

CITY OF ASBURY PARK  
ONE MUNICIPAL PLAZA  
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100  
WWW.CITYOFASBURY PARK.COM



**JOHN MOOR, MAYOR**  
**AMY QUINN, DEPUTY MAYOR**  
EILEEN CHAPMAN, COUNCILPERSON  
YVONNE CLAYTON, COUNCILPERSON  
JESSE KENDLE, COUNCILPERSON

DONNA M. VIEIRO, CITY MANAGER  
MELODY HARTSGROVE, RMC, CITY CLERK

**City of Asbury Park**  
**Rent Leveling Board Meeting**  
**February 10, 2022 at 6:30 pm**  
**Via Zoom**

<https://us06web.zoom.us/j/85306163614?pwd=emlrSXF2dEs2ZU00MFBHU21yTkQrQT09>

**Meeting ID: 853 0616 3614**

**Passcode: 483802**

**Dial by your location**

**+1 929 205 6099 US (New York)**

**Agenda**

- 1) Call to Order and Roll Call
- 2) Notice of Compliance with the Open Meetings Act
- 3) Flag Salute
- 4) Old Business
  - a. Approval of Minutes of January 13, 2022
  - b. Rent Regulation Officer's Report
  - c. Resolution of Planned Meeting Dates
  - d. Letter to Property Owners Affirming Extension of Registration and Web Resources
- 5) Introduction of New Business
  - a. Administrative Determination of Complaint #20220116
- 6) Public Participation
- 7) Motion to Close the meeting



Minutes  
Meeting of the Rent Leveling Board  
Thursday, January 13, 2022

Meeting called to order at 6:30PM

**Call to Order/Roll Call**

<b>Attendee Name</b>	<b>Status</b>
M. Antenucci	Absent
N. Fontaine	Present
M. Hadnett	Present
P. Siegel	Present
J. Ricks	Present
D. Minno-Bloom	Present
C. Hubert	Present
J. Shelton	Present
J. Daley	Present

**Announcement- Open Public Meetings Act**

**Salute to the Flag**

**Reorganization Business**

**1. Approval of Minutes**

Minutes of Rent Leveling Board Meeting Dec. 9, 2021 7:00 PM

<b><i>Motion Proposed:</i></b> Meeting Minutes - Rent Leveling Board Meeting Dec. 9, 2021 7:00 PM				
<b><i>Result:</i></b> ADOPTED	<b><i>Moved:</i></b> J. Ricks		<b><i>Seconded:</i></b>	N. Fontaine
	<b><i>Yes</i></b>	<b><i>No</i></b>	<b><i>Abstain</i></b>	<b><i>Absent</i></b>
M. Antenucci				x
N. Fontaine	x			
M. Hadnett	x			
P. Siegel	x			
J. Ricks	x			
D. Minno-Bloom	x			
C. Hubert	x			
J. Shelton	x			
J. Daley	x			



**2. Rent Regulation Officer's Report**

No report at this time.

**3. Vote for Chair of the Rent Leveling Board**

<b>Motion Proposed:</b> Nomination of Chair of the Rent Leveling Board: Derek Minno- Bloom				
<b>Result:</b> ADOPTED	<b>Moved:</b>	P. Siegel	<b>Seconded:</b>	C. Hubert
	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
M. Antenucci				X
N. Fontaine	X			
M. Hadnett	X			
P. Siegel	X			
J. Ricks	X			
D. Minno-Bloom	X			
C. Hubert	X			
J. Shelton	X			
J. Daley	X			

**4. Vote for Vice-Chair of the Rent Leveling Board**

<b>Motion Proposed:</b> Nomination of Vice-Chair of the Rent Leveling Board: Peter Siegel				
<b>Result:</b> ADOPTED	<b>Moved:</b>	C. Hubert	<b>Seconded:</b>	M. Hadnett
	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
M. Antenucci				X
N. Fontaine	X			
M. Hadnett	X			
P. Siegel	X			
J. Ricks	X			
D. Minno-Bloom	X			
C. Hubert	X			
J. Shelton	X			
J. Daley	X			



**5. Discussion of Selection of Meeting Dates for 2022.**

Vote for 2<sup>nd</sup> Thursday of each month at 6:30PM.

