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**Dear Monmouth University Students:**

We want to take this opportunity to welcome you to the community. Not only are you a valued member of Monmouth University, but since you live off-campus, the greater communities surrounding the University view you as a member as well.

The University and neighboring municipalities have worked together to create an environment fit for families of all types, people of all ages, and students of all backgrounds. As a member of this community, you have a responsibility to respect the **rights** and **lifestyles** of those who live near you and to adhere to the standards set by the community. This guide book has been designed to assist you in developing and maintaining a satisfying residential living situation.

Inside the guide book, you find information that enables you to be a **valued resident** and a **good neighbor**. Parking regulations, tenant's rights, garbage and recycling collection information, and local ordinances concerning noise, pets, etc., are just a few of the areas addressed in the book. Also included are emergency phone numbers (both on and off-campus) and information on other serious issues such as rental safety and security, and local laws concerning alcohol and drugs.

We hope that you will take the time to read through this guide book and put to good use the information contained in it. The University and local communities must be equal partners in ensuring a **quality living experience** for all. You are a critical part of this experience and we hope you will join us in this most important partnership.

In addition, a community relation's taskforce holds two regular meetings each semester and one open forum per semester at Monmouth University. You are invited to attend these meetings to share any concerns you or your neighbors have. You are also encouraged to contact the Office of Off-Campus and Commuter Students, located on the second floor of the Rebecca Stafford Student Center if you have questions or need assistance.

Best wishes, enjoy your university experience, and please call on us if we can assist you in any way.

Sincerely,

Paul Gaffney  
President  
Monmouth University

Hon. Adam Schneider  
Mayor  
City of Long Branch

Hon. William Larkin  
Mayor  
Township of Ocean

Hon. Janet Tucci  
Mayor  
Borough of West  
Long Branch

Hon. Harry I Franco  
Mayor  
Borough of Deal

Dear Student:

As the Director of the Office of Off-Campus and Commuter Services (OCCS) I have the pleasure of working with Monmouth students who commute from home and who live off-campus in a rental near campus. Additionally, my office interacts with the neighbors of student rentals and officials from the local communities when it comes to improving the relationship our campus has with the surrounding towns.

Whether you're just moving in or you're about to begin your search for an apartment, I hope you will find time to review the information contained in the **Guide to Living Off-Campus**. The guide is grounded in common sense and is designed to be practical. The guide will also help you develop a better understanding of what goes into living off-campus and renting an apartment or house.

The range of experiences students can have when they move off-campus are based on **good decision making, respect, communication, and a willingness to relate to one's neighbors**. When students take a constructive approach to living in the communities that surround Monmouth University, their overall experience is typically quite positive. However, when students disregard their neighbors, their community, or the University, the results are usually negative. It is everyone's hope that you will make every effort to become a good tenant and neighbor.

In addition to the guide, OCCS sponsors the **Living Off-Campus 101** workshops, meetings with individual students and organizations, participation in the Community Relations Taskforce, as well as the distribution of a once a semester newsletter called **Off-Campus LIVING**. OCCS also teams up with student organizations to promote community services projects such as the Mischief Night Community Patrol and **The Big Event**.

We all know that a number of students will to rent an apartment at some point during their time at Monmouth University. While living off-campus is a natural part of what it means to go to college, it is my hope that the **Guide to Living Off-Campus**, as well as the other services sponsored by my office, will help make your off-campus experiences productive and rewarding.

I wish you all the very best as you make the transition to independent living and look forward to meeting you all this year.

Sincerely,

Vaughn Clay  
Director, Office of Off-Campus and Commuter Services

# Living Off-Campus

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## GENERAL INFORMATION

Over the last 13 years, a great deal has changed at Monmouth University. In 1995 the institution became a University, new facilities were constructed, personnel and services have been enhanced, and our overall enrollment has stabilized at 6300 total students. As Monmouth evolved so did some students' desire and need to move off-campus.

As resident students progress in their tenure at Monmouth University, some develop a desire to move off campus and into an apartment, room or house in the communities that surround the campus. This has been a traditional part of the experience that many students have when they go to college. However as more students make the transition to off-campus housing, a noticeable increase in off-campus incidents has occurred.

While it's fair to say that the majority of students who live off-campus are **good people, good students, and good neighbors**, there have been occasions where specific properties developed a negative history with their neighbors and local community. Furthermore, as more students moved off-campus, the University has in recent years, noticed that some neighbors and communities are taking more active measures to address "quality of life" issues caused by certain Monmouth University students.

Over the course of the 2003/2004 academic year Monmouth University received negative publicity and feedback regarding the inappropriate behavior of students who moved off-campus. During the spring 2004 semester, the Student Government Association made recommendations to the Division of Student Services to strengthen the sanctions for students who violated the University's policy on alcohol use. Furthermore, some of the local communities have created new ordinances which address "quality of life" issues with regard to seasonal or student rentals. Local communities have also strengthened what are known as "Animal House" ordinances which hold landlords responsible for the behavior of their tenants.

The nature and function of student rentals in the communities that surround campus is changing and it will be important for resident and off-campus students to understand their rights and responsibilities when they visit friends who live off-campus or when students rent a room/apartment/house locally.

## MONMOUTH UNIVERSITY'S RELATIONSHIP WITH THE LOCAL COMMUNITIES: THE IMPORTANCE OF BEING GOOD NEIGHBORS

Over the years Monmouth University has worked very hard to establish if not enhance positive, working relationships with the neighbors and officials in the local communities. Furthermore, local residents, businesses, and organizations may have taken classes, attended campus functions and more importantly donated time/resources to the advancement of Monmouth University's goals and mission. The institution's relationship with these people, organizations, and communities is critical to improving the programs and services currently offered, **which in turn enhance the value of the degree that you will receive when you graduate.**

When students are involved in off-campus incidents the attention or in some cases negative publicity generated from such an event chips away at our ability to work with and interact with neighbors, community officials, and local organizations. If off-campus problems persist it makes it more difficult

for Monmouth to move forward with new programs, facilities and initiatives that will benefit the student community.

It is vital then for resident and off-campus students to present themselves in a positive manner and to adhere to all local, state and federal laws, as well as the Student Code of Conduct when they visit friends who live off-campus or when they reside in one of the rooms/apartments/houses that are found locally. **Illegal and inappropriate behavior off-campus not only affects the students who are involved in the incident, but it damages our relationship with the neighbors and local communities.** It has always been Monmouth University's position that Monmouth students, regardless of whether they live on or off-campus are "representatives" of this institution and they will be held accountable for their actions should it be determined that a violation of the law or the Student Code of Conduct occurred.

### **OFFICIAL OFF-CAMPUS HOUSING POLICY**

The focus of the Off-Campus Housing Policy is not to prohibit students from residing within off-campus rental properties. Instead Monmouth University is seeking greater assurance that students comply with the institution's existing social regulations and policies whether they are living in a residence hall or in a property off-campus.

Monmouth University students are responsible for conducting themselves so as to not bring disrepute to the University. Conduct or activity by members of the student body living in, or hosting functions at, off-campus locations that have the effect of unreasonably interfering with the rights of neighbors is prohibited. This standard of conduct recognizes and affirms a responsibility to respect the rights of others appropriate to the setting in which one lives. It also recognizes the duty of Monmouth University students who are residents of off-campus rooms/apartments/houses to control the nature and size of activities carried out in or on their premises consistent with the standards of the University. Furthermore, the University has established policies which define the activities which violate of the Student Code of Conduct. Non-compliance with University policies and procedures subjects a student to disciplinary proceedings, including suspension.

### **TERMS AND CONDITIONS OF OFF-CAMPUS HOUSING**

While residence off-campus may be a necessity for some students it is still considered a privilege, which carries certain responsibilities. Therefore, Monmouth University requires that undergraduate students adhere to the following conditions when they rent a room/apartment/house off-campus:

- The premise and occupants must comply with all applicable laws, rules, regulations and ordinances, including housing ordinances, noise limitations, parking requirements, alcohol regulations, zoning regulations and safety regulations.
- Activities on the premise must not violate the criminal law or the Student Code of Conduct.
- A "community disturbance" must not be created. For this purpose, a "community disturbance" includes:
  - Noises which are unduly loud, continual or at late hours.
  - Crowds beyond normal use of residential premises.
  - Excessive vehicular traffic and parking (whether or not actually parked on the premises).

- Profane or vulgar language, gestures, conduct, signs or objects that may be heard or observed in the neighborhood.
- Other disturbances out of keeping with the residential character of the neighborhood.
- All activities on the premises, and the upkeep of the premises, must be consistent with the residential character of the neighborhood and in accordance with standards of decency and decorum expected of Monmouth University students.

A violation of these conditions or any of Monmouth University's policies or procedures may serve as grounds for the filing of charges under the Student Code of Conduct.

### **ONGOING REVIEW AND SANCTIONING**

Throughout the semester, the Office of the Vice President for Student Services will review any and all police reports or complaints from local residents that pertain to students who reside or have visited an off-campus property. Police reports generated by the City of Long Branch, the Borough of Deal, the Township of Ocean, the Borough of West Long Branch, the City of Asbury Park and on occasion reports from other municipalities will be forwarded to the Vice President for Student Service's Office, who will then review and forward that information for action to either the Director of Judicial Affairs and Special Projects or to the Director of the Office of Off-Campus and Commuter Services.

When the Assistant Vice President for Student Services is asked to intervene, the student(s) involved will most likely be charged for violating the Student Code of Conduct. When the Director of the Office of Off-Campus and Commuter Services is asked to intervene, no judicial action will be taken, however the student(s) may be required to meet with the Director to discuss the issue and present measures that will be taken to avoid similar incidents from happening in the future.

If a visit by law enforcement officers uncovers serious violations or severe behavior issues, the sanction of suspension (or expulsion) could be levied against the student(s) who have leased the off-campus residence or were directly involved in the incident. All students may be held responsible regardless of their presence during a visit from law enforcement officers. The Office of the Vice President for Student Services or her designee will handle situations in which this level of action may be sanctioned. Any cases involving a violation of the Student Code of Conduct will be heard by the Director of Judicial Affairs and Special Projects or her designee and may be appealed as defined in the Student Handbook.

### **STUDENTS AND THEIR RELATIONSHIP WITH THE COMMUNITIES**

**Living off-campus carries the expectation that you will find positive ways to interact with your neighbors and local community.** As a member of Monmouth University you are in effect a **representative** who will be seen in either a positive or negative manner. Your actions and those of your guests are judged by the way in which you interact and relate to your neighbors and local community. First impressions are usually lasting ones and they will either ease your transition into the neighborhood or make life challenging for the remainder of your time in that rental. OCCS asks that you consider the following suggestions for establishing a positive relationship with your neighbors and community:

- **Meet your neighbors once you move-in.** This simple face-to-face gesture will go a long way in making the year a success. Provide your neighbors with current phone numbers where they can reach you should they have a question or concern.
- **Keep your property clean.** If your yard is unkempt and/or there is trash or debris scattered about, your neighbors are sure to notice, which could strain the relationship they have with you and elicit a visit by a local official who may issue a summons.
- **Let your neighbors know when you intend to have guests over.** By telling your neighbors the amount of people you are expecting, the time you expect the gathering to begin **and end**, and a phone number(s) to call you if there is a problem, will ensure a more successful night for everyone.
- **Park legally in your community and on your property.**
- **Be considerate of the sound volume coming from your apartment, your car, when you are outside or when guests visit.** Excessive noise is the number 1 complaint from neighbors. If they don't hear you or your guests then you shouldn't have any problems with your neighbors or community.
- **Do something nice for your neighbors.** Bake some cookies, walk some children across the street, rake someone's yard or shovel a sidewalk or driveway. Our friends in the communities will appreciate a nice gesture from their student neighbors.
- **Become familiar with local laws and ordinances and your legal responsibilities as tenants and citizens.**
- **Take responsibility for your guests when they visit.** Don't let your friends litter, make excessive noise, loiter outdoors where your neighbors live, or race up and down the street in their cars.
- **Take your trash out, recycle regularly, and follow the guidelines on how to do so.**
- **Mow your lawn, rake your leaves, and shovel your snow.** Ask your landlord or property manager how and when these are to be performed.
- **Again, noise is the most common complaint from our neighbors.** Turn your stereos down and keep people indoors beyond reasonable hours.

## **Students' Rights and Responsibilities Off-Campus**

### **UNIVERSITY JURISDICTION OFF-CAMPUS**

Generally, University jurisdiction and discipline shall be limited to conduct which occurs on University premises or which adversely affects the University community and/or the pursuit of its objectives. In meeting its educational mission, Monmouth University recognizes the importance of establishing and enforcing acceptable standards of behavior. In doing so, members of the University community should know that they will be held accountable for their off-campus actions and/or behaviors as they relate to established laws

and regulations of federal, state, and local agencies, as well as policies of the University.

In this connection, individuals who are members of the University community have a responsibility to represent themselves in a lawful and responsible manner at all times, both on and off the campus. It would be unreasonable to suggest that a person committing a wrong act, on or off-campus, which violated both the Student Code of Conduct and criminal statutes could not be punished by all injured parties, e.g. the citizens of the state or local community and the University.

The University reserves the right to exercise its discretion on taking disciplinary action against students of the University or University organizations involved in off-campus activities when the University's reputation or its orderly functioning as an academic community are clearly involved and distinct or to protect the safety and well-being of the campus community.

### **GENERAL NOISE ORDINANCES**

As a rule of thumb, any noise that creates a disturbance for your neighbors may be subject to enforcement by the local police departments. The ordinances are defined as to the type of noise and time of day. While an excessive noise summons may be issued at any time of day, **8:00 PM to 8:00 AM** is generally when quality of life issues (*loud stereo, parties, car motors/horns/alarms, dogs barking and similar types of nuisance complaints*) are enforced. In the local communities, excessive noise summons/fines average **\$300** for a first offense and **\$500** for a second offense

### **THE 8 PM TO 8 AM GUIDELINE**

Generally, any construction type of noise, including motors, engines, hammering, etc. is permitted between **8:00 PM to 8:00 AM**, Monday through Saturday. Construction is not permitted on Sunday. We don't expect that you, your roommates, or any guests that you have will be doing any construction, however this is a good guideline for maintaining appropriate noise levels.

### **CONSIDERATION FOR YOUR COMMUNITY**

Your neighbors work, raise their families and establish roots in the towns that surround Monmouth University. As a member of the community, you should modify your behavior to match the neighborhood in which you are living.

