plan approval; or
 - (c) Any application to the Borough’s Zoning Board of Adjustment for any use variance approval; or
- 2. The term “Developer, Major” shall also include anyone
 - (a) Who owns or is the contract purchaser of any property that is the subject of any such application; or
 - (b) Who engages directly or indirectly in negotiations with the Borough relating to the Municipal Land Use Law a request for a change in zoning for a particular property, or
 - (c) Who owns or is the contract purchaser of, any property that is the subject of, or would directly be affected by a proposed change in zoning, or of the Master Plan, and
- 3. In the case of a Major Developer who is an individual, the term “Developer, Major” shall also include:
 - (a) his or her spouse, and
 - (b) any child living at home, and
 - (c) any Entities of which any of them are principals holding a Ten Percent (10%) or greater interest; and
- 4. In the case of a Major Developer that is an entity, the term “Developer, Major” shall also include:

- (a) each and every principal of the said entity who has an ownership interest in excess of Ten Percent (10%) in the entity, or in any parent or subsidiary of the entity, and
- (b) their spouses, if any, and
- (c) any child living at home.

j. **Developer** shall mean any Major Developer or Minor Developer.

k. **Developer's Agreement** shall mean any agreement entered into between a Developer and the Borough relating to an application or plan to develop or redevelop property within the Borough of Red Bank.

l. **Development Matter** shall mean any application for development pending before the Borough Planning Board or Zoning Board of Adjustment of the Borough, or any application or proposal to change the Borough's zoning regulations or Master Plan.

- 1. With respect to a *Major Developer*, the term "relating to a Development Matter" shall mean that the Major Developer is the applicant, owner or contract purchaser of property that is the subject of an application for development pending before the Borough Planning Board or Zoning Board of Adjustment of the Borough, or of any application or proposal to change the Borough's zoning regulations or Master Plan.
- 2. With respect to a *Minor Developer*, the term "relating to a Development Matter" shall mean that the Minor Developer is the applicant, owner or contract purchaser of property that is the subject of an application for development pending before the Borough Planning Board or Zoning Board of Adjustment of the Borough.
- 3. With respect to a *Development Professional*, the term "relating to a Development Matter" shall mean that the Development Professional has rendered or is rendering professional services for a Minor or Major Developer in connection with that Development Matter.

m. **Development Professional** shall mean:

- 1. any licensed professional, including but not limited to attorneys, architects, engineers, surveyors and planners, or any entity that provides such professional services, who is representing a Developer, or who has performed professional services for a Developer relating to a Development Matter; and
- 2. in the case of a Development Professional who is an individual, the term shall also include:
 - (a) his or her spouse and
 - (b) any child living at home, and
 - (c) any entities of which any of them are principals holding a Five Percent (5%) or greater interest; and
- 3. in the case of a Development Professional that is an entity, the term shall also include:
 - (a) each and every principal of the said entity who has an ownership interest in excess of Five Percent (5%) in the entity, or
 - (b) in any parent or subsidiary of the entity, and

- (c) their spouses, if any, and
- (d) any child living at home.

n. **Entity** shall mean any corporation, professional corporation, joint venture, general or limited partnership, trust or limited liability company, or subsidiary or parent of any of the foregoing.

[...]

p. **Pass-Through Campaign Contributions** shall mean any Contribution, as defined herein, to any campaign committee or election fund of any candidate for, or holder of the office of, Mayor or Council of the Borough, or to any Red Bank Political Committee that is received from the election fund, or other campaign account, of any elected official or candidate for any office other than mayor or council of the Borough, or from any local, county or state party committee or organization, or any political action committee or fund of any kind, whether within or without Red Bank or Monmouth County;

q. **Political Contribution Disclosure Statement** shall mean a list on a form provided by the Borough Clerk specifying the amount, date, and the recipient of any and all Red Bank Major Developer Political Contributions, as defined herein.