<b>Motion Proposed:</b> 2022 Meeting dates to be 2 <sup>nd</sup> Thursday of each month at 6:30PM				
<b>Result:</b> ADOPTED	<b>Moved:</b>	J. Ricks	<b>Seconded:</b>	C. Hubert
	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
M. Antenucci				X
N. Fontaine	X			
M. Hadnett	X			
P. Siegel	X			
J. Ricks	X			
D. Minno-Bloom	X			
C. Hubert	X			
J. Shelton	X			
J. Daley	X			

**Public Participation**

A motion to open the meeting to the public was made by Jessie Ricks and seconded by Christian Hubert. The following members of the public spoke: Ron Simoncini asked questions about extending deadlines for the landlord registration process, and notice requirements of increases; Michael Golz made comments about fines and extension deadlines of notices, and requested a public forum to guide homeowners through application processes. A motion to close the meeting to the public was made by Derek Minno-Bloom and seconded by Christian Hubert.

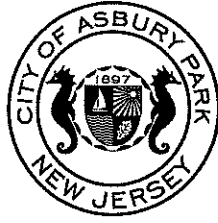
**Adjournment**

Vote to adjourn meeting. Meeting adjourned at 7:12 PM.

<b>Motion Proposed:</b> Adjourn meeting.				
<b>Result:</b> ADOPTED	<b>Moved:</b>	D. Minno-Bloom	<b>Seconded:</b>	P. Siegel
	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
M. Antenucci				X
N. Fontaine	X			
M. Hadnett	X			
P. Siegel	X			
J. Ricks	X			
D. Minno-Bloom	X			
C. Hubert	X			
J. Shelton	X			
J. Daley	X			

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## **Rent Regulation Officer Report February 10, 2022**

Mailed 340 notices to property owners with new compliance date of March 1, 2022.

Received 49 landlord and tenant registration in accordance with Ordinance 2021-40.

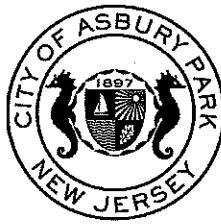
Currently 291 landlord and tenant registrations are outstanding.

Rent Leveling frequently asked questions and guidance page posted on the City's website.

SDL database updated with unit and property information upon receipt.

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**City of Asbury Park  
County of Monmouth  
State of New Jersey  
Rent Leveling Board**

**RESOLUTION ESTABLISHING MEETING DATES FOR 2022**

**BE IT RESOLVED**, by the Rent Leveling Board of the City of Asbury Park, that for the year 2022 the following shall be the meeting dates:

January 13 (reorganization)	July 14
February 10	August 11
March 10	September 8
April 14	October 13
May 12	November 10
June 9	December 8

**BE IT FURTHER RESOLVED** that all meetings commence at 6:30 p.m. and will take place via Zoom until further notice. Once meetings return to in-person, the meetings will then take place at Council Chambers located at Bangs Avenue entrance, 1 Municipal Plaza, Asbury Park, NJ.

LISA ESPOSITO  
BOARD SECRETARY

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January 29, 2022

Property Ref:

At the December 22, 2022 City Council Meeting, Mayor and Council passed Ordinance 2021-40 which revised Chapter 15 of the existing Rent Leveling Ordinance. As per New Jersey law, an ordinance becomes law 20 days after adoption by the Mayor and Council, therefore Ordinance 2021-40 became effective January 13, 2022.

As this left less than three weeks for applicable property owners to comply with registration, we have extended the registration deadline to March 1, 2022 to allow for full compliance. Any applicable property owners that have not registered by March 1, 2022 will receive a Notice of Violation (NOV). There are no fines or penalties associated with this NOV and the applicable property owner will have 30 days to register for compliance with the statute. Any applicable property owners not registered by March 31, 2022 will be subject to further enforcement before the municipal court.

A link to Ordinance 2021-40 in its entirety can be found on [www.cityofasburypark.com/rentleveling](http://www.cityofasburypark.com/rentleveling).

To help explain the registration process, we have created a Rent Leveling Guidance Video Webinar. For the webinar and other online resources, visit [www.cityofasburypark.com/rentleveling](http://www.cityofasburypark.com/rentleveling). In addition, property owners may submit questions and all answers will be included in the Frequently Asked Questions (FAQ) section of the Rent Leveling website which will be updated weekly.

While the Rent Leveling Board was not able to hold an open meeting to help answer questions due to the increase in the Covid-19 transmission rate in Monmouth County, in the near future, we may be able to provide virtual Question and Answer sessions for small groups of applicable property owners.