### **LATE NIGHT NOISE**

Most complaints to the police are generated by noise that takes place at night. It is important for you, your housemates, and guests to be mindful of noise coming from your apartment or house, particularly in the evening and early morning hours. **REMEMBER; LATE IS A MATTER OF PERSPECTIVE!** What is **EARLY** to you, may be **LATE** to your neighbors. As you return home from an evening class, a late shift at work, the library, an evening out with friends, or when friends stop by your residence, be considerate of slamming car doors, car horns, shouting to friends, etc.

### **GENERAL TRAFFIC ORDINANCES**

Overnight parking on local streets may be regulated by the community. Streets where parking is prohibited overnight generally have signs posted noting this restriction. You should familiarize yourself with all street signs near your off-campus residence. When you are searching for a rental, find out where you will be able to park and how many vehicles may park on the

property (if applicable). When you are unsure about your ability to park on or near your property, OCCS suggests that you contact the city or township in which you are residing. Rental properties in residential areas can create problems with regard to parking. If your property has off-street parking we encourage you to use it, when appropriate. You may need to work out parking schedules with your roommates. A good rule of thumb is to **not** park on sidewalks or yard space on or near your residence.

### **SPEED LIMITS**

Speed limits are posted on the roads in all of the communities surrounding Monmouth University. If no speed limit is posted then State Law applies which is 25 m.p.h. on local streets and 50 m.p.h. on highways. Always be aware of your surroundings when driving.

### **STREET PARKING RESTRICTIONS AND ENFORCEMENT**

There are a number of streets near the University, as well as throughout the surrounding municipalities, where parking is restricted for better control of traffic. These streets are posted and subject to enforcement. Check in the neighborhood as you park that it is not a restricted area as to (1) times of day (2) certain days of the week (3) time limitations and so on.

### **AREAS WHERE PARKING IS NOT PERMITTED**

Parking is not permitted on **LAWNS** or **SIDEWALKS** and it is not permissible to block driveways. Local police and code officials **will enforce these ordinances**. Vehicles may not park within 50 feet of a stop sign.

### **GENERAL FIRE ORDINANCES**

Most off-campus residences rented by Monmouth University students are single-family homes. When renting a property you should familiarize yourself with the number of residents who are permitted to reside in the property.

### **INSPECTION OF A RENTAL AND CERTIFICATES OF OCCUPANCY (C/O)**

A fire inspector or code enforcement officer will come out to inspect your rental, to insure that your landlord or home owner is in compliance with local, state and federal laws. Just about all of the towns in Monmouth County require that the landlord or realtor secure a **certificate of occupancy (C/O) BEFORE** tenants are permitted to move-in. In some cases, tenants may be allowed to move into a rental without the C/O as long as the landlord or realtor has already filed a C/O application with the town. Some communities may only have one inspector and it is impossible for that person to inspect numerous properties all at the same time. Typically, the inspector will visit the rental within a week of the tenants moving in the apartment or house.

If an inspector is called to a residence where overcrowding or safety is in question it's possible that one or all of the residents may be instructed to relocate. Factors that could impact this situation may be the **number of tenants is reduced** to meet the municipality's or township's code or until **repairs are made** on the property to bring the house or apartment into compliance with the code.

### **FIRE PROTECTION AND SAFETY SYSTEMS**

Residents should make every effort to abide by the local housing codes established for this purpose and respect the fire protection and safety systems installed in your residence. **NEVER** take out or disable smoke detectors, fire hoses, fire extinguishers or other safety equipment within your apartment.

## **DOG LICENSES AND REGISTRATION**

All dogs **MUST** be registered and licensed with the community where your apartment is located. In the event that a tenant is found in violation, it is possible that he/she may be fined and/or the animal may be removed from the residence.

## **LEASH REGULATIONS**

Dogs must be kept on a leash at all times especially when on streets or public areas.

## **COLLARS AND TAGS**

All dogs must have a collar or harness bearing a registration tag and current vaccination record of the pet.

## **CURB YOUR DOG**

Dog owners are responsible for curbing (cleaning up) after their dogs when they take them for a walk.

## **PETS ON BEACHES AND BOARDWALKS**

Communities near Monmouth University have restrictions regarding pets on beaches, boardwalks or promenades. You should check with your community before you take your pet to the beach, boardwalk or promenade.

## **PROPERTY MAINTENANCE**

Local ordinances require properties to be free of trash and debris, they require lawns to be cut and require that no cars be parked on lawns or sidewalks. Tenants must also make sure that sidewalks remain snow free during the winter months as per local ordinances. Off-campus residents should contact the city or township where they reside for further information regarding property maintenance. Tenants should also review their lease to see if they will be responsible for the maintenance and upkeep of their lawn/yard.

## **RECREATIONAL ACTIVITIES**

Bicycling, roller-blading and skateboarding is not permitted on the boardwalk or the promenade of the City of Long Branch. You are welcome to use the adjacent streets and public areas for outdoor recreational pursuits. Residents in other towns should contact their city hall or municipal building for recreational regulations.

## **PENALTIES FOR DRUG AND ALCOHOL VIOLATIONS**

Students who are convicted of violating local, state and federal drug and alcohol laws should consider the long-term impact this could have on their personal and professional lives. **Drug and alcohol convictions can carry significant fines and possible imprisonment.** Furthermore, a drug and/or alcohol conviction could leave you with a criminal record. Most work applications ask the candidate if they have ever been convicted of a crime. A conviction could negatively impact your ability to apply for jobs now and in the future.

## **ALCOHOL/DRUG-RELATED LAWS IN THE STATE OF NEW JERSEY**

Monmouth University abides by all New Jersey state laws regarding the use and prohibition of alcohol and other drugs, outlined as follows:

### **DRIVING WHILE INTOXICATED (DWI)**

A person is legally drunk if his or her blood alcohol concentration (BAC) is

0.08 percent or higher. A person also may be arrested with a BAC lower than 0.08 percent if his or her driving ability is considered unsafe. In either case, the person is charged with Driving While Intoxicated (DWI). All persons convicted of DWI must pay an insurance surcharge of at least \$1,000 per year for three years, in addition to the following penalties:

<p><b>First Offense:</b> Additional fines and charges of at least \$470; loss of license for six-12 months; 12- 48 hours to be spent at an intoxicated driver resource center; and a possible 30- day jail sentence.</p>	<p><b>Second Offense:</b> Additional fines and charges of at least \$720; loss of license for two years; requirements for 30 days of community service and 48 hours at an intoxicated driver resource center or jail; and a possible 90- day jail sentence.</p>	<p><b>Third Offense:</b> Additional fines and charges of at least \$1,120; loss of license for 10 years; a 180-day jail sentence; and an insurance charge of \$1,500 per year for three years.</p>
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**REFUSAL TO TAKE THE BREATH TEST**

Refusal to take the breath test when there is probable cause for arrest carries a fine of \$250-\$500, a loss of license for six months, and an obligation to complete an alcohol education or rehabilitation program. A person can be convicted of DWI without the results of a breath or blood alcohol test.

**DRIVING ON A SUSPENDED LICENSE**

Driving a car with a suspended license because of a DWI conviction carries up to two years additional suspension, a fine of \$500 and a possible 90- day jail sentence. Involvement in an injury-causing accident carries a mandatory 45-day jail sentence.

**OPEN CONTAINER LAW**

A person who is driving with an open or unsealed container of an alcoholic beverage in a car carries a \$200 fine for the first offense and a \$250 fine or 10-day community service obligation for the second offense.

**UNDERAGE POSSESSION/CONSUMPTION OF ALCOHOLIC BEVERAGES**

The minimum age for possession or consumption of alcoholic beverages in New Jersey is 21.

**POSSESSION/CONSUMPTION**

Any person under the age of 21 who knowingly possesses or consumes alcoholic beverages in a public place or a vehicle is guilty of a disorderly person offense that carries a fine of not less than \$100.

**PURCHASE**

Any person under the age of 21 who knowingly purchases or attempts to purchase alcohol, or who misstates his or her age, or a person of legal age who purchases alcohol for an underage person faces a disorderly persons offense that carries a fine of not less than \$500 and a license suspension of six-12 months.

**SERVICE TO UNDERAGE**

Any person who knowingly offers, serves or makes available alcohol to an underage person, or entices the underage person to consume alcohol is committing a disorderly persons offense and faces a fine up to \$1,000.

**TRANSFER OF IDENTIFICATION**

Any person who is underage and uses another person’s I.D. to obtain alcohol

or a person who is of legal age and gives his or her I.D. to an underage person to obtain alcohol, faces a fine of up to \$300 or a 60 day jail sentence.

### **MANUFACTURING FALSE IDENTIFICATION**

Any person who sells or offers to sell a document that simulates a state driver's license or other governmental document that could be used to verify a person's age is guilty of a disorderly person offense and faces a fine of up to \$1,000.

### **DRUG-RELATED LAWS AND PENALTIES**

Drug-Related Laws and Penalties in New Jersey All New Jersey DWI laws cover the use of other drugs as well as alcohol.

### **AGE AND DRUG OFFENSES**

A person 14 years or older charged with a drug offense can be tried as an adult; anyone convicted of distribution of controlled substances to a person under 18 is subject to twice the fine, penalty and term of imprisonment.

### **DRUG-INDUCED DEATHS**

When a person dies as the result of using a controlled substance, the person who distributes or dispenses the substance can be prosecuted for homicide.

### **FINES/PENALTIES**

Anyone convicted of a drug offense, including use, must pay a special cash penalty (from \$500 to \$3,000), which is used for drug enforcement and prevention programs. Drug Use/Driving Privilege Anyone convicted of a drug offense will lose his or her driver's license for at least six months; anyone under 17 convicted of a drug offense may not be able to get a license for at least six months after turning 17.

### **DRUG-FREE SCHOOL ZONES**

Anyone convicted of distributing controlled substances may be considered to be a dealer and be subject to imprisonment without parole; anyone convicted of simple possession will be required to perform at least 100 hours of community service; anyone convicted, as an adult, of possessing a drug other than marijuana will serve three years in prison without parole; and anyone convicted as an adult for distributing any amount of marijuana will serve at least one year in prison without parole.

### **LEADER OF NARCOTICS TRAFFICKING NETWORK**

A person is a leader of a narcotics trafficking network if he or she conspires with others, as an organizer, supervisor, financier or manager, to engage for profit in a scheme or course of conduct to unlawfully manufacture, distribute, dispense, bring into this state or transport any controlled substance. Leading a narcotics trafficking network is a crime of the first degree and, upon conviction, a person will be sentenced to an ordinary term of life imprisonment during which the person must serve 25 years before being eligible for parole. The court also may impose a fine not to exceed \$750,000 or five times the street value of the controlled dangerous substance or controlled substance analog involved, whichever is greater.

### **MAINTAINING OR OPERATING A CONTROLLED DANGEROUS SUBSTANCE PRODUCTION FACILITY**

Any person who knowingly maintains or operates any premises, place or facility used for the manufacture of any substances classified as a narcotic drug, or any person who knowingly aids, promotes, finances or otherwise participates in the maintenance or operation of such premises, place or

facility is guilty of a crime of the first degree and will be sentenced to a term that will be fixed at or between one-third and one-half of the sentence imposed, during which the defendant will be ineligible for parole. The court also may impose a fine not to exceed \$750,000 or five times the street value of all controlled dangerous substances at any time manufactured or stored at such premises, place or facility, whichever is greater.

### **MANUFACTURING, DISTRIBUTING OR DISPENSING**

It shall be unlawful for any person knowingly or purposely:

1. to manufacture, distribute or dispense, or to possess or have under his or her control with intent to manufacture, distribute or dispense a controlled dangerous substance or controlled substance analog.
2. to create, distribute or possess, or have under his or her control with intent to distribute, a counterfeit controlled dangerous substance.

Any person who violates this law is subject to terms of imprisonment as determined by the court and fines of up to \$500,000, depending on the substance and quantity in possession.

### **ANABOLIC STEROIDS: MANUFACTURING, DISTRIBUTING OR DISPENSING**

It is unlawful for any person who is not a practitioner acting in the course of his or her professional practice to knowingly or purposely manufacture, distribute or dispense, or to possess or have under his or her control with intent to manufacture, distribute or dispense, any anabolic steroid or immediate precursor. Any person who violates this section shall be guilty of a crime of the third degree.

### **EMPLOYING A JUVENILE IN A DRUG DISTRIBUTION SCHEME**

Any person being at least 18 years of age, who knowingly uses, solicits, directs, hires or employs a person 17 years of age or younger to violate N.J.S. 2C:35- 4 or subsection a. of N.J.S. 2c35- 5, is guilty of a crime of the second degree and will be sentenced to a term of imprisonment that will be fixed at or between one-third or one-half of the sentence imposed or five years, whichever is greater, during which the defendant will be ineligible for parole. The court also may impose a fine not to exceed \$500,000 or five times the street value of the controlled dangerous substance or controlled substance analog involved, whichever is greater.

### **CRIMINAL SALE OF A CONTROLLED SUBSTANCE ON OR NEAR SCHOOL GROUNDS**

Any person who violates subsection a. of N.J.S. 2c 35- 5 by distributing, dispensing or possessing with intent to distribute a controlled dangerous substance or controlled substance analog while on any school property used for school purposes that is owned by or leased to any elementary or secondary school or school board, or within 1,000 feet of such school property or a school bus, or while on any school bus, is guilty of a crime of the third degree and will be sentenced by the court to a term of imprisonment. A fine of up to \$150,000 also may be imposed upon any conviction for a violation of this section.

### **DISTRIBUTION TO PERSONS UNDER AGE 18; ENHANCED PUNISHMENT**

Upon the application of the prosecuting attorney, any person being at least

18 years of age who has been convicted of distributing a controlled dangerous substance or controlled substance analog to a pregnant female or a person 17 years of age or younger shall be subject to twice the term of imprisonment, fine and penalty, including twice the term of parole ineligibility.

**STRICT LIABILITY FOR DRUG-INDUCED DEATHS**

Any person who manufactures, distributes or dispenses any controlled dangerous substance is strictly liable for a death that results from the injection, inhalation or ingestion of that substance, and is guilty of a crime of the first degree.

