

**FROM THE BOROUGH CLERK'S OFFICE  
MEMORANDUM OF UNDERSTANDING WITH JERSEY CITY**

(For Councilperson R.E. Binaghi )

**R E S O L U T I O N**

**WHEREAS**, the Fair Housing Act N.J.S.A. 52:27D-301, et seq. and the regulations promulgated thereunder, including N.J.A.C. 5:93-6.1, et seq., allows two municipalities to enter into a Regional Contribution Agreement (hereinafter "RCA") which permits the transfer of up to fifty (50%) percent of a sending municipality's fair share number to a receiving municipality upon certain conditions; and

**WHEREAS**, the Borough of Old Tappan (hereinafter "Old Tappan") and the City of Jersey City (hereinafter "Jersey City", following negotiations, wish to execute a Memorandum of Understanding memorializing their intent to enter into an RCA as described hereinbelow; and

**WHEREAS**, both of the said municipalities believe that the execution of the RCA outlined herein will benefit the residents of their respective municipalities, the housing region in which they are both located and the State of New Jersey generally; and

**WHEREAS**, it is understood by Jersey City that the source of Old Tappan's funds for the payment of the sums to Jersey City contemplated hereby is a developer's fee from a developer within Old Tappan, Colonial Realty Development Corporation (hereinafter "the developer"); and

**WHEREAS**, Old Tappan desires to discharge in part, its fair share obligation by transferring its obligation to provide fourteen (14) units of housing to families of low and moderate income; and

**WHEREAS**, Jersey City has agreed to accept Old Tappan's obligation to provide fourteen (14) units of its fair share upon payment of Twenty Thousand (\$20,000) Dollars per unit or Two Hundred Eighty Thousand (\$280,000) Dollars in total; and

**WHEREAS**, the annexed Memorandum of Understanding is not legally binding but represents the intent of Old Tappan and Jersey City as to the proposed RCA; and

**WHEREAS**, it is expressly understood by both parties to the Memorandum of Understanding that in the event that Old Tappan, prior to the execution of a Regional Contribution Agreement, is unable to obtain from the developer assurance satisfactory to Old Tappan that the developer shall make payment of the developer's fee, then Old Tappan shall not be responsible for the payment of the sum referenced hereinabove and this Memorandum of Understanding shall be of no further force or effect; and

**WHEREAS**, it is in the best interests of the citizens of the Borough of Old Tappan to enter into the annexed Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Old Tappan that the Mayor and Borough Clerk are hereby authorized to execute the annexed Memorandum of Understanding between the City of Jersey City and the Borough of Old Tappan on behalf of the Borough, and any other documents necessary or appropriate to effectuate the purposes of the within Resolution;

BE IT FINALLY RESOLVED, that a certified copy of this resolution be forwarded to the City of Jersey City, Colonial Realty Development Corporation, the Borough Attorney, the Council On Affordable Housing, the Old Tappan Planning Board and the Borough Planner.

INTRODUCED BY : Councilperson Ronald E. Binaghi

SECONDED BY : Councilperson Nicholas A. Falbo

ROLL CALL : Ayes-5, Nays-0, Absent-1

APPROVED

: Edward J. Gallagher  
EDWARD J. GALLAGHER *mk*  
Mayor

ATTEST

: Marie Koehler  
MARIE KOEHLER, RMC/CMC  
Borough Clerk

DATED

: October 31, 1994

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** made this       day of       , 1994, by and between the **BOROUGH OF OLD TAPPAN**, with municipal offices located at 227 Old Tappan Road, Old Tappan, New Jersey (hereinafter "Old Tappan"), and the **CITY OF JERSEY CITY**, with municipal offices located at 280 Grove Street, Jersey City, New Jersey (hereinafter "Jersey City").

### **W I T N E S S E T H :**

**WHEREAS**, the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. and the regulations promulgated thereunder, N.J.A.C. 5:93-6.1, et seq., provides that two municipalities may enter into a Regional Contribution Agreement (hereinafter "RCA") which permits the transfer of up to fifty (50%) percent of a sending municipality's fair share number to a receiving municipality upon certain conditions: and

**WHEREAS**, Old Tappan and Jersey City, following negotiations, wish to execute an RCA; and

**WHEREAS**, both of the said municipalities believe that the execution of the RCA outlined herein will benefit the residents of their respective municipalities, the housing region in which they are located and the State of New Jersey generally;

**WHEREAS**, it is understood by Jersey City that the source of the Old Tappan's funds for the payment of the sums to Jersey City contemplated hereby is a contribution from a developer within Old Tappan, Colonial Realty Development Corporation;

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1) dollar and other good and valuable consideration and of the promises hereinbelow set forth, and the mutual covenants and promises herein contained, the parties do, by and between themselves, agree as follows:

1. Jersey City hereby agrees to accept and Old Tappan hereby agrees to transfer fourteen (14) affordable housing units, comprised of seven (7) low income units and seven (7) moderate income units.

2. Old Tappan agrees to pay and Jersey City agrees to accept the sum of Twenty Thousand (\$20,000) Dollars per unit transferred for a total payment of Two Hundred Eighty Thousand (\$280,000) Dollars.

3. This Memorandum of Understanding is subject to the execution of an RCA approved as to form and substance by the Council On Affordable Housing (hereinafter "COAH"), Jersey City and Old Tappan. The RCA shall provide for the submission of a project plan by Jersey City to the New Jersey Housing and Mortgage Finance Agency for review in accordance with COAH requirements.

4. The RCA shall provide a realistic opportunity for affordable housing and shall be consistent with sound comprehensive regional planning. The Jersey City's project plan is a feasible and viable means of achieving the purposes of the RCA and is expected to be approved by the New Jersey Housing and Mortgage Finance Agency.

5. Notwithstanding anything hereinabove to the contrary, this Memorandum of Understanding and the RCA contemplated by this Memorandum are subject to the approval of COAH; should COAH, consistent with its rules and regulations, elect to disapprove the RCA, neither party hereto shall have any further obligations to the other or to any third party under this Memorandum or under the RCA contemplated hereby.

6. This Memorandum of Understanding is not legally binding, but represents the intent of Old Tappan and Jersey City as to the proposed RCA.

7. It is expressly understood that the source of the funds for the payment by Old Tappan of the sum referenced in paragraph 2 hereinabove is a developer's contribution from Colonial Realty Development Corporation (hereinafter "the developer"). In the event that Old Tappan, prior to the execution of a RCA, is unable to obtain from the developer assurance satisfactory to Old Tappan that the developer shall make payment of the developer's contribution, then Old Tappan shall not be responsible for the payment of the sum referenced in paragraph 2 hereinabove and this Memorandum of Understanding shall be of no further force or effect.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year above first written.

ATTEST:

BOROUGH OF OLD TAPPAN

\_\_\_\_\_  
MARIE KOEHLER, Borough Clerk

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EDWARD J. GALLAGHER, Mayor

ATTEST:

CITY OF JERSEY CITY

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