For any questions regarding compliance with the Ordinance, please feel free to contact the Department of Community Development/Rent Regulation Office at 732-502-4577 (Ronica Dinkins, Rent Regulation Officer) or 732-502-5741 (Robert Goodman, Department Head).

Sincerely,

A handwritten signature in black ink, appearing to read "R Goodman", with a long horizontal flourish extending to the right.

Robert Goodman  
Director of Community Development  
732-502-5741  
[robert.goodman@cityofasburypark.com](mailto:robert.goodman@cityofasburypark.com)

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### **Administrative Determination Regarding Tenant Complaint #20220116**

A Tenant Complaint entitled #20220116 was received by the administrative office of the Rent Leveling Ordinance.

The primary complaint was a raising of a residential apartment rent from \$1,354/month to \$2,100/month. This would be a 55% increase in monthly rent for an existing tenant. For an applicable property owner of residential rental property, this would be in violation of Rent Leveling Ordinance 2021-5 (effective June 1, 2021 through January 12, 2022) and Rent Leveling Ordinance 2021-40 (effective January 13, 2022).

Based on the evidence provided by the plaintiff tenant complainant, the Rent Leveling Board would be unable to hear the complaint and provide a finding in their favour. The essential barriers would be based on the following:

- 1) The property owner of the four (4) family unit at 601 First Avenue was not subject to the Rent Leveling Ordinance 2021-5 at the time the Notice to Quit was provided to the tenant on September 17, 2021.
- 2) Although the tenant is still residing at 601 First Avenue #1, they have not complied with the terms outlined in the Notice to Quit.
- 3) Although the tenant was receiving financial assistance from the CARES Act and subject to the State of New Jersey Eviction moratorium, they have not complied with the Notice to Quit.
- 4) The property owner, based on a verbal statement, has initiated an Eviction action in State Superior Court.
- 5) The plaintiff tenant complainant did reside at a residential apartment unit for a period of time during the length of her tenancy at 603 First Avenue owned by the defendant property owner. The building was once a five (5) residential apartment unit structure that would have been subject to Rent Leveling Ordinance 2021-5 in 2021 and the rent increase would have been prohibited. The property owner has submitted a Resolution from the City of Asbury Park Planning Board revising the building to a four (4) unit residential apartment unit structure based on the rehabilitation site plan provided by the property owner and its conformance with Zoning (see Exhibit C).
- 6) The property owner is now subject to Rent Leveling Ordinance 2021-40 that became effective January 13, 2022. All future actions to provide Notice to Quit, submit a Rent Filing Adjustment/Vacancy Decontrol would be subject to the revised ordinance.

#### **Summary:**

Even though the Notice to Quit would have been non-compliant with Rent Leveling Ordinance 2021-40, it cannot be applied retroactively. The property owner was within their rights under to request an increase in rent exceeding the statute's limitations on rent increases.

*Please note that both the plaintiff tenant complainant and the property owner defendant may appeal this determination before the Rent Leveling Board. The next meeting is February 10, 2022 at 6:30 pm. Zoom call in details will be found on the Rent Leveling website once the Agenda has been set.*



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TENANT STATEMENT FORM

Date: 1/16/2022 Appeal Case #: \_\_\_\_\_  
Tenant (s): Shirley Cruz-Davis Telephone #: 848 466-5136  
Address: 603 First Ave  
Apt # A

Lease

Written: Yes \_\_\_\_\_ No \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
Current Rent: \$ 1345 New Rent: \$ 2100  
Landlord's Name: Robert Ramirez  
Address: 601 First Ave # A  
Telephone #: 732 775-2485

In the space provided, please state the nature of your statement and please attach supporting documents.

I received a rent increase of \$754  
but was not given a Lease.

Hearing Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Place: City of Asbury Park, One Municipal Plaza, Asbury Park, NJ 07712  
(Hearing Date will be determined by the Rent Levelling Board upon receipt of this Statement)

I INTEND TO TESTIFY AT THE PUBLIC HEARING SCHEDULED IN THIS MATTER.

Tenant Signature: [Signature]

Please Note: Once you receive the hearing date, the landlord will be provided a copy of your statement not later than 15 days before the Board's scheduled hearing date. Service may be made personally or by sending a copy of the Statement by verified Mail/RRR, addressed to Landlord's regular postal address.