**POSSESSION, USE OR BEING UNDER THE INFLUENCE OR FAILURE TO MAKE LAWFUL DISPOSITION**

It is unlawful for any person, knowingly or purposely, to obtain or possess, actually or constructively, a controlled dangerous substance or controlled substance analog, unless the substance was obtained directly or pursuant to a valid prescription or order form from a practitioner, while acting in the course of his or her professional practice. A person violating this law is guilty of a crime of the third or fourth degree and may be fined up to \$35,000.

**ANABOLIC STEROIDS: POSSESSION**

It is unlawful for any person, knowingly or purposely, to obtain or possess, actually or constructively, an anabolic steroid, unless the substance was obtained directly or pursuant to a valid prescription or order form from a practitioner, while acting in the course of his or her professional practice. Any person who violates this section is guilty of a crime of the fourth degree.

**Federal Drug Trafficking Penalties**

**CLASS II DRUGS AND I: LOWER AMOUNTS:**

Methamphetamine (5- 499 g or 50- 499 g mixture)	Heroin (100- 999 g mixture)	Cocaine (500- 4,999 g mixture)	Cocaine Base (5- 49 g mixture)
PCP (10- 99 g or 100- 999 g mixture)	LSD (1- 19 g mixture)	Fentanyl (40- 399 g mixture)	Fentanyl Analogue (10- 99 g mixture)

<p><b>First Offense -</b></p> <ol style="list-style-type: none"> <li>Not less than 5 years. Not more than 40 years.</li> <li>If death or serious injury, not less than 20 years. Not more than life.</li> <li>Fine of not more than \$2 million individual; \$5 million other than individual.</li> </ol>	<p><b>Second Offense -</b></p> <ol style="list-style-type: none"> <li>Not less than 10 years, not more than life.</li> <li>If death or serious injury, not less than life.</li> <li>Fine of not more than \$4 million individual; \$10 million other than individual.</li> </ol>
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**CLASS II DRUGS AND I: HIGHER AMOUNTS:**

Methamphetamine (50 g or more or 499 g or more mixture)	Heroin (1 kg or more mixture)	Cocaine (5 kg or more mixture)	Cocaine Base (50 g or more mixture)
PCP (100 g or more or 1 kg or more mixture)	LSD (10 g or more mixture)	Fentanyl (400 g or more mixture)	Fentanyl Analogue (100 g or more mixture)

<p><b>First Offense -</b></p> <ol style="list-style-type: none"> <li>1. Not less than 10 years. Not more than life.</li> <li>2. If death or serious injury, not less than 20 years. Not more than life.</li> <li>3. Fine of not more than \$4 million individual; \$10 million other than individual.</li> </ol>	<p><b>Second Offense -</b></p> <ol style="list-style-type: none"> <li>4. Not less than 20 years. Not more than life.</li> <li>5. If death or serious injury, not less than life.</li> <li>6. Fine of not more than \$8 million individual; \$20 million other than individual.</li> </ol>
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**OTHER DRUGS: ANY QUANTITY** *(not including marijuana, hashish or hashish oil)*

<p><b>First Offense -</b></p> <ol style="list-style-type: none"> <li>1. Not more than 20 years.</li> <li>2. If death or serious injury, not less than 20 years. Not more than life.</li> <li>3. Fine of \$1 million individual; \$5 million not individual.</li> </ol>	<p><b>Second Offense -</b></p> <ol style="list-style-type: none"> <li>4. Not more than 30 years.</li> <li>5. If death or serious injury, life.</li> <li>6. Fine of \$2 million individual; \$10 million not individual.</li> </ol>
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**OTHER DRUGS CLASS III: ANY QUANTITY**

<p><b>First Offense -</b></p> <ol style="list-style-type: none"> <li>1. Not more than five years.</li> <li>2. Fine of not more than \$250,000 individual; \$1 million not individual.</li> </ol>	<p><b>Second Offense -</b></p> <ol style="list-style-type: none"> <li>3. Not more than 10 years.</li> <li>4. Fine of not more than \$500,000 individual; \$2 million not individual.</li> </ol>
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**OTHER DRUGS CLASS IV: ANY QUANTITY**

<p><b>First Offense -</b></p> <ol style="list-style-type: none"> <li>1. Not more than three years.</li> <li>2. Fine of not more than \$250,000 individual; \$1 million not individual.</li> </ol>	<p><b>Second Offense -</b></p> <ol style="list-style-type: none"> <li>3. Not more than six years.</li> <li>4. Fine of not more than \$500,000 individual; \$2 million not individual.</li> </ol>
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**OTHER DRUG CLASS V: ANY QUANTITY**

<p><b>First Offense -</b></p> <ol style="list-style-type: none"> <li>1. Not more than one year.</li> <li>2. Fine of not more than \$100,000 individual; \$250,000 not individual.</li> </ol>	<p><b>Second Offense -</b></p> <ol style="list-style-type: none"> <li>3. Not more than two years.</li> <li>4. Fine not more than \$200,000 individual; \$500,000 not individual.</li> </ol>
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**MARIJUANA: 1,000 KG OR MORE; OR 1,000 OR MORE PLANTS**

*(mixture containing detectable quantity)*

<p><b>First Offense -</b></p> <ol style="list-style-type: none"> <li>1. Not less than 10 years, not more than life.</li> <li>2. If death or serious injury, not less than 20 years. Not more than life.</li> <li>3. Fine of not more than \$4 million individual; \$10 million other than individual.</li> </ol>	<p><b>Second Offense -</b></p> <ol style="list-style-type: none"> <li>4. Not less than 20 years, not more than life.</li> <li>5. If death or serious injury, not less than life.</li> <li>6. Fine of not more than \$8 million individual; \$20 million other than individual.</li> </ol>
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**MARIJUANA: 100 KG TO 1,000 KG; OR 100-999 PLANTS** *(mixture containing detectable quantity)*

<p><b>First Offense -</b></p> <ol style="list-style-type: none"> <li>1. Not less than five years, not more than 40 years.</li> <li>2. If death or serious injury, not less than 20 years. Not more</li> </ol>	<p><b>Second Offense -</b></p> <ol style="list-style-type: none"> <li>4. Not less than 10 years, not more than life.</li> <li>5. If death or serious injury, not less than life.</li> </ol>
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<p>than life.</p> <p>3. Fine of not more than \$2 million individual; \$5 million other than individual.</p>	<p>6. Fine of not more than \$4 million individual; \$10 million other than individual.</p>
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**MARIJUANA**

Marijuana (50 to 100 kg; or 50- 99 plants)	Hashish (10 kg or more)	Hashish Oil (1 kg or more)
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<p><b>First Offense -</b></p> <ol style="list-style-type: none"> <li>Not more than 20 years.</li> <li>If death or serious injury, not less than 20 years, not more than life.</li> <li>Fine of \$1 million individual; \$5 million other than individual.</li> </ol>	<p><b>Second Offense -</b></p> <ol style="list-style-type: none"> <li>Not more than 30 years.</li> <li>If death or serious injury, life.</li> <li>Fine of \$2 million individual; \$10 million other than individual.</li> </ol>
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**MARIJUANA**

Marijuana (less than 50 kg)	Hashish (less than 10 kg)	Hashish Oil (Less than 1kg)
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<p><b>First Offense -</b></p> <ol style="list-style-type: none"> <li>Not more than five years.</li> <li>Fine of not more than \$250,000 individual; \$1 million other than individual.</li> </ol>	<p><b>Second Offense -</b></p> <ol style="list-style-type: none"> <li>Not more than 10 years.</li> <li>Fine of \$500,000 individual; \$2 million other than individual.</li> </ol>
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**PROBABLE CAUSE**

Is a reasonable belief that a person has committed a crime. The test the court of appeals employs to determine whether probable cause existed for purposes of arrest is whether facts and circumstances within the officer's knowledge are sufficient to warrant a prudent person to believe a suspect has committed, is committing, or is about to commit a crime. U.S. v. Puerta, 982 F.2d 1297, 1300 (9th Cir. 1992). In terms of seizure of items, probable cause merely requires that the facts available to the officer warrants a "man of reasonable caution" to conclude that certain items may be contraband or stolen property or useful as evidence of a crime. U.S. v. Dunn, 946 F.2d 615, 619 (9th Cir. 1991), cert. Denied, 112 S. Ct. 401 (1992).

It is undisputed that the Fourth Amendment, applicable to the states through the Fourteenth Amendment, prohibits an officer from making an arrest without probable cause. McKenzie v. Lamb, 738 F.2d 1005, 1007 (9th Cir. 1984). Probable cause exists when "the facts and circumstances within the arresting officer's knowledge are sufficient to warrant a prudent person to believe that a suspect has committed, is committing, or is about to commit a crime." United States v. Hoyos, 892 F.2d 1387, 1392 (9th Cir. 1989), cert. denied, 489 U.S. 825 (1990) (citing United States v. Greene, 783 F.2d 1364, 1367 (9th Cir. 1986), cert. denied, 476 U.S. 1185 (1986)).

When there are grounds for suspicion that a person has committed a crime or misdemeanor, and public justice and the good of the community require that the matter should be examined, there is said to be a probable cause for, making a charge against the accused, however malicious the intention of the accuser may have been. And probable cause will be presumed till the contrary appears.

In an action, then, for a malicious prosecution, the plaintiff is bound to show total absence of probable cause, whether the original proceedings were civil or criminal. --b--THE 'LECTRIC LAW LIBRARY(tm) -- <http://www.lectlaw.com>

#### **FOURTH AMENDMENT [U.S. Constitution]**

'The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.'

To pass muster under the Fourth Amendment, detention must be 'reasonable. 'See U.S. v. Montoya de Hernandez, 473 U.S. 531, 542-44 ('85) (analyzing constitutionality of length of traveler's border detention under Fourth Amendment reasonableness standard); Caban, 728 F.2d at 75 (considering whether duration of border detention without a hearing was reasonable).

In the context of a criminal arrest, a detention of longer than 48 hours without a probable cause determination violates the Fourth Amendment as a matter of law in the absence of a demonstrated emergency or other extraordinary circumstance. See County of Riverside v. McLaughlin, 111 S.Ct. 1661, 670 ('91). However, the Supreme Court arrived at this rule by considering the time it takes to complete administrative steps typically incident to arrest. See id.

## **FINDING A RENTAL**

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### **STEPS IN LOOKING FOR OFF CAMPUS HOUSING**

It's important to consider a number of factors before you begin your search for an apartment and sign a lease. Here's a checklist to follow:

- Review your finances. (What are the monthly financial obligations that you already have?)
- Consider the community where you want to live.
- Screen prospective areas by driving or walking through them during the day and night to be sure that you would be comfortable there.
- Decide if you're willing to share an apartment or house. If you do, consider your lifestyle preferences.
- Determine the amount of time it will take you to get from your apartment/house to campus.
- Also consider how you plan to travel to and from campus, work or home.
- Talk to current tenants, if possible.
- Identify likely prospects and make appointments to inspect potential rentals.
- If you plan a trip to find housing, allow at least 3 to 4 days for the search and do not come on weekends unless you have made prior arrangements with the landlord or realtor.
- Use a checklist system and write down the details of the rentals that you see.
- Have the landlord or realtor provide you with proof that the rental has met local, state and federal housing guidelines by showing you a prior/current certificate of occupancy (C/O).
- Carefully read the lease before you sign it.

## DECIDING WHETHER OR NOT TO SHARE AN APARTMENT?

Living with other people can be an enriching or an agonizing experience. Whether they are strangers or friends you've never lived with, be sure to discuss:

- Values concerning liquor, drugs, smoking, sexual preferences;
- Cultural differences;
- Social and recreational preferences, including personal activity patterns and schedules, tastes in music and TV;
- Financial obligations and how they will be met;
- Division of household chores
- Compatibility of study and work habits;
- Time spent together for meals and leisure.

**Remember:** Tenants who sign the same lease are in most cases **jointly** and **severally** (*individually*) responsible for the rent and any other obligations. If your roommate skips on rent or breaks the lease, the landlord can still pursue **you** for the money.

## HOUSING OPTIONS

The communities near Monmouth University offer students a number of different housing options. It is important for you to determine the type of rental you will want, **BEFORE** you begin contacting landlords or realtors. Proper planning will save you a great deal of time and effort.

- **APARTMENT BUILDINGS** Large and small apartment buildings can be found in the Monmouth University area. Generally apartment buildings contain studio to two bedroom units. Larger units are not common. Garden style apartments would also fit into this category.
- **HOUSES** Single, two and three family houses are all common housing types in areas surrounding Monmouth University. Houses tend to contain larger units, usually two bedrooms or more. Always make sure that you know the maximum occupancy of the house you are renting.
- **ROOMS FOR RENT** Rooms for rent in apartments and houses may already have existing tenants or owners who are seeking a roommate to fill a vacancy. The person moving into this situation may be required to sign a lease, which is recommended and provide a security deposit.
- **ROOM AND BOARD (meals) IN EXCHANGE FOR WORK** Services such as childcare, eldercare, tutoring, housekeeping, chauffeuring and general maintenance may be exchanged for room and board. 10 to 15 hours of work per week are generally required. Special restrictions may apply in these situations (such as no overnight guests or no smoking), so be sure you know what is permitted and expected of you before you move in.

## SHARING A RENTAL

This offers an economical alternative to living alone. Co-ed apartments are sometimes common. The degree of sharing should be decided as a group in advance. This discussion should begin with basic expenses (rent, heat, electricity, and telephone) and cover food, cooking and personal belongings (TV, stereo, tapes and CD's). You should also discuss policies in advance such as, but not restricted to pets, late rent, bad housekeeping, loud music, drugs, guests, and smoking.

You can form a group in advance and search for an apartment large enough to accommodate all of you. You may also inquire about a vacancy in an existing group. This usually requires an interview to establish compatibility with the existing group. Roommate situations range from a close-knit group with common goals to a random collection of people who go their own way with many variations in between.

Units in houses, whether single, two or three family, often appear to have lower rents. This may be misleading if utility costs are not considered. As a general rule, units in apartment buildings (five units or more per building) include heat and hot water in the rent while units in houses do not. This is because apartment buildings were generally built on a single heating system while houses were usually built with, or converted to, individual heating systems. New and substantially rehabilitated apartment buildings generally have separate electric and heating systems.

People searching for housing face many choices. Once you have decided on the type of housing, the next step is the size of the accommodation desired. Living alone in a studio or one-bedroom apartment is probably the most expensive option. Thus, a 4-bedroom apartment with four people tends to cost less than a 3-bedroom with three people. A 2-bedroom apartment does not necessarily house only two students or a 3-bedroom, three students. Be sure to first check with the city or township and the landlord/manager to see if the number of persons who plan to live in the apartment/house exceeds the number of tenants permitted since some local laws prohibit this practice.