r. **Red Bank Major Developer Contribution** shall mean any Red Bank Campaign Contribution, or Red Bank Political Committee Contribution made by a Major Developer during the preceding three years, and any other contribution made during the preceding three years by the Major Developer to any other election fund, campaign, political organization, or committee or, political action committee listed by the Borough Clerk on the Political Contribution Disclosure Statement form prepared in accordance with Section 2.76.10(c).

s. **Red Bank Campaign Contribution** shall mean any Contribution, as defined herein, to any campaign committee or election fund of any candidate for, or holder of the office of, Mayor or Council of the Borough.

t. **Red Bank Political Committee Contribution** shall mean any Contribution, as defined herein, to any Red Bank Political Committee, as defined herein.

u. **Red Bank Political Committee** shall mean any municipal party committee or partisan political club or organization within the Borough.

[...]

2-76.9 Reasons for Abstention by Ineligible Official to Be Set Forth On the Record, and Recorded in the Minutes of the Meetings. With respect to each and every vote or matter as to which the Mayor or any member of the Council, or of a Borough Land Use Board, is deemed to have a Conflict of Interest and to be an Ineligible Official by virtue of the operation of Sections 2-76.3 through 2-76.5, or in the case of members of the Borough Land Use Board, by virtue of a financial or other interest or relationship disclosed in the Conflict Disclosure Statement required to be filed pursuant to Section 2-76.10, the reasons for the abstention shall be set forth by the Borough Clerk or Board Secretary, as the case may be, in public and on the record and shall be recorded in the minutes, and noted on any resolution memorializing the same, and in any contract or other agreement executed in accordance therewith.

2-76.10 Requirement that Major Developers Disclose Certain Campaign Contributions.

a. Each Major Developer shall prepare, execute and file with the Borough Clerk at least (10) days prior to a public hearing before a Municipal Land Use Agency on a Development Matter relating to a Major Developer a Political Contribution Disclosure Statement and a Conflict Disclosure Statement, on forms to

be prepared by the Borough Clerk in accordance with subsection (c) for all Major Developers involved in the Development Matter that is pending before the Municipal Land Use Agency; provided that nothing contained herein shall be construed to require the filing of a Political Campaign Disclosure Statement by any person or entity that is not subject to disclosure pursuant to N.J.S.A. §§40:55D-48.1 or 40:55D-48.2.

- b. Any Major Developer required to comply with this ordinance shall amend its Political Contribution Disclosure Statement as necessary to reflect Political Contributions made after the initial filing date of the Statement so that the information contained therein is at all times accurate and current.
- c. The Political Campaign Disclosure Statement form prepared by the Borough Clerk in accordance with this Section shall list each Pass-Through Contribution reported by candidates for the Office of Mayor and Council of the Borough pursuant to Section 2-76.7 during the three (3) year period preceding the year of the application.

2-76.11 *Availability of Contribution Disclosure Statements and Conflict Disclosure*

Statements. All Contribution Disclosure Statements and Conflict Disclosure Statements shall be available for review by any member of the public in the office of the administrative officer for the relevant Borough Land Use Agency.

2-76.12 *Intent of Contribution Disclosure Statements and Conflict Disclosure Statements.*

It is the intent of this ordinance that Political Contribution Disclosure Statements and Conflict Disclosure Statements shall serve solely as a means to inform the public and shall not serve in any manner as evidence relevant to the decision-making criteria for granting or denying requested variances or other approvals. Such decisions shall continue to be governed strictly under the relevant criteria set forth in the Municipal Land Use Law, N.J.S.A. 40:55D-1, *et. seq.*, or other relevant law.

2-76.13 *Penalties for Violations.* Any person, or entity, who, upon request by the Borough, fails to file, or amend, either a Political Contribution Disclosure Statement or Conflict Disclosure Statement as required by this subsection 2-76, or who files a false, or materially inaccurate Political Contribution Disclosure Statement or Conflict Disclosure Statement, or amendment thereto, shall be subject to a fine of up to \$500.00 (five-hundred dollars).