To Landlord: The above Statement has been filed with the Rent Levelling Board of the City of Asbury Park. A hearing will be held at the Date, Time and place indicated above. If you wish to be heard in this matter, you have the right to appear and be heard. If you fail to appear, the Board may render a decision on the complaint in your absence.

**Exhibit A**

**NOTICE OF RENT INCREASE**

TO: Shirley Cruz, Tenant(s).

1. **PRESENT LEASE.** You now rent an apartment located at **603 First Avenue, Apt. 1, Asbury Park, New Jersey**, as Tenant(s).
2. **PURPOSE OF NOTICE.** Your landlord wants to increase your rent. In order to do this, your Landlord must terminate (end) your lease and offer you a new lease at an increase in rent. Your Landlord may also make other reasonable changes in your lease.
3. **TERMINATION OF LEASE.** Your present lease is terminated as of **December 31, 2021**. You must quit and vacate the property as of that date (date of termination). This means you must move out and deliver possession to me, your Landlord.
4. **DEMAND FOR POSSESSION.** You must leave and vacate this rented property on or before that date (date of termination). This means you must move out and deliver possession to me, your Landlord.
5. **RENT.** You may rent this property after date of termination for **\$2100.00** per month. Your rent is payable in advance on the **first** day of every month.
6. **OTHER CHANGES IN YOUR LEASE**  
Lease Term: The term of your new lease is **month to month**, commencing on **January 1, 2022**.
7. **ACCEPTANCE.** If you remain in possession of this rental property after the termination date, it will mean that you accept and agree to this rent increase and all other changes to your lease.
8. This offer of renewal notwithstanding, the Landlord reserves any claim or cause of action it has against the tenant under any prior lease term including but not limited to claims under N.J.S.A. 2A:18-61.1.

DATED: September 17, 2021

Landlord, Robert Razminas

USPS TRACKING # **9114 9022 0078 9690 6755 44**  
& CUSTOMER RECEIPT  
For Tracking or Inquiries go to USPS.com  
or call 1-800-222-1811.

By: \_\_\_\_\_

  
**Michael Mirne, Esq.**  
Attorney for Landlord

LEASE

This Lease is made on January 01 2021

BETWEEN:  
whose address is referred to as the "Tenant",

Shirley Cruz  
603 First Ave Apt # 1  
Asbury Park N.J. 07712

AND:  
whose address is referred to as the "Landlord".

Robert Razminas  
601 First Ave # 1  
Asbury Park N.J. 07712

The word "Tenant" means each Tenant named above.

1. Property. The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the apartment/house located at 603 First Ave Apt. #1 Asbury Park N.J. referred to as the "Apartment".

2. Term. The term of this Lease is for ~~one year~~ <sup>Month-Month</sup> starting on January 01 2021 and ending on December 31 2021. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Apartment at the start of this Lease. However, rent will only be charged from the date on which possession of the Apartment is made available to the Tenant. If the Landlord cannot give possession within 30 days after the starting date, the Tenant may cancel this Lease.

R.R. S.C.

3. Rent. The Tenant agrees to pay \$1,343. Month as rent, to be paid as follows: \$1,343. per month due on the first day of each month. The first payment of rent and any security deposit is due upon signing of this Lease by the Tenant. The Tenant must pay a late charge of five percent of the monthly rent as additional rent for each payment that is more than five days late. This late charge is due with the monthly rent payment. The Tenant must also pay a fee of \$35.00 as additional rent for any dishonored check. The Landlord has the right to request cash, certified funds, or bank checks on any rents or other monies owed under this Lease.

4. Security Deposit. The Tenant has deposited \$ 1,311. with the Landlord as security that the Tenant will comply with all the terms of this Lease. If the Tenant complies with the terms of this Lease, the Landlord will return this deposit within 30 days after the end of the Lease, including any extension. The Landlord may use as much of the deposit as necessary to pay for damages resulting from the Tenant's occupancy. If this occurs prior to the Lease termination, the Landlord may demand that the Tenant replace the amount of the security deposit used by the Landlord. If the Landlord sells the property, the Landlord may transfer the deposit to the new owners for the Tenant's benefit. The Landlord will notify the Tenant of any sale and transfer of the deposit. The Landlord will then be released of all liability to return the security deposit. The Landlord will fully comply with the Rent Security Law (N.J.S. 46:8-19 et seq.). This includes depositing the security deposit in an interest bearing account and notifying the Tenant, in writing, of the name and address of the banking institution and the account number. Interest due the Tenant will be credited as rent on each renewal date of this Lease.