### **OCCUPANCY AND PROPERTY MAINTENANCE RULES**

In New Jersey, each municipality is responsible for drafting and enforcing a set of housing and property maintenance codes. These codes can be very extensive and detailed. They regulate the minimum necessary physical conditions of both the interiors and exteriors of rental buildings, how many occupants can live in such buildings, and what rooms qualify as bedrooms.

As a matter of course, you should contact the local (housing or building) inspection office before renting a specific dwelling. The office that is responsible for code enforcement can tell you whether there are any outstanding code violations and how the rental is supposed to be occupied.

These rules are also very important once you have moved into a rental. Sometimes illegal conditions are not the fault of the landlord. Tenants may decide that they want to reduce the per person costs or bring more friends into the house. In so doing, you, as a tenant - may create illegal conditions. For example, you may put 2 people in a bedroom that is only legal for 1 occupant or you may convert the living room, attic or basement into bedrooms where these areas are not legally convertible this way. If a housing inspector comes by, 1 or more tenants may be forced to vacate the premises in order to bring the rental back into code compliance. In such a situation, the rent for the remaining tenants may not be reduced.

## **Selecting Roommates and Roommate Agreements**

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### **A SUCCESSFUL GROUP TENANCY**

To have a successful group tenancy, it is important that everyone gets together and discusses every aspect of living together, especially where there might be differences of opinion. Before signing a lease, have an honest discussion on your expected living arrangement. Withholding your needs and

expectations from housemates will only cause problems later on. **Be sure to discuss such things as:**

<b>Division of rent:</b> establish who will occupy specific bedrooms and how the rent will be split per person. These issues are a source of frequent dispute and ought to be settled before tenants sign the lease and move in.
<b>Purchase of food: for individual and communal consumption:</b> Discuss how food will be purchased and prepared if this will be a group activity. For example, fix the amount each housemate will pay for food.
<b>Decide how often food will be purchased:</b> weekly, biweekly or monthly. Housemates should also determine if they intend to shop together or separately.
<b>Create a plan for the preparation of food:</b> If food will be purchased individually, define areas for each person's food and a policy for consuming other people's food.
<b>Purchase of household supplies and furniture:</b> Draw up a list of household necessities and the amount each person will pay. There should be a provision made in advance for reimbursement and distribution if someone moves out or the occupancy ends.
<b>Respect for personal property:</b> Agree on the usage or non-usage of individual property even "trivial" items such as shampoo and hairspray.
<b>Damage to personal property:</b> Agree on remedies when individual property is missing or damaged and the responsible party cannot be determined.
<b>Create a policy for entertaining guests:</b> Discuss whether fellow tenants may have overnight guests and how long guests may stay. As a courtesy to housemates and neighbors, be sure to set rules for your guests - especially when alcohol will be consumed. Discuss appropriate behavior and acceptable noise levels with your housemates and their guests. Also, be aware that local ordinances prohibit high levels of noise, underage drinking and disorderly conduct. Tenants can face hefty fines and even jail time for violations of such laws.
<b>Consider the possibility of fellow tenants leaving:</b> Even if you discussed your desires and expectations before you moved into your rental, housemates may still decide to move out. Everyone should talk about this possibility before moving in. Decide who will be responsible for finding a new tenant. Remaining housemates may feel they should have the right of filling the vacancy since they will be living with the new tenant. On the other hand, they may feel that the person moving out should bear the responsibility of finding a new tenant. Tenants should also keep in mind their lease agreement, since some landlords forbid subletting.

## **Understanding Your Lease**

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### **WHAT IS A LEASE?**

The best way to think of a lease is this: **it is a contract that specifies what you and your landlord agree to do and provide to each other.** Since most landlords require you to sign a lease before you move in to your new place, it is important to know exactly what you are signing. A lease outlines the responsibilities and obligations of both the owner and tenant(s) of a particular apartment or house. It details the rules by which landlords and tenants agree to live. Once signed, a lease governs what landlords and tenants can and cannot do. Should you become involved in a legal proceeding courts will generally hold you to everything you've agreed to in the lease.

## **ALWAYS READ IT BEFORE YOU SIGN IT**

Keep in mind that leases are legally binding. If you and your roommates sign a lease, then you are all most likely bound to the terms of the agreement. Moreover, you and your roommates are jointly responsible in most cases. So if your lease states that the rent is \$1,000 a month, then (unless your lease states otherwise) you and your roommates are jointly responsible for the entire sum each month. If one person does not contribute her or his share, then all tenants on the lease are equally responsible for the missing amount. Be sure that you can count on those with whom you are signing a lease. Your legal and financial well-being depends upon their reliability.

A landlord is similarly bound to the terms of the lease. Once a lease is signed, no one can be made to accept additional provisions while the lease is in effect. Written leases are not required. It is up to the parties to decide whether anything will be signed or not. **In New Jersey, landlords are not required to automatically give a copy of the lease to their tenants, even if one is signed.** The tenant must ask for a copy of the signed lease. However, we strongly recommend that you obtain one for your records. If the landlord seems reluctant to provide you with a copy or promises that one will be delivered to you in the near future, you may want to withhold your signature until you actually receive your copy.

In cases where there is no written agreement, the lease can be enforceable as an oral contract. Realize, however that verbal leases, by their very nature, are difficult to substantiate should they become the subjects of legal action involving disputed facts. It is in the best interest of tenants and landlords to have a written lease. If you never signed a lease with your landlord, do not worry. If you have been paying rent (and have the receipts or cancelled checks to prove it) and the landlord has accepted it, then you are a tenant and are entitled to all the rights accorded tenants under state law. In such cases, you do in fact have an oral agreement. In this case, you should ask your landlord for a receipt every time you pay your rent.

## **PAYING YOUR RENT LATE**

Many leases provide for the payment of late charges if the rent is not paid by a certain day each month. This charge is supposed to cover the money lost by the landlord as a result of the late payment. Courts will usually enforce late charges if they are reasonable and are spelled out in the lease. However, if the landlord knows or should know that your monthly income regularly does not arrive by a certain day, he/she should pick a later date that is fair to both of you and include it as part of the written lease agreement.

Late charges may not be enforced if the reason the tenant did not pay the rent when due was because the landlord failed to make needed repairs. **Tenants should have proof of bad conditions in the rental.** Courts may not enforce late charges in non-payment of rent cases unless there is a written agreement signed by a tenant stating that late charges are to be considered part of the "rent." In either case the tenant should make sure that they have written and if possible photographic proof of the repairs needed, a copy of the signed lease and the tenant may want to consult an attorney before they decide not to pay their rent.

## **RENEWING AND/OR TERMINATING YOUR LEASE**

Many yearly leases, if written, will have a section explaining how you can renew the lease. A yearly lease that is not resigned automatically becomes a month-to-month lease when the written lease expires - unless you have

moved out. Landlords are also bound to the terms of the lease. Once a lease is signed, changes to the lease can be made, though both the tenant(s) and landlord must agree to sign the amended version of the lease.

Leases may contain clauses detailing the conditions under which the lease can be ended prematurely. Sometimes a landlord may require only 30 or 60 days notice for renewing or vacating the apartment. If this is the case, it will say so in your lease. Otherwise, you are bound to the conditions of the agreement for the entire period set forth in the lease. If you signed a 12-month lease, then you and your roommates are responsible for, among other things, 12 months' worth of rent.

Some students contact the office, usually within days of moving in because of some problem that only recently came to light. Very rarely can a lease be prematurely terminated. If problems occur after you sign a lease, you must correct them as a tenant of the dwelling. Roach infestation, for example, **is not necessarily** sufficient reason for breaking a lease. There are a number of things you can do to correct problems with your new apartment, but disregarding your written and verbal agreements is not one of them.

Likewise, a landlord cannot end a lease ahead of time except under well-defined circumstances. New Jersey law describes the 16 situations in which a landlord may pursue the eviction of tenants. In all situations, a landlord must first obtain a "**judgment of possession**" from the court before eviction is legal. In 14 of these 16 situations, a landlord must first present you with a written notice that a judgment of possession will be sought unless you rectify the problem at hand.

If you are renting a room in an owner-occupied house or apartment in an owner-occupied two-family dwelling, there are some important exceptions to your immunity from eviction. Leases may also contain information such as the bank where your security deposit will be held, who is responsible for each utility (water, heat, hot water, cooking gas, oil), when the rent is due, what penalties accrue for the late payment of rent, and whether pets are allowed. The main requirements in New Jersey are that:

- **No provision of the lease may violate state law, local ordinances, or other government regulations.**
- **All terms of the lease must be written in easily understandable, plain language.**

It is extremely important that you make every effort to uncover problems with a prospective rental before you sign the lease. In addition to visiting units, ask the current tenants about problems they have had with the apartment, the landlord or any housing code violations at that rental. You may not uncover anything wrong, but your efforts may mean fewer headaches for the duration of your lease.

Understand your lease's renewal and termination provisions. Leases are legally binding contracts. Your landlord can only end your lease by winning an eviction for "just cause" in court. Inspect your lease as carefully as you would inspect the physical condition of the rental. For example, do not sign a lease with blank spaces in it. Some clauses in leases are there at the discretion of the landlord. You may come across such items as these:

- **No subletting or assigning of the lease is permitted**
- **No pets allowed.**

- **Tenants must provide the landlord with copies of the keys.**
- **Tenants are required to obtain rental insurance.**

However, some clauses in a lease may be **illegal**, for example:

- **Your security deposit is non-refundable.**
- **Tenants may not have cable television installed.**
- **The landlord is not responsible for repair and maintenance of the rental.**

### **WHEN FELLOW TENANT(S) BREAK THE LEASE**

If a tenant is violating any part of the lease, bring it to his/her attention. If they persist in violating the lease, call a group meeting. Discuss the issue and try to come to an acceptable resolution of the matter. He/she should understand that their actions could cost them time and money, especially if the problem results in a court action. Remember that all of you signed the lease. This (generally) makes each tenant individually and jointly responsible for every legal provision in the lease. One person's violation of the lease is the responsibility of all the tenants. If you fail to pay your rent, the whole group is in default - unless you make up the difference. Depending upon the seriousness of the violation and the nature of your relationship, you may want to speak to the landlord about the matter. Some landlords will help you exert pressure on the offending party. In some instances, you may want to consult with an attorney.

### **TENANT RIGHTS AND RESPONSIBILITIES**

When moving into an apartment or house, there are certain things you need to consider, such as how much rent you can afford, the cost of purchasing food, monthly utility expenses, whether or not to have a roommate(s) and so on. These are things you are probably aware of but you may not know some of the laws and ordinances regarding the communities that surround Monmouth University.

The laws and ordinances are mainly enforced on a complaint basis and may carry fines if there are any violations. **This means that people living in your community are the ones responsible for reporting any violations.** It is a good idea to get to know your neighbors and those living in your area as soon as you move in. That way, if there are any problems, you and your neighbors can work them out before any other measures are taken.

First and foremost, you are bound to your lease obligations. Secondly, you must honor all of the laws and ordinances that govern all other citizens including noise, parking, speed limits, pets, the use of alcohol, etc. Students who engage in behavior off-campus that could damage the reputation of Monmouth University or the institution's relationship with the greater communities may be subject to disciplinary action under the Student Code of Conduct.

### **MOVING INTO YOUR APARTMENT OR HOUSE**

It is a good idea to note all existing damage and necessary repairs on the lease **before** you sign it. A Rental Condition Checklist can be included as part of the lease itself.

The Rental Condition Checklist helps determine "normal wear and tear." It is also a record of damage that already existed and for which you should not be held responsible when you move out. Remember to be thorough! If you run

out of room on the original sheet, write "see attached sheet" at the bottom and continue on an additional piece of paper. Try to be as detailed as possible about location, type and extent of damage. If there is extensive damage to the premises, consider photographing the area(s). Arrange with the landlord or realtor and an objective third party to inspect the premises together before you sign the lease and move-in. (**An objective witness is not a roommate or relative**).

During this inspection, you may complete the checklist and an inventory of needed repairs. If a checklist is to be made part of the lease, attach it to the lease. If the checklist is not to be part of the lease, obtain a written commitment from the landlord regarding repairs she/he will complete and a completion date. All tenants and the landlord and/or realtor should sign and date this document. As always, keep a copy of the check-in sheet for yourself and give a copy to your landlord and/or realtor. A Rental Condition Checklist has been included in the Guide to Living Off-Campus and may be used as a guide to assist students when they are visiting properties and eventually signing their lease.

### **RENTER'S INSURANCE**

Whenever you rent a house or apartment you should take out a **rental insurance policy** that will protect you and your belongings from loss due to fire or water damage or in the event that your property is burglarized or vandalized. Renter's insurance is often available from the same company that is insuring your car or motorcycle.

### **YARD CARE**

Once you have found a property to rent, you may find that your landlord or realtor will expect you to maintain the yard on the property. You should talk to the landlord to determine if you will be required to maintain the lawn and yard space that you will be renting. If so, you may need to provide the necessary equipment (e.g. lawn mower, rake, broom, etc.).

### **QUIET ENJOYMENT**

The concept of quiet enjoyment is not a specific law or statute; it has evolved from old English common law and it has been enforced as common law ever since. Although it doesn't have a statutory basis, it is recognized to be a valid, unwritten law that is enforceable. The principles of quiet enjoyment accompany any lease signed by a landlord and tenant. For example, quiet enjoyment prevents your landlord from appearing any time of the day or night to make repairs or remodel or cause you to suffer unreasonable disturbances in any way. Specific mention of the right to quiet enjoyment may not be in the lease, but you are entitled to a tenancy free from unreasonable disturbances under the control of the landlord. A tenant may waive his/her right to a covenant (promise) of quiet enjoyment if he/she signs a lease that contains a waiver of this type.

