

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2020-160

Council Meeting Date: 07-13-2020

Date Adopted: 07-13-2020

TITLE: RESOLUTION APPROVING AGREEMENT WITH RESPECT TO
AFFORDABLE HOUSING CREDIT FOR SUPPORTIVE AND SPECIAL
NEEDS UNITS

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson DeSarno.

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between the Borough of New Providence and The ARC of Union County, Inc. with respect to group homes located at:

1. 4 Possum Way
2. 182 Runnymede Parkway
3. 905 Springfield Avenue

in the Borough of New Providence, in the form attached hereto, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

_APPROVED, this 13^h day of July, 2020.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUMISKEY	X			
DESARNO	X			
GEOFFROY	X			
MATSIKLOUDIS	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 13th day of July, 2020.

Wendi B. Barry, Borough Clerk

THIS AGREEMENT (this “Agreement”) is entered into on 6/25/ 2020, by and between the Borough of New Providence (the, a municipal corporation of the State of New Jersey having an address of, 360 Elkwood Avenue, New Providence New Jersey 07974 (the “Borough”), and The Arc of Union County, Inc., a New Jersey non-profit organization having an address of 70 Diamond Road, Springfield, New Jersey 07801, , (“The Arc of Union”)(together referred to as “Parties.”).

WITNESSETH:

WHEREAS, The Arc of Union is a New Jersey non-profit organization which provides housing as well as social and supportive services to its members, people with developmental, emotional, physical or social disabilities; and

WHEREAS, The Arc of Union owns and operates three (3) group homes within the Borough (referred to herein as ‘The Arc of Union Homes’) as follows:

1. 4 Possum Way – 4 bedroom units
2. 182 Runnymede – 3 bedroom units
3. 905 Springfield Avenue – 3 bedroom units

and,

WHEREAS. The Arc of Union utilizes the group homes as a means to provide housing and support services for its members, individuals having very low income; and

WHEREAS, the Borough filed a declaratory judgment action in the Superior Court of New Jersey, Union County, for approval of the Borough’s plan to comply with its obligation to provide for the realistic opportunity for the development of very low, low, and moderate income housing in accordance with the New Jersey Constitution, the Fair Housing Act, N.J.S.A. 53:27D-301 et seq, and the Mount Laurel Doctrine, (“Action”), and

WHEREAS, a settlement agreement was entered into in the Action, in connection with the Action, which was approved by the Court on April 8, 2019, setting forth the Borough’s total Third Round fair share obligation, the credits applied to address that obligation, and the mechanisms the Borough will implement to address its remaining unmet need; and

WHEREAS, the Borough’s Settlement Agreement included 10 credits at The Arc of Union Homes, which were applicable to the Borough’s prior round obligation; and

WHEREAS, in order to be able to receive credit for the prior round supportive alternative housing provided by The Arc of Union, it is necessary for The Arc of Union to

confirm its commitment to maintain the 10 The Arc of Union Home Units for very low income persons, and

WHEREAS, in affordable housing Declaratory Judgment matters involving other municipalities, the Court has approved the eligibility of Supportive and Special Needs Units for credit despite the lack of any deed restriction based upon the well-established commitment to the provision of affordable housing by organizations such as The Arc of Union, and by execution of an Agreement by which the organization confirms its commitment to maintain the designated units for very low income persons; and

WHEREAS, on April 8, 2019 the Court declared the Borough's settlement with FSHC to be fair and reasonable to low and moderate income households; and

WHEREAS, the Borough seeks to continue its work with The Arc of Union for the provision of affordable housing;

NOW, THEREFORE, in mutual consideration of the covenants, obligations and responsibilities set forth herein, the sufficiency of which is expressly acknowledged and agreed to by the Parties, it is agreed by and between the Parties as follows:

1. **The Arc of Union's Representations.** The Arc of Union makes the following representations and warranties:
 - (a) The Arc of Union is a non-profit organization committed to, inter alia, providing affordable housing, supportive and social services people with very low income.
 - (b) The Arc of Union intends to maintain the 10 units as affordable units to be occupied by persons of very low income as that term is defined 'by the New Jersey Fair Housing Act, N.J.S.A. 52: 27D-301 et seq.
 - (c) The person executing this Agreement on behalf of The Arc of Union has full power and authority to bind The Arc of Union to the commitments and obligations set forth herein.

2. **Annual Report.** The Arc of Union shall submit a report to the Borough on or before April 15th of each year to confirm the continued occupancy of The Arc of Union Units by persons qualified as very low income, including supporting documentation reasonably requested by the Borough in connection with the Borough's compliance with its affordable housing obligations.

3. **Notice of Change.** The Arc of Union shall provide the Borough with at least thirty (30) days' notice of any change in the affordability qualifications of any of The Arc of Union Units.

4. **Additional Units.** In the event The Arc of Union advises the Borough of any additional affordable The Arc of Union units within the Borough which may qualify for credit towards the Borough's affordable housing obligation in the same manner as The Arc of Union Home Units those additional units shall be added to the Agreement, which shall be amended accordingly.

5. **Notices.** All notices under this Agreement shall be delivered to the parties by personal or electronic delivery, overnight mail or certified mail, return receipt requested, or regular mail at the addresses first set forth above.

6. **Entire Agreement.** This Agreement represents the full agreement between the Parties regarding the subject matter set forth herein and no modification or amendment shall be valid unless in writing and signed by both Parties.

7. **Governing Law.** This Agreement is governed by the Laws of the State of New Jersey and any dispute arising under this Agreement shall be cognizable only in the Superior Court or New Jersey, Law Division, Union County.

8. **Counterparts.** This Agreement may be executed in several counterparts and by facsimile and/or electronic signatures, each of which shall be deemed original by all of which shall constitute one and the same instrument. Any Party executing by facsimile and/ or electronic signature shall provide original copies as soon as reasonably practicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

Witness/Attest:

Erwin Asuta

The Arc of Union County, Inc.

By: [Signature]

Witness/Attest:

Borough of New Providence

By: _____

Dated: _____