5. Landlord's Agent. The Landlord authorizes the following person(s) to manage the property on behalf of the Landlord (name(s) and address(es)):

6. Use of Property. The Tenant may use the Apartment only as a private residence for the following persons: Shirley Cruz & Jade (granddaughter)

7. Utilities. The Landlord will pay for the following utilities:  
( ) cold water ( ) hot water ( ) electricity ( ) sewer  
( ) heat ( ) air-conditioning ( ) gas

The Tenant will pay for the following utilities:  
(X) cold water (X) hot water (X) electricity (X) sewer  
(X) heat (X) air-conditioning (X) gas

R.R. S.C.

Any utilities not paid by Tenant, if paid by Landlord, shall be considered as additional rent and shall be collected as such.

8. **Eviction.** If the Tenant does not pay the rent when it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay, as additional rent, all costs including reasonable attorney fees and court costs related to any eviction and the collection of any moneys owed the Landlord, along with the cost of reentering, re-renting, cleaning, and repairing the Apartment. Rent received from any new tenant will reduce the amount owed the Landlord.

9. **Payments by Landlord.** If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost, including reasonable attorney fees, to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease.

10. **Care of the Apartment.** The Tenant has examined the Apartment including the living quarters, all facilities, furniture, and appliances, and is satisfied with its present physical condition. The Tenant agrees to maintain the property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of the Tenant, the Tenant's household members, or their visitors. The Tenant will remove all of the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out.

11. **Repairs by Landlord.** If the Apartment is damaged or in need of repair, the Tenant must promptly notify the Landlord. The Landlord will have a reasonable amount of time to make repairs. If the Tenant must leave the Apartment because of damage not resulting from the Tenant's act or neglect, the Tenant will not have to pay rent until the Apartment is repaired. If the Apartment is totally destroyed, this Lease will end and the Tenant will pay rent up to the date of destruction.

12. **Interruption of Services.** The Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements, or for any reason beyond the Landlord's control.

13. **Alterations.** The Tenant must get the Landlord's prior written consent to alter, improve, paint, or wallpaper the Apartment. Alterations, additions, and improvements become the Landlord's property.

14. **Compliance with Laws.** The Tenant must comply with laws, orders, rules, and requirements of governmental authorities and insurance companies, which have issued or are about to issue policies covering this Apartment and/or its contents.

15. **No Waiver by Landlord.** The Landlord does not give up any rights by accepting rent or by failing to enforce any terms of this Lease.

16. **No Assignment or Sublease.** The Tenant may not sublease the Apartment or assign this Lease without the Landlord's prior written consent.

17. **Entry by Landlord.** Upon reasonable notice, the Landlord may enter the Apartment to provide services, inspect, repair, improve, or show it. The Tenant must notify the Landlord if the Tenant will be away for 10 days or more. In case of emergency or the Tenant's absence, the Landlord may enter the Apartment without the Tenant's consent.

18. **Quiet Enjoyment.** The Tenant may live and use the Apartment without interference subject to the terms of this Lease.

19. **Subordination.** This Lease and the Tenant's rights are subject and subordinate to present and future mortgages on the premises, which include the Apartment. The Landlord may execute any papers on the Tenant's behalf as the Tenant's attorney in fact to accomplish this.

20. **Hazardous Use.** The Tenant will not keep anything in the Apartment that is dangerous, flammable, explosive, or might increase the danger of fire or any other hazard.

21. **Injury or Damage.** The Tenant will be responsible for any injury or damage caused by the act or neglect of the Tenant, the Tenant's household members, or their visitors. The Landlord is not responsible for any injury or damage unless due to the negligence or improper conduct of the Landlord.

22. **Renewals and Changes in Lease.** The Landlord may offer the Tenant a new lease to take effect at the end of this Lease. The new lease may include reasonable changes. The Tenant will be notified of any proposed new lease at least 60 days before the end of the present Lease. If no changes are made, the Tenant may continue to rent the Apartment on a month to month basis (with the rest of the lease remaining the same). In either case, the Tenant must notify the Landlord of the Tenant's decision to stay or to leave at least 30 days before the end of the term. Otherwise, the Tenant will be responsible under the terms of the new lease.