### **REPAIRS TO YOUR RENTAL**

It is important for tenants to determine who will take care of any repair to the rental BEFORE they sign a lease. Even with a lease clause, it is often difficult to get repairs done. If you do have problems first check to see if there are any procedures to follow in your lease, if not we suggest the following strategy:

Tell your landlord immediately when repairs are necessary. If he/she agrees to make the repairs, wait a reasonable time period. **If nothing is done...**

Contact your landlord again and ask why the repair has not been made. (There may be a perfectly sound reason). Again, give your landlord a reasonable amount of time to complete the repair. **If nothing happens, then...**

Write a letter that re-states the history of the problem needing repair, times of contact, and the promises. If your lease stipulates the landlord is responsible for the repair, quote it. Ask that the repair be completed in a certain amount of time. Photocopy the letter and send the original via certified mail. **Still no action, then...**

**Contact an attorney.** The attorney will offer specific counsel.

## **Moving Out of Your Rental**

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### **DON'T LEAVE WITHOUT TELLING SOMEONE**

When looking to move out of your apartment, it is your legal obligation to give the landlord notice of your intent to leave. This should be in the form of a written notice. The letter should include your name, the unit you are occupying, and the date when you are going to move out. You should also include your future address so your landlord will know where to send your security deposit after you move out. A sample ***Letter of Termination*** can be found in the *Forms and Resources* section of this guidebook.

### **WHEN SHOULD YOU GIVE NOTICE**

If you have a written lease, it will usually tell you when you must give this notice (usually 1 to 3 months before the month you would like to leave). If you do not have a written lease, you must give notice 30 days in advance. One thing to keep in mind is that these periods of time are counted from the day rent is due.

For instance, let's say that your lease requires that you give 30 days notice, and you pay rent on the first of each month. You are interested in moving out on November 14th. However, this does not mean that you give notice on October 14th. Rather, you would give notice on or before October 1st, 30 days before November's rent is due.

Do not forget to contact your utility companies to make sure that your phone, cable, gas, electric and/or water has been disconnected if the utilities are in your name or that of your roommate's. Furthermore, you should contact any lenders (e.g. credit cards, car loans, personal and student loans, etc.) and any companies or organizations that send you regular correspondence (e.g. car insurance, Monmouth University, magazine subscriptions, etc.).

### **CLEANING YOUR RENTAL**

Before you move out, make sure you clean your apartment thoroughly! You are required by law to make sure your rental is in decent condition upon vacating. Remove any furniture or other items that belong to you or your roommates.

If you do not clean your rental, you risk losing all or part of your security deposit. You may even suffer a lawsuit if you left your rental in a particularly bad state. The landlord may deduct from your deposit for the cost of a professional cleaning crew to do the job you could have done for almost nothing. If new tenants are moving in right after you, the place needs to be

ready to be reoccupied immediately. Your cleaning at the end can make things easier for everyone - including yourself.

Now is **not** the time to penalize the landlord for the condition of your apartment when you moved in. Move-in problems should have been dealt with at the beginning of your lease term. Now, you just want your move-out experience to be as smooth as possible and to get back all of the money you paid when you moved in.

As you and your roommates prepare to move out of your rental, you should also contact your local town or municipality, at least 1 month before your departure, to find out when you can dispose of old furniture, large amounts of trash and or recycling. Tenants should understand that most towns do not allow large bulk trash, garbage, or recyclables to be left at the curb when it is not the correct day for such items. Many towns may issue a summons for improper materials left at the curb on the wrong pick-up day. Garbage/recycling dates and information can be found on pages 19, 20, and 21 of this guidebook.

### **INSPECT YOUR RENTAL BEFORE LEAVING**

While you are not required law to clean your rental you should inspect your apartment for your own protection. Before you turn in your keys, send a letter to your landlord asking him/her to inspect the apartment with you. After the inspection, ask the landlord to sign a note that says you left the apartment clean and undamaged. If you cannot get him/her to do this, then you should have a friend inspect your apartment. The friend should take photographs, and sign and date them. This will help you in case you have trouble getting your security deposit back.

The hope is that you did a similar inspection when you moved in. If you did, then your final inspection should reflect only what happened (if anything) while you lived there - not any pre-existing defects or repair problems. The written inspection is one of the few ways you can protect your security deposit and yourself from a possible lawsuit for property damage. Written inspections can always be strengthened by the presence (and signatures) of disinterested witnesses, photographs, and videotapes.

If you and your roommates completed a Check-In Sheet and were able to get your landlord to sign it right before you moved into the rental you should now use it as a reference for comparing any new damage that may have occurred during your time in the rental.

### **RETURNING YOUR KEYS**

Returning your keys may seem like an obvious step in moving out of your apartment, but there are a few things you should keep in mind. The first thing is to be sure that you hand over the keys by the end of the lease; if you don't, the landlord might continue to charge you rent and/or charge you for a lock change. Also, it is best to give your keys over in person, so there is no doubt that your landlord received them. By this point, you should also have given your landlord, in writing, your forwarding address where your security deposit can be sent. This address should be given to your landlord in person or sent by certified mail.

### **GETTING YOUR DEPOSIT BACK**

By the time you move out, you should provide your forwarding address, in writing, to the landlord (preferably handed over in person or by certified mail, to make sure they get it). Then the landlord must either return your security

deposit (with interest) or give you a complete list of damages they claim you did to the property and money you still owe under the terms of your lease within 30 days after the end of the lease. The remainder of the deposit and any list of deductions must be sent to you by registered or certified mail.

The landlord cannot charge for damage caused by ordinary wear and tear. Examples of normal wear and tear include: faded paint on the walls, loose tile in the bathroom, window cracks caused by winter weather, and leaky faucets or radiators. Things that may not be ordinary wear and tear are: large holes in the walls caused by nails, cigarette burns on floors, and broken bathroom cabinet mirrors. Landlords cannot charge cleaning fees to apartments left in broom clean condition. The landlord can keep either 1% of the security deposit, or 12.5% of the total interest earned on the security deposit, whichever is greater, for administrative fees.

If after 30 days the landlord has not returned your security deposit, you can file a complaint against the landlord in Small Claims Court. If the court finds that the landlord wrongfully refused to return the security deposit, the court must order the landlord to pay the tenant double the amount of the security deposit if it is not returned at all or double the amount that you believe the landlord wrongfully deducted from your deposit. The court may also award you reasonable attorney's fees if you hired an attorney.

## **Frequently Asked Questions – FAQ's**

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### **RENTAL SEARCHES**

#### **Where can I find rental listings?**

*The best place to begin your search is with the OCCS website found at **[www.monmouth.edu/commuter](http://www.monmouth.edu/commuter)**. You can request a list of available apartments, houses, rooms for rent, and roommate wanted. Students can also access a list of local realtors and apartment buildings as well as a link to the Asbury Park Press Real Estate section.*

#### **What is the average cost of a rental?**

*Students typically spend **\$400 to \$600** a month, per person to share a rental or rent a room. 1 bedroom apartments start at approximately **\$750 to \$900** a month, 2 bedroom apartments are typically **\$900 to \$1,200** a month and 3 bedroom apartments are usually **\$1,300 to \$1,500** a month.*

#### **What is the best way to find an apartment?**

*Use the online OCCS resources. Students will sometimes limit their search process to just one realtor or one landlord. They then lose valuable time waiting to hear back from that person. Don't be afraid to work with more than one realtor or contact more than one landlord or property owner.*

## **Where do Monmouth students typically rent apartments?**

*The three areas where most students tend to live include Deal, Long Branch, and the Township of Ocean. Other communities where smaller groups of students have rented include Allenhurst, Asbury Park, Bradley Beach, Ocean Grove, Belmar, Sea Bright, Tinton Falls, Eatontown and Red Bank.*

## **What should I avoid when searching for an apartment?**

**Common sense should be your guide in this regard.** *If you are meeting with a landlord or realtor and you don't like him or her, you probably shouldn't rent a property from that person. If you are looking at a rental and it is really dirty or damaged that should give you a good idea what kind of assistance you're going to get from the landlord if you need something repaired. If you know that the rental you are looking at has had numerous problems with the neighbors or community you may want to avoid it. **Finally, if the deal sounds too good to be true, if the deal doesn't make any sense or you just don't like the person you would have to rent from, then walk away and find another rental.***

## **LIVING OFF-CAMPUS AND COMMUNITY RELATIONS**

### **What do we do if our neighbors don't like us?**

*If you didn't do anything to upset your neighbors, you should try to talk to them and find a way to improve the situation. It's possible that the tenants who lived in the rental before you damaged the relationship they had with the neighbors. You may now be dealing with the fallout from the previous tenants.*

### **The police have come to our house a couple of times this year saying they received noise complaints, yet we get along with our neighbors. What should we do?**

*Either your neighbor(s) aren't being honest with you or you're making more noise than you realize. It is also possible that you're living in a rental that has had problems with the community in prior years.*

*Try speaking to your neighbors again to find out if the house had been a problem in the past. If so, let your neighbors know that you're new tenants and you have no intention of disrupting the neighborhood. Also contact the Office of Off-Campus and Commuter Services by calling 732-263-5651.*

### **My friends and I are moving off-campus next fall because we are tired of dealing with all of the rules in the dorms. We heard that the rules are much looser off-campus. Is that true?**

*When it comes to rules and laws you will still have to abide by the local, state and federal laws and ordinances. Even though you're moving off-campus you also need to adhere to the student code of conduct. If for example, the police come to your rental because of excessive noise and issue you a summons, it is very likely that the Monmouth Office of Judicial Affairs will also charge you for violating the code of conduct. Students will sometimes overlook the fact that even though you live off-campus you still need to follow the same rules of Monmouth University and of the local, state and federal governments.*

**What can we do to avoid having problems with our neighbors or the police?**

*As soon as you move-in meet with all of your neighbors and let them know that they can call you if they have a question or concern. Next make sure that you're not making noise, especially at night. Keep your yard clean and maintained (mowed) and make sure that your trash and recycling is disposed of regularly. Don't park your car(s) on the lawn or sidewalk and please don't speed up and down the streets in your neighborhood. Also remind any friends or guests that they need to adhere to the same guidelines when they visit and leave.*

**REPAIRS, LEASES, SECURITY DEPOSITS AND LANDLORDS**

**We've been trying to get our landlord to fix our furnace for the last month and he keep's giving us the run-around. What can we do?**

*Send your landlord a certified letter stating your request and indicate a date when you want the repair completed. If your landlord does not complete the repair in that time, note that you will contact the Board of Health. **NOTE:** Essential services such as heat, water and electricity **must be** maintained by the owner of the property. While it's not possible to prevent these services from breaking down, your landlord must, within a reasonable period of time, make a concerted effort to have these services repaired.*

**Our landlord is saying that we won't get our security deposit back because he has to repaint and clean the unit. Can he do that?**

*It is the landlord's responsibility to cover the cost of repainting and cleaning. A good rule of thumb for tenants is to first document the condition of the rental when they move-in and move out and second leave the unit in same condition as they found it when they moved in.*

**How long does our realtor have to return our security deposit after we move out?**

*30 days from the date you move out.*

**One of our roommates moved out unexpectedly, yet we still have 4 months left on our lease. Will we have to cover his portion of the rent?**

*Yes, unless your landlord/realtor does not require you to cover his portion of the rent or if you are able to find someone to fill his vacancy. Or, until you are able to get the missing roommate to pay his/her remaining portion of the rental. It may be necessary to take him or her to court to recoup this money. This is legally referred to as "**Joint and Several Obligation.**"*

**Our rental was recently sold to someone else, yet we have a signed lease with the previous owner. Will the new owner have to honor our lease?**

*Yes. In a way your lease became a part of the transfer of ownership when the house was sold. The new owner will have to allow you to complete the terms of the lease that you signed with the previous owner.*

## How and when can an eviction take place?

*While a landlord or realtor may threaten to evict you, he/she cannot take such action until they have received a **notice to quit** from a civil court judge. Only an officer of the court is legally permitted to serve an eviction notice to tenants.*

## Can our landlord just show up unannounced and enter our apartment whenever he wants to?

***No.** When you signed your lease it probably indicated that while you were living there that you would be afforded a level of "**quiet enjoyment.**" Simply stated, your landlord has to provide you advance notice before he can enter the unit, unless it's for an emergency (such as repairs to the property). A reasonable notice for some people may be 24 hours however other people may be all right with a couple of hours notice. That is something you need to discuss with your landlord.*

## We recently found a house that we want to rent and the owner of the property told us that we will need to provide him with the first and last month's rent as well as 1 ½ month security deposit. That seems like a lot of money.

*You're right, it is a lot of money and more than the owner can legally require of you. The State of New Jersey says that landlords are only permitted to ask for the first month's rent and 1 ½ month's rent in the form of a security deposit.*

## Garbage Pick-up and Recycling Information

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### **BOROUGH OF DEAL**

Clerk's Office	531-1454
Fire Headquarters	531-1000
First Aid Squad	531-1000
Municipal Court Clerk	531-1343
Police Department	531-1113
Non-Emergency	531-1111

### **BOROUGH OF DEAL**

#### **BACK DOOR PICK-UP ONLY. DO NOT PLACE RECYCLING OR TRASH CONTAINERS ON THE CURBSIDE**

#### **DISTRICT 1 – LEHMAN & PARKER AVENUES TO LAWRENCE AVENUE**

Regular garbage: **Monday, Wednesday and Friday**

Aluminum, glass, bit-metals, plastic wood and beverage containers:

#### **Tuesday only**

Newspapers and cardboard: **Thursday only**

#### **DISTRICT 2 – RUNYAN AVENUE TO NEPTUNE AVENUE**

Regular garbage: **Monday, Wednesday and Friday**

Aluminum, glass, bit-metals, plastic wood and beverage containers:

#### **Tuesday only**

Newspapers and cardboard: **Thursday only**

## **THE CITY OF LONG BRANCH**

### **CITY OF LONG BRANCH**

**Police Department**                    **222-1000**  
Fire Department                        222-1000  
Emergencies                             911

### **CITY HALL**

Main Number                            222-7000  
Administration                         ext. 5273  
Building Department                 571-5690  
City Clerk's Office                     571-5686  
**Code Enforcement**                 **571-5651**  
Fire Bureau                              571-5651  
Community Development             923-2040

Tax Assessor                            571-5658  
Tax Collector                            571-5657  
**Health Department**                 **571-5665**  
Human Services                        571-6511  
Public Works                            571-6520  
Recreation Department               571-6545  
**Recycling/Sanitation**               **571-6520**  
Sewerage Authority                    222-0500

### **LONG BRANCH MUNICIPAL COURT**

Criminal Court                         571-6505  
Traffic Violations                     571-6500

## **SOUTH OF BROADWAY**

Most students from Monmouth University tend to live in what is described as the "south zone" of the City of Long Branch. This area encompasses all streets South of Broadway through Elberon. The information regarding garbage and recycling pick-up schedules pertains to this zone. If you have questions, contact the Department of Public Works at 732-571-6520 for the times and dates for your garbage and recycling collection.