23. **Pets.** No dogs, cats, or other animals are allowed in this Apartment without the Landlord's prior written consent.

24. **Notices.** All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested. Notices to the Landlord may be sent to Landlord's agent.

25. **Signs.** The Tenant may not put any sign or projection (such as a TV or radio antenna) in or out of the windows or exteriors of the Apartment without the Landlord's prior written consent.

26. **Rules.** The Tenant will not interfere with the quiet enjoyment of any other Tenant. The Tenant will comply with all rules, which are attached to this Lease. The Tenant also agrees to accept reasonable changes in such rules. The Landlord may make such changes at any time upon reasonable notice to the Tenant. The Tenant will likewise be responsible for the acts of the Tenant's household members and visitors.

27. **Crime Insurance.** The Landlord does not provide insurance for the Tenant against criminal acts. The Tenant may obtain such insurance by contacting the Tenant's own insurance company.

28. **Insurance.** The Landlord does not provide insurance for the Tenant for liability and personal belongings. The Tenant shall obtain such insurance by contacting Tenant's own insurance company.

**Validity of Lease.** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.

**Parties.** The Landlord and each of the Tenants are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

**Entire Lease.** All promises the Landlord has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both the Tenant and the Landlord.

**Signatures.** The Landlord and the Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

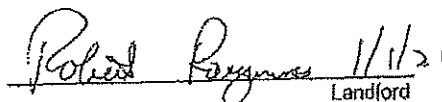
Witnessed or attested by:

\_\_\_\_\_

  
\_\_\_\_\_ Tenant

\_\_\_\_\_ Tenant

\_\_\_\_\_

  
\_\_\_\_\_ Landlord

**Exhibit C**

**RESOLUTION  
CITY OF ASBURY PARK PLANNING BOARD**

WHEREAS, the City Council of the City of Asbury Park authorized the Planning Board by resolution to undertake a review of a proposed amendment to the City Scattered Sites Redevelopment Plan which would permit the structure located at 603 First Avenue, (aka Block 155, Lot 2 on the official tax map) in the City of Asbury Park to be used for 4 residential units which is not permitted pursuant to the current Plan; and

WHEREAS, the Municipal Land Use Act, NJSA 40:55D-1 et seq., and NJSA 40A:12A-7e, require that the Planning Board prepare and transmit a report back to the Governing Body; and

WHEREAS, said statute does further require that the report of the Planning Board shall include an identification of any provision or provisions set forth in the proposed ordinance amendment which is or are inconsistent with the City Master Plan and contain recommendations concerning those inconsistencies and any other matters as the Board deems appropriate; and

WHEREAS, the Board conducted a Public Hearing on the proposed amendment on January 12, 2004; and

WHEREAS, the Board received reports and commentary from it's Planners, Attorney and various members of the public and the property owner, his Attorney and Planner.

NOW, THEREFORE BE IT RESOLVED, by the Planning Board of the City of Asbury Park that it hereby recommends the approval of the Plan Amendment to the City Council and hereby directs the Board Secretary to transmit this Resolution to the Clerk of the City of Asbury Park, which will server as the report required pursuant to the Statutes first mentioned above forthwith for consideration by the Mayor and Council of the City of Asbury Park.

John Loffredo offered a motion to move on the adoption of the foregoing Resolution:

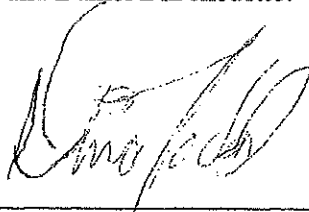
Seconded by Rev. David Parreott and adopted on the following roll call vote:

Ayes: Rev. David Parreott, Sharon Saunders, Robert Sanders, and John Loffredo.

Nays: Sara Anne Towery, Bennett Schneider and Daniel DiBenedetto.

Abstain: None

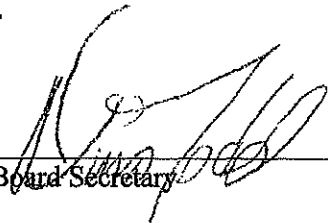
February 9, 2004.



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Dina Todd, Board Secretary

I certify this to be a true copy of the Resolution memorializing the action taken by the City of Asbury Park Planning Board on February 9, 2004..



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Dina Todd, Board Secretary