### **GARBAGE PICK-UP**

- Mondays and Thursdays: South of Broadway (unless Monday is a legal holiday, then trash will be picked up on the next day)
- Tuesday and Fridays: North of Broadway

### **RECYCLING PICK-UP**

- Monday paper and cardboard pickup south of Broadway
- Tuesday paper and cardboard pickup north of Broadway
- Thursday bottles and cans pickup south of Broadway
- Friday bottles and cans pickup north of Broadway

### **BULK TRASH PICK-UP**

Every Wednesday: Items that the Long Branch City Public Works department will pick up would include furniture, and appliances (refrigerators must have the doors removed). (**No construction materials will be picked up.** This would include, but not be limited to the following items; planks, boards, plywood, concrete, bricks, cement blocks, asphalt shingles, metal rebar, metal and plastic pipes, vinyl and aluminum siding, windows, etc). **PLEASE NOTE: When** there is a holiday during the week, there will be no bulk trash pick-up. There is no bulk trash pick-up on the Wednesday after Memorial Day and Labor Day. Summons will be issued to those residents who violate these bulk trash pick-up dates.

### **WHEN AND WHERE TO PLACE YOUR TRASH AND RECYCLING**

All recycling, trash, and garbage must be placed on the curb line no later than **6:00 AM** on the scheduled collection day, but not before **6:00 PM** on the previous day. Please remember to take your trash and recycling containers in after collection.

## **WHAT THE CITY OF LONG BRANCH RECYCLES**

**BOTTLES, CANS (GLASS OR METAL) AND PLASTIC CONTAINERS** can be mixed together and placed in containers that are 32 gallons or less. Plastic bottles include milk, water, soda, detergent and bleach containers. Plastic bags are not recyclable. **DO NOT** place bottles and cans in plastic bags. A maximum of 4 containers of mixed recyclables can be placed

curbside per pickup day. Broken dishes, glasses, window glass, ceramics, mirrors, light bulbs, aluminum foil and baking pans are **NOT RECYCLABLE**. Dispose of these items in regular trash.

**NEWSPAPERS, MAGAZINES, JUNK MAIL, PHONE BOOKS, ADVERTISEMENTS, OFFICE PAPER AND ANY OTHER PAPER NOT USED FOR FOOD SERVICE** should be bundled together, cross-tied with twine into bundles of less than 50 lbs. **CARDBOARD** must be flattened and cross-tied with twine into bundles of less than 50lbs. Styrofoam packing is **NOT RECYCLABLE**, dispose with regular trash.

A maximum of 8 bundles of recycled paper and cardboard may be placed curbside per pickup day.

### **PAPER**

Only paper, which is tied in bundles of 50 pounds or less, will be accepted. Paper bags, magazines, mail or books are not accepted.

### **ELECTRONICS**

Electronic waste consists of discarded computers (CPU's), keyboards, mice, monitors, scanners, printers, cables, laptops, televisions, radios, telephones and VCR's. Residents and businesses with identification may DROP OFF items at our facility on Atlantic Avenue between Ludlow Street and Sixth Avenue, Monday to Friday 7:30 am to 3:00 pm and on Saturday 9:00 am to 1:00 pm. An attendant is on site for assistance.

### **TOWNSHIP OF OCEAN – Also on the web at [www.oceantwp.org](http://www.oceantwp.org)**

Police Department	531-1800
Fire Department	911
Administrative Offices	531-5000
Human Services	531-2600
Department of Recreation	531-2600
Library	531-5092
Housing	531-5000 ext. 356
Public Works	531-5000 ext. 364

Tenants residing in Ocean Township are required to recycle different types of materials in the township. The following are the garbage, recycling, bulk trash and metal/appliance regulations. Non-compliance will result in the issuance of a summons, including a fine of up to **\$1,250, 90 days in jail or 90 hours of community service** to each of the tenants and the landlord.

### **TIME TO SET OUT GARBAGE, RECYCLING, BULK TRASH AND METAL:**

Do not place these materials to the curb until after 6:00 PM the day before pickup or after 6:00 AM the day of pickup. Empty garbage and recycling cans must be removed from the curb by 8:00 AM the day after pickup.

### **GARBAGE**

**What:** Garbage must be stored in a garbage can no larger than 36 gallon in size. Garbage cans must have lids and handles and not weigh more than 50 pounds when filled.

Households will have 2 trash pick-ups per week:

- **Monday and Thursday,**  
then your recycling and bulk trash pick-up is the **1<sup>st</sup> and 3<sup>rd</sup> Wednesday**

- **Tuesday and Friday,** then your recycling and bulk trash pick-up is **2<sup>nd</sup> and 4<sup>th</sup> Wednesday**

**NOTE: There is no garbage pickup on Thanksgiving, Christmas and New Year's Day.**

### **BULK TRASH**

**What:** Bulk trash includes large NON-METAL items such as, furniture, boxes, mattresses, and TV's. Contractor generated material is prohibited from municipal collection.

### **METAL AND APPLIANCES**

**What:** Metal and appliances include metal bed frames, lawn furniture, shelving and appliances.

**When:** Call 732-531-5000, ext. 362 or 363 for an appointment for pickup.

### **NEWSPAPER AND MIXED PAPER**

**What - NEWSPAPER:** Newspapers only. Place newspaper in a plastic container with a weight on top (to keep paper from blowing around) or securely tie in bundles. **DO NOT PLACE IN PLASTIC OR PAPER BAGS.**

**What – MIXED PAPER:** Cardboard, non-news print paper such as mail, magazines, catalogues, school paper, computer paper, note paper, etc. Place mixed paper in a plastic container with a weight on top (to keep paper from blowing around) or securely tie in bundles. **DO NOT PLACE IN PLASTIC OR PAPER BAGS.**

If you do not reside in either one of these areas call 732-531-5000 ext. 362, 363, or 364 or find your street on the township's website as listed above and click on "Public Works", "then Recyclables."

### **COMMINGLED BOTTLES AND CANS AND HOUSEHOLD BATTERIES**

**aluminum** cans  
**tin** cans  
**glass** bottles and jars

**plastic** bottles that you can drink the contents or use the contents for laundry, such as: soda, water, milk, laundry detergent, fabric softener, or bleach

Remove caps and lids and rinse all containers. Place the above in a garbage can no larger than 36 gallon in size. **DO NOT PLACE IN PLASTIC OR PAPER BAGS.**

Regular and rechargeable batteries such as cell phone batteries, "boom box" batteries and flashlight batteries can be placed out on commingled bottles and cans day. They must be kept separate from the bottles and cans. Place the batteries in a small container next to the commingled bottles and cans collection containers.

### **RECYCLING DROP-OFF CENTER**

If you miss a pickup or become overloaded with recyclables you may use the Township's Recycling Drop-off Center located at the west-end of Sunset Avenue. Hours for the drop-off center are **Monday through Friday, 7:30 AM to 3:30 PM.** Only recyclables are accepted at this location. Dumping of other materials is illegal and a summons will be issued. For more information, contact the Ocean Township Recycling Office at 732-531-5000, ext. 362, 363, or 364.

## **BOROUGH OF WEST LONG BRANCH**

<b>Borough Clerk:</b> Lori Cole	571-5986
<b>Borough Attorney:</b> Gregory S. Baxter	542-2236
<b>Public Works Director:</b> Earl S. Reed, Jr.	571-5967
<b>Code Enforcement Officer:</b> Charles F. Shirley	229-1756
<b>Building Inspector:</b> Michael Jahn	571-5991
<b>Subcode Official:</b> Michael Jahn	571-5991
<b>Fire Subcode Official:</b> Fred Migliaccio (Acting)	776-0447
<b>Housing Inspector:</b> Timothy Griffin	229-1756
<b>Fire Official:</b> Fred Migliaccio (Acting)	776-0447
<b>Police Department:</b> Arthur Cosentino, Chief	229-5000
<b>Fire Department</b>	229-5000
<b>Municipal Court Judge</b>	571-0100
<b>Borough Prosecutor</b>	531-0774

2001 was the anniversary for curbside recycling. As a result of your efforts, we diverted 35,244 tons from the landfill since 1988. Thanks for your support with the Borough's recycling program! Keep up the good work.

### **Garbage Collection**

Northern District Monday and Thursday	Middle District Tuesday and Friday	Southern District Wednesday and Saturday
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Bulk Item Pick-up occurs on regular collection days.

No collections will occur on July 4, Election Day, Thanksgiving, Christmas and New Year's Eve.

Drop-off Center Recycling Hours (at Public Works Building) are Monday through Friday 7:00 AM to 3:30 PM; Saturday 9:00 AM to 12:00 PM. The recycling center is closed on all holidays.

### **NORTHERN DISTRICT**

Monmouth Park Highway  
Broadway  
Oceanport Avenue  
Victor Avenue  
Scott Avenue  
Windsor Avenue  
Clay Avenue  
North Linden Avenue  
Rivington Avenue  
Thompson Street  
Slocum Street  
North Locust Avenue  
Homestead Avenue  
Laurel Street  
West Street  
Halsey Street  
Dennis Place  
Lakeview Avenue  
Throckmorton Avenue  
East Lakeview Avenue  
Franklin Parkway

### **MONDAY AND THURSDAY**

Locust Avenue - Parker Road to Broadway  
Poplar Avenue  
Chestnut Place  
Walnut Place  
East Walnut Place  
Pine Avenue  
Bampton Place  
Marion Place  
Forest Street  
Wentworth Avenue  
Golf Street  
Sherman Avenue  
Heidl Avenue  
Orchard Road  
Oakwood Avenue - W. Campbell Avenue to Broadway  
Community Drive  
Poplar Avenue  
Linden Avenue  
Forest Avenue  
Richard Lane

## **MIDDLE DISTRICT**

Monmouth Road -  
Highway to Cedar Avenue  
Cedar Avenue  
Wall Street -  
Monmouth Road to Norwood Avenue  
Summers Avenue  
Lloyd Avenue  
DeForrest Place  
Parker Road -  
Monmouth Road to Locust Avenue  
Locust Avenue -  
Monmouth Road to Parker Road  
Mitchell Terrace  
Oakwood Avenue -  
Wall Street to W. Campbell Avenue  
Munroe Street  
Larchwood Avenue -  
Cedar Avenue to Wall Street

## **TUESDAY AND FRIDAY**

Elmwood Avenue  
Pinewood Avenue  
Lawrence Avenue  
Delaware Avenue  
Maryland Avenue  
Virginia Terrace  
Fairway Avenue  
West Campbell Avenue  
Hilltop Road  
Garden Terrace  
Dennis Street  
Brookwillow Avenue  
Maple Avenue  
Hollywood Avenue  
Beechwood Avenue  
Norwood Court  
Norwood Avenue

## **SOUTHERN DISTRICT**

Meadow Lane  
Parker Road -  
Monmouth Road to Eatontown Line  
Belle Drive  
Arlene Drive  
South Belle Drive  
Abis Place  
South Arlene Drive  
Muncy Drive  
Woods Road  
Marc Road  
Jeffrey Lane  
Wall Street -  
Monmouth Road to Eatontown Line  
Nolan Drive  
Whalepond Road  
Lawley Court  
Cooper Avenue  
Girard Avenue  
Karen Court  
West Palmer Avenue  
Windsor Drive  
Danbury Court  
Darien Drive

## **WEDNESDAY AND SATURDAY**

Century Drive  
Ridge Road  
Beacon Court  
Harbor Court  
Monmouth Road -  
Cedar Avenue to Oakhurst Line  
Fulton Avenue  
Stevens Avenue  
Coolidge Place  
Palmer Avenue  
Bridle Drive  
Pleasant Drive  
Jonathan Court  
Woodland Drive  
Larchwood Avenue -  
Cedar Avenue to Oakhurst Line  
Cheryl Drive  
Robin Court  
Hendrickson Place  
Baker Drive  
Mount Drive  
Woolley Place  
James Court  
DeCamp Court

## **RECYCLING COLLECTION SCHEDULE**

### **NORTH ZONE**

Bampton Place  
Broadway  
Clay Avenue  
Chestnut Avenue  
Community Drive  
DeForrest Place  
Delaware Avenue  
Dennis Place  
East Chestnut Place  
East Lakeview Avenue  
East Walnut Place  
Eunice Terrace  
Fairway Avenue  
Forest Avenue  
Franklin Parkway  
Garden Terrace  
Golf Street  
Halsey Street  
Heidi Avenue  
Hilltop Road

Homestead Avenue  
Judith Place  
Lakeview Avenue  
Laurel Street  
Linden Avenue  
Lloyd Avenue  
Locust Avenue  
(Broadway to Wall Street)  
Marion Place  
Maryland Avenue  
Melissa Court  
North Linden Avenue  
North Locust Avenue  
Oakwood Avenue  
Oceanport Avenue  
Orchard Road  
Parker Road  
(Locust Ave. to Monmouth Rd.)  
Pine Avenue  
Poplar Avenue  
Primrose Lane

Richard Lane  
Rivington Avenue  
Salem Avenue  
Scott Avenue  
Sherman Avenue  
Slocum Court  
Slocum Street  
Summers Avenue  
Thompson Street  
Throckmorton Avenue  
Upton Avenue  
Victor Avenue  
Virginia Terrace  
Wall Street  
(Norwood Ave. to Monmouth Rd.)  
Walnut Place  
Wentworth Avenue  
West Campbell Avenue  
West Street  
Windsor Avenue

## **SOUTH ZONE**

Abis Place	Harbor Court	Norwood Avenue
Alba Lane	Hendrickson Place	Norwood Court
Arlene Drive	Hollywood Avenue	Old Farm Road
Baker Drive	James Court	Palmer Avenue
Barbizon Court	Jeffrey Lane	Parker Road
Beacon Court	Jonathan Court	(Monmouth Road to Eatontown)
Beechwood Avenue	Karen Court	Park Meadow Lane
Belle Drive	Kastor Lane	Pinewood Avenue
Bridle Drive	Larchwood Avenue	Pleasant Drive
Brookwillow Avenue	Lawley Court	Ridge Road
Cedar Avenue	Lawrence Avenue	Robin Court
Century Drive	Locust Avenue	South Arlene Drive
Cheryl Drive	(Wall Street to Cedar Avenue)	South Belle Drive
Coolidge Place	Maple Avenue	Stevens Avenue
Cooper Avenue	Marc Road	Townsend Place
Cubero Court	Meadow Lane	Wall Street
Danbury Court	Mitchell Terrace	(Monmouth Road to Eatontown)
Darien Drive	Monmouth Road	West Palmer Avenue
DeCamp Court	Mount Drive	Whalepond Road
Dennis Street	Muncy Drive	Windsor Drive
Elmwood Avenue	Monroe Street	Woodland Drive
Fulton Avenue	Nolan Drive	Woods Road
Girard Avenue		Woolley Place

## **Important Phone Numbers** *(You must include the 732 area code)*

### **MONMOUTH UNIVERSITY (732 prefix)**

Police Department, Emergency	571-3499
Police Department, Non-Emergency	571-3472
Vice President for Student Services	571-3417
Office of Off-Campus and Commuter Services	263-5651
Life and Career Advising Center (LCAC)	571-3487
HAWK Line (Sports Information)	571-HAWK (4295)
Student Government Association	571-3484
MU Health Center	571-3464
ARAMARK Dining Services	222-1444
Office of Registration and Records	571-3477
Copy Center	571-3461

### **LOCAL UTILITIES**

Comcast Customer Service	542-7603
GPU Energy (Electric)	800-662-3115
NJ American Water Company	842-2224
NJ Natural Gas Company	800-221-0051

### **MONMOUTH COUNTY RESOURCES**

#### **Suicide Hotline**

Monmouth Medical Center (732) 222-3030

#### **Psychiatric Evaluations**

Pollack Clinic, Monmouth Medical Center (732) 222-3030

#### **HIV/AIDS Testing and Support**

Monmouth Regional Screening Center (732) 774-0151 (free and confidential)  
Monmouth University Centra State (732) 249-9340

#### **Sexually Transmitted Infection Testing**

Planned Parenthood of Monmouth County (732) 842-9300

#### **Pregnancy Testing**

Monmouth University Health Center (732) 571-3464  
Abortion aid/referral service (800) 932-0378  
Birth Right (800) 550-4900

#### **Victim Assistance**

Monmouth University Police Department (732) 571-3472  
Monmouth County Prosecutor (732) 431-7160 (sex crimes unit, Peter Boser)  
Victim-Witness Advocate (732) 431-6415  
National Victim Center (800)-FYI-CALL (10 am to 8 pm E.S.T.)

**Legal Referral for Civil Proceedings**

Monmouth County Bar Association (732) 431-5544  
 NJ State Bar Association (732) 249-5000

**Sexual Harrassment**

Monmouth University Police Department (732) 571-3472  
 Equal Employment Opportunity Commission (800) 669-4000  
 Civil Rights Division (800) DCR-LAWS or (609)292-4605  
 NJ Division on Women (609) 292-8840

**NJ Rape Crisis Programs**

Monmouth University Police Department (732) 571-3472  
 NJ Coalition Against Sexual Assault (732) 418-1354

**Domestic Violence**

The Women's Center of Monmouth County (732) 264-4111  
 Statewide Domestic Violence Hotline (800) 572-7233  
 Emergency Shelter Hotline (800) 322-8092

**Drug and Alcohol Referrals**

Monmouth University Health Center (732) 571-3464  
 Substance Abuse Resources (732) 663-1800  
 ALA Call (800) 322-5525 (24 hour hotline)  
 Alcoholics Anonymous (732)668-1882  
 Al-Anon Family Groups (201) 744-8686  
 Alateen and Alatot (201) 774-8686  
 NJ Drug Hotline (800) 255-0196 (24 hour hotline)  
 Narcotics Anonymous (800) 922-0401  
 Nananon (201) 997-7119

**Other Related Services**

Overeaters Anonymous (609) 597-4060  
 Eating Disorders-Counseling (800) 870-9029  
 NJ Self-Help Clearinghouse (800) 367-6274

**Help in Other Languages**

Chinese American Hotline (732) 613-1404  
 Indian-American Hotline (732) 687-2662  
 Japanese-American Hotline (201) 461-5133  
 Korean-American Hotline (201) 461-9125  
 Asian Women's Hotline (212) 732-5230 (New York number)

**RESTAURANTS****WEST LONG BRANCH**

Blimpie Subs & Salads (732) 263-1170, 22 Wall St  
 Branches (732) 542-5050, 123 Monmouth Rd  
 Branding Iron BBQ (732) 544-0555, 310 State Route 36  
 Brother's Pizza (732) 571-7800, 868 Broadway  
 Cafe Villa (732) 542-2150, 310 State Route 36 # 706  
 Cafe Vola (732) 728-9777, 175 Monmouth Rd  
 Carvel Ice Cream Bakery (732) 870-3040, 175 Monmouth Rd # 8  
 Clubhouse Deli (732) 542-6765, 4 Hialeah  
 Convenience Corner (732) 728-0106, 355 Monmouth Rd  
 Dunkin Donuts (732) 542-0605, 271 State Route 36  
 Dunkin Donuts (732) 222-6178, 840 Broadway  
 Hungry Hobo Coffee Shop (732) 870-1355, 181 Locust Ave  
 Mangia Pizza Pasta Café (732) 229-0001, 167 Locust Ave  
 My Way Café (732) 229-2923, 823 Broadway  
 Nelly's Restaurant (732) 923-1101, 589 Cedar Ave  
 Papa John's Pizza (732) 229-0200, 355 Monmouth Rd # A

**TOWNSHIP OF OCEAN**

Hills of Tuscany (732) 660-0006, 1819 State Route 35  
 Attilio Pizzeria (732) 222-5655, 67 Monmouth Rd  
 Blue Swan Diner (732) 493-2424, 2116 State Route 35  
 Brennan's Delicatessen (732) 229-8890, 70 Monmouth Rd  
 Chang Mao Sakura Chinese (732) 517-8889, 214 Roosevelt Ave  
 Domino's Pizza (732) 531-5454, 1610 State Route 35 # 7  
 Eastern Empire Restaurant (732) 531-9525, 2005 State Route 35  
 Grossman's Deli (732) 531-4709, 2005 Hwy 35  
 Miller's Restaurant (732) 531-2522, 200 Monmouth Rd

Hungry Hobo West (732) 531-3666, 2005 State Route 35  
 Los Caminos De Don Chucho (732) 531-7555, 1647 State Route 35  
 Manhattan Steak House (732) 493-6328, 2105 State Route 35  
 Mc Donald's (732) 449-3104, 1831 State Route 35  
 Mike & Nellie's Italian Grille (732) 531-7251, State Route 35 & Auth Ave  
 Nino Jr's Italian Specialty (732) 531-6644, 2005 State Route 35  
 Oakhurst Pizza & Restaurant (732) 531-4478, 2001 Bellmore St  
 Red Lobster Restaurant (732) 493-2404, 2200 State Route 35  
 Slices Inc (732) 531-6811, 250 Norwood Ave  
 Starbucks (732) 493-8770, Wi-Fi Hotspot 2100 State Route 35  
 Subsational's (732) 280-1040, 1825 State Route 35  
 Subway Sandwiches & Salads (732) 493-6366, 2100 State Route 35  
 Tandoor E India (732) 531-1944, 1610 State Route 35  
 Veterans of Foreign Wars (732) 531-7795, 212 Norwood Ave

#### CITY OF LONG BRANCH

Adelina's Pizza (732) 229-8849, 115 Ocean Ave  
 Aires De Colombia (732) 483-0032, 45 3rd Ave  
 Al Mare (732) 571-4600, 95 W End Ave  
 Anthony's Pizza (732) 571-1114, 349 Broadway  
 Asian Restaurant (732) 229-5900, 680 Broadway  
 Attilio's Restaurant & Pizza (732) 870-2445, 444 Ocean Blvd  
 Bella Pizzeria (732) 229-7102, 355 Liberty St  
 Between Crossings Shop (732) 222-0766, 294 Branchport Ave  
 Broadway Pizza & Subs (732) 263-1033, 605 1/2 Broadway  
 Cafe Lapa (732) 222-1074, 159 Broadway  
 Casa Comida Mexican Restaurant (732) 229-7774, 336 Branchport Ave  
 Casa Nossa (732) 571-8687, 345 Broadway  
 Catering To You (732) 229-6782, 274 Lenox Ave  
 Charley's Ocean Grill (732) 222-4499, 29 Avenel Blvd  
 Chicken King (732) 229-6600, 142 Brighton Ave  
 Chilangos Restaurant (732) 483-0442, 6 3rd Ave  
 Chinese Restaurant (732) 229-5900, 680 Broadway  
 Chuck E Cheese Pizza (732) 542-4300, 310 Joline Ave  
 Circle Freeze of Long Branch (732) 870-0077, 588 Ocean Blvd  
 Costamar Travel (732) 923-9070, 271 Broadway  
 Crown Fried Chicken (732) 222-6233, 230 Broadway  
 Dairy King (732) 222-9215, 212 Broadway  
 Dale's Subs & Deli (732) 222-9560, 209 Norwood Ave  
 Dino Distinctive Dining (732) 923-0033, 444 Ocean Blvd  
 Domino's Pizza (732) 571-2800, 82 Montgomery Ave  
 Don Cuco Restaurant (732) 571-9509, 571 Broadway  
 El Rancho Mexican Restaurant (732) 923-9700, 235 3rd Ave  
 Freddie's Pizzeria (732) 222-0931, 563 Broadway  
 Gourmet Grille (732) 229-8229, 45 Atlantic Ave  
 Happy Inn Kitchen (732) 222-8418, 216 Broadway  
 Harry's Luncheonette (732) 229-3378, 79 Brighton Ave  
 Hinck's Turkey Farm (732) 933-9848, 295 Westwood Ave # 1  
 Hop-Shing Kitchen (732) 222-5551, 444 Ocean Blvd  
 Inkwel Coffee House (732) 483-0444, 665 2nd Ave  
 Jack's Rib & Ale House (732) 870-8800, 149 Brighton Ave  
 Jade Garden Chinese Restaurant (732) 571-2622, 532 Broadway  
 Jessie's Cafe (732) 229-6999, 139 Brighton Ave  
 John's Pizza & Restaurant (732) 222-2525, 229 3rd Ave  
 Joy House (732) 222-8808, 237 3rd Ave  
 KFC (732) 222-5195, 6 W End Ct  
 King Chef Restaurant (732) 571-2828, 27 Montgomery Ave  
 Kristina Luchento's (732) 571-4210, 609 Broadway  
 La Scala's Pizzeria (732) 222-8728, 88 Brighton Ave  
 La Sierra Oaxaca Restaurant (732) 222-5506, 153 Broadway  
 La Sierra Taqueria (732) 263-1199, 9 Memorial Pkwy  
 Leming's Landing North (732) 571-8009, W End Ave & Boardwalk  
 Long Branch Bar-B-Que (732) 263-1773, 295 Broadway  
 Long Branch Fishery (732) 229-7166, 35 3rd Ave  
 Lucky Cheung Restaurant (732) 571-3291, 164 Broadway  
 Max's Hot Dogs (732) 571-0248, 25 Matilda Ter  
 Mazanobeh Cafe (732) 571-9777, 167 Lincoln Ave  
 McDonald's (732) 571-1072, 229 Broadway  
 Mexican Wave (732) 571-3399, 20 Memorial Pkwy  
 Miller's Luncheonette (732) 229-9200, 605 Broadway  
 Minas Grill (732) 571-6337, 560 Broadway  
 Ming Ying Chinese Restaurant (732) 728-0088, 80 Montgomery Ave

Mom's Golden Griddle	(732) 222-1206, 444 Ocean Blvd
Neil's Kitchen	(732) 870-8833, 126 W End Ct
Napoli Pizza	(732) 728-0044, 522 Atlantic Ave
Niro's Italian Bread & Spec	(732) 229-3399, 140 Brighton Ave
North Beach Grill	(732) 229-5555, 49 Atlantic Ave
Nunzio's Pizzeria	(732) 222-9798, 230 Westwood Ave
Oaxaca Restaurant	(732) 571-3399, 20 Memorial Pkwy
Ocean Cafe	(732) 222-2221, 624 Ocean Ave
Ocean Cove Restaurant	(732) 870-6100, 717 Ocean Ave
Ocean View Bakery	(732) 222-2125, 319 Morris Ave
Palm Court	(732) 571-4000, 1 Ocean Blvd
Perkins Family Restaurant	(732) 222-1448, Ursale Plaza Shopping Ctr
Tri Amici	(732) 571-8922, 628 Ocean Ave
Ray's Seafood & Steak House	(732) 870-1040, 310 Ocean Ave
Richard's Deli Restaurant	(732) 870-9133, 155 Brighton Ave
Ron's West End Pub	(732) 229-7611, 103 W End Ave
Rooney's Ocean Crab House	(732) 870-1200, 100 Ocean Ave
Sakura Japanese Restaurant	(732) 870-0807, 31 Montgomery Ave
Scala's Pizza	(732) 222-8728, 88 Brighton Ave
Sitting Duck Restaurant	(732) 229-5566, 104 Myrtle Ave
Soho Restaurant & Caterer	(732) 870-0628, 200 Ocean Ave N
Sultan Wok	(732) 728-0631, 622 Ocean Ave
The Hut	(732) 870-1000 75B Brighton Ave
T J's Pizza	(732) 222-9496, 545 Broadway
Tony's	(732) 222-3535, 228 Morris Ave
Tuzzio's Italian Cuisine	(732) 222-9614, 224 Westwood Ave
West End Pizza	(732) 222-2600, 148 Brighton Ave
Wilson's Homemade Ice Cream	(732) 229-5500, 444 Ocean Blvd N
Windmill	(732) 870-6098, 200 Ocean Ave N

## Resource Section

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### APARTMENT SELECTION CHECKLIST

Students should use the apartment selection checklist when they visit potential rentals. The questions listed below can be (1) asked of the realtor/landlord and/or (2) completed as you view the property. You may want to **highlight** specific questions that are important to you, so you will remember to ask the realtor/landlord when you are meeting with him or her. Certain questions listed below have been bolded as an added reminder to the prospective tenant. They are questions that should be asked of the realtor/landlord. **PLEASE NOTE: A certificate of occupancy is REQUIRED for all rentals in Monmouth County. Ask your landlord for a copy of the C/O when you move-in.**

Terms and Conditions	Rental 1	Rental 2
<b>Security deposit (NJ maximum is 1 ½ months rent)</b>		
<b>Will you have a current certificate of occupancy</b>		
<b>What is the maximum occupancy of the rental</b>		
<b>What is the monthly rent</b>		
<b>Who handles repairs and is that included in the lease</b>		
<b>What are the move-in and move-out dates</b>		
Will you receive a written lease		
Are pets permitted		
When and why would you be charged a late fee		

Is there a penalty for breaking a lease		
Date the rent is due each month		
Is subletting permitted		
Are utilities included		
Other?		
<b>What is included with the rental</b>		
Number of bedrooms in the rental		
Does the rental have enough electrical outlets		
Are there blinds/curtains		
Cable TV connection		
Type of flooring (carpeting, hardwood, vinyl)		
Storage space		
Is there enough closet space		
Air conditioning (A/C, window units, none)		
Is the rental furnished or unfurnished		
Is there a washer and dryer		
Have the walls been painted recently		
On-street or off-street parking		
Number of phone jacks and/or internet access		
Refrigerator (age and condition)		
Is there enough counter space and cabinets		
Dishwasher (age and condition)		
Garbage Disposal (age and condition)		
Ground Fault Circuit Interrupters (GFCI electrical outlets)		
Gas/electric stove (age and condition)		
Microwave (age and condition)		
Condition of the sink and faucet		
Is the kitchen clean		
Ground Fault Circuit Interrupters (GFCI electrical outlets)		
Number of bathrooms		
Shower and/or tub		

Condition of the toilet (does it flush properly)		
Is the bathroom clean		
Other?		
<b>Description of the rental &amp; neighborhood</b>		
Are there laundry facilities nearby		
Type of neighborhood (residential, business, family, other)		
Distance to Monmouth University		
Proximity of a grocery, bank, pharmacy, post office, etc.		
Would you feel safe living in that neighborhood		
Are there other student rentals nearby		
Has the rental had prior problems with the police, etc.		
Other?		
<b>Safety elements in the rental</b>		
Emergency exits		
Are there fire extinguishers in the rental		
Do the windows open and close easily		
Are there functioning locks on the doors		
Is there a peep hole in front door		
Is there any exterior lighting		
Screens in windows		
How many smoke detectors does the rental have		
Other?		

**MOVE-IN & MOVE-OUT CONDITION CHECKLIST**

Once you have selected an apartment or house to rent, we recommend that you complete the following ***Move-In & Move-out Condition Checklist*** before you physically move-in to your new rental. After you have completed the checklist you should sign it, your landlord sign it, and it should then become part of the lease.

<b>Kitchen</b>	<b>Move-in condition</b>	<b>Move-out condition</b>
Sink		
Counters		
Ceiling		
Walls		
Floor/carpet		

Fridge		
Stove		
Table/Chairs		
Microwave		
Dishwasher		
Other?		
Windows		
Doors		

<b>Bedroom 1</b>	<b>Move-in condition</b>	<b>Move-out condition</b>
Closet		
Ceiling		
Walls		
Floor/carpets		
Bed		
Dresser		
Windows		
Doors		
Other?		

<b>Bedroom 2</b>	<b>Move-in condition</b>	<b>Move-out condition</b>
Closet		
Ceiling		
Walls		
Floor/carpets		
Bed		
Dresser		
Windows		
Doors		
Other?		

<b>Bedroom 3</b>	<b>Move-in condition</b>	<b>Move-out condition</b>
Closet		
Ceiling		
Walls		
Floor/carpets		
Bed		
Windows		
Doors		
Other?		

<b>Living Room</b>	<b>Move-in condition</b>	<b>Move-out condition</b>
Closet		
Ceiling		
Walls		
Floor/carpets		
Windows		
Doors		
Furniture		
Other?		

<b>Dining Room</b>	<b>Move-in condition</b>	<b>Move-out condition</b>
Closet		
Ceiling		
Walls		
Floor/carpets		
Windows		
Doors		
Furniture		
Other?		

<b>Other:</b>	<b>Move-in condition</b>	<b>Move-out condition</b>
Closet		
Ceiling		
Walls		
Floor/carpets		
Windows		
Doors		
Furniture		
Other?		

**To be completed during the move-in process:**

<b>Tenant Signature and Date</b>	<b>Tenant Signature and Date</b>
1.	2.
3.	4.
5.	6.
7.	8.
<b>Landlord Signature and Date</b>	

1.
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**To be completed during the move-out process:**

<b>Tenant Signature and Date</b>	<b>Tenant Signature and Date</b>
1.	2.
3.	4.
5.	6.
7.	8.
<b>Landlord Signature and Date</b>	

The landlord and the tenant’s should make and keep copies of the move-in & move-out checklist for their records.

**MUNICIPALITIES THAT REQUIRE A CERTIFICATE OF OCCUPANCY**

Students who rent an apartment or house near Monmouth University will be required to make sure that their rental has a Certificate of Occupancy **BEFORE** they are permitted to move in. In most cases landlords, realtors, and/or property managers are required to request a C/O inspection every time a new tenant occupies a unit. The tenant should ask the landlord for a copy of the C/O before they move in to insure that the unit is safe and sound. Another aspect of the C/O inspection is that it sets the maximum occupancy for the unit. Overcrowding in a rental can be a recipe for disaster.

The Office of Off-Campus and Commuter Services cautions students before they sign a rental agreement, without having seen a recent copy of the C/O for the property. While the owner or agent of the property will most likely face stiff fines for not securing a C/O, it is the tenant who may be asked to vacate the property until repairs have been made and the unit has been brought up to code.

<b>Municipality</b>	<b>CO/Other</b>	<b>Phone Number</b>	<b>Fee</b>
Allenhurst	Yes	732- 531-2757	\$55
Asbury Park	Yes	732-502-5740 Mon-Fri 9:00 AM to 4:30 PM	\$35 with completed application listing tenants
Avon	Yes	732-502-4510 ext. 238 Mon-Thur 3:30 PM to 4:30 PM	\$50
Belmar	Yes	732-681-3700 ext. 235 Mon-Fri 9:00 AM to 4:30 PM	\$75
Bradley Beach	Yes	732-776-2999 ext. 15 Mon-Fri 9:00 AM to 4:00 PM	\$85 Single Family
Deal	Yes/Single Family/Multiple	732-531-1454	\$35/\$20 per unit
Eatontown	Yes	732-389-7616 Mon and Fri 8:45-9:30 AM & 4:00-4:30 PM	\$35
Loch Arbour	Yes	732-531-4740 Mon-Fri 9:00 AM to 4:00 PM	\$80
Long Branch (Elberon & West End)	Yes – Single family rentals are limited to 1 every 12 months	732-571-5651	\$40

Neptune (Ocean Grove)	Yes/Single Family/Apt	732-988-5200 Mon-Fri 8:30 AM to 4:30 PM	\$50/\$30 per unit
Neptune City	Yes	732-776-9204 Tues & Thurs 5 PM to 6 PM	\$50
Oceanport	Yes	732-222-8221 Mon-Fri 9:00 AM – 4:00 PM	\$25
Township of Ocean (Oakhurst)	Yes/single family/ townhouse-condo/Apt	732-531-5000 ext.356 Mon-Fri 8:30 AM to 4:30 PM	\$100/\$75/\$25
Red Bank	Yes	732-530-2760 Mon-Fri 8:00 AM to 5:00 PM	\$40
South Belmar	Yes	732-681-3232 Mon-Thurs 9:00 AM -4:00 PM	\$75
West Long Branch	Yes	732-229-1756 Mon-Fri 9:00 AM to 4:00 PM	\$45

### Sample: Letter Terminating Lease

Date: send this letter **30 days before** you wish to terminate your lease  
 To: Landlord  
 From: Tenant's Name  
 Re: Address of Rental

Dear \_\_\_\_\_ (Landlord's Name)

I am writing to inform you that I intend to vacate the (*apartment, house, etc.*) at (*address of rental*) as of \_\_\_\_\_, 20\_\_. I will be ready to deliver the premises and return the keys on \_\_\_\_\_, 20\_\_. I request that you notify me of the time and date when the move-out inspection will take place, so I can be present. Should you fail to contact me, I will inspect the rental unit in the presence of a witness and develop a written report of the condition of the property for my records. As you know, the **New Jersey Rent Security Deposit Act** (N.J.S.A. 46:8-21.1.) requires that a landlord return a security deposit, with interest within 30 days from the date in which a tenant moves out of a rental.

Sincerely,  
 Tenant's signature

### Sample: Letter Requesting Repairs

Date:  
 To: Landlord  
 From: Tenant's Name  
 Re: Address of the rental

Dear \_\_\_\_\_ (Landlord's Name)  
 It has been over (days/months) since I began my tenancy at \_\_\_\_\_ (address of rental). In this time, you have not made the requested repairs to my (house, apartment, etc.) although I informed you (verbally or in writing) on \_\_\_\_\_, 20\_\_ of the need for certain repairs. This letter is to notify you of necessary repairs at my home that require correction. These conditions have arisen through no fault, abuse, or negligence on my part. The following items are in need of repair:

1. \_\_\_\_\_
2. \_\_\_\_\_

I hope you will take prompt action to remedy these repairs. If I do not receive a response from you within 7 days (or as promptly thereafter as conditions require in case of emergency) I will be forced by your inaction to cause the repair work to be completed by a licensed contractor. I will then deduct from my rent the actual and reasonable cost of the work.

Sincerely,  
 Tenant's Signature

## Sample: Letter Breaking a Lease

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Date:

To: Landlord  
From: Tenant's Name  
Re: Address of the rental

Dear \_\_\_\_\_ (Landlord's Name)

As you know, I am the tenant at \_\_\_\_\_ (address), under a lease that runs from \_\_\_\_\_ (beginning date) to \_\_\_\_\_ (ending date). Due to (***list the specific reason(s)***) such as a family crisis, or a leave of absence from the University), it is necessary for me to terminate my lease early. I intend to leave on \_\_\_\_\_ (date). I am sorry for any inconvenience this may cause you, and I will cooperate with you in every way to see that a new tenant is found as promptly as possible. I would appreciate it if you would release me from the lease without any penalty, since the circumstances of my departure are beyond my control. I will call you \_\_\_\_\_ (specify date) to discuss this matter.

Sincerely,

(Signature)  
Tenant's name

## Sample Lease

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This AGREEMENT is made and executed in duplicate this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ by and between Landlord/Lessor: \_\_\_\_\_ (hereinafter called Landlord), and the following tenant(s):

Tenant \_\_\_\_\_, Tenant \_\_\_\_\_,  
Tenant \_\_\_\_\_, Tenant \_\_\_\_\_,  
Tenant \_\_\_\_\_, Tenant \_\_\_\_\_,

### RENTAL ACCOMMODATIONS AND PAYMENT SCHEDULE:

a. Landlord will provide the following accommodation located at \_\_\_\_\_

Type of accommodation is: (check one) House, Room, Apartment, Room and Board. Term of lease is for \_\_\_\_ months, commencing on the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_ day of \_\_\_\_, 19\_\_\_\_, at and for the total rent of \$\_\_\_\_ dollars, payable in monthly installments as follows: The first installment is payable on the execution of this agreement and the remaining installments are payable in advance on the \_\_\_\_ day of each month.

b. The aforementioned rent includes the following:

(please check all that apply)  Oil  Electricity  Water  Gas  Parking  Other: \_\_\_\_\_

**2. SECURITY DEPOSIT:** The aforementioned tenant(s) do(es) hereby agree to pay the sum of \$\_\_\_\_ on or before the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, which sum shall be held in escrow by the Landlord as a Damage Security Deposit. This sum may be used by the Landlord to compensate for any itemized property damage costs (properly receipted), ordinary wear and tear excepted, or unpaid telephone utility bills. The landlord will fully comply with the Rent Security Law (N.J.S.A. 46:8-19 *et seq.*). This included 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. The deposit or portion thereof will be refunded: (a) upon proper or notice of cancellation of the lease, (b) within forty-five days from the end of the rental period if there are no damages.

### 3. CONDITION OF PREMISES:

1. Landlord warrants that the premises are habitable, the Tenant(s) shall have the quiet enjoyment of same and that the premises comply with housing codes and statutes. This is an independent condition and covenant.
2. The Tenant(s) agrees to return the premises in good condition, ordinary wear and tear excepted, and damage not proximately caused by the Tenant(s) active negligence excepted.
3. Both parties agree that prior to occupancy and prior to termination of this agreement, appropriate written inventories will be taken to determine said condition of the premises, and that such inventories will be taken with all parties of the agreement present. Said inventories are to be attached to this agreement.

**4. USE OF PREMISES:**

Tenant(s) agree(s) to use of the premises only for residential purposes.

**5. TERMINATION OF OCCUPANCY:**

Tenant(s) agree(s) as follows: not to transfer or assign this agreement, nor let or sublet the whole or any part of said premises without the written consent of the Landlord.

**6. JOINT AND SEVERAL OBLIGATION:**

If the above described premises are rented as an apartment or other housing unit to more than one Tenant, then each of said Joint Tenants shall be Jointly and severally(individually) responsible for the total rent and/or damages set out above.

**7. REPAIRS BY LANDLORD.**

If the Apartment/House is damaged or needs repairs, the Tenant must promptly notify the Landlord. The Landlord will have a fair amount of time to make repairs. If the Tenant must leave the Apartment/House because of damage not resulting from the Tenant’s act or neglect, the Tenant will not have to pay rent until the Apartment/House is repaired. The Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for anything beyond the Landlord’s control. The Tenant may not put any signs or projection (such as a TV or radio antenna) in or out of the windows or exteriors of the Apartment/House without the Landlord’s prior written consent.

**8. COMPLIANCE WITH LAWS.**

The Tenant must comply with laws, orders, rules, and requirements of governmental authorities and insurance companies that have issued or are about to issue policies covering this Apartment/House.

**9. ENTRY BY LANDLORD.**

Upon reasonable notice (24 hours), the Landlord may enter the Apartment/House to provide services, inspect, repair, improve, or show it. Tenant must notify Landlord if Tenant will be away for 10 days or more. In case of emergency or Tenant’s absence, the Landlord may enter the Apartment/House without Tenant’s consent.

**10. QUIET ENJOYMENT.**

The Tenant may live in and use the Apartment/House without interference subject to this Lease.

**11. 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 the Landlord’s Agent.

**12. RULES.**

The Tenant will not interfere with the quiet enjoyment of any other Tenant. The Tenant will comply with all rules that are attached to this Lease and upon reasonable notice accept reasonable changes in such rules made by the Landlord. The Tenant will likewise be responsible for the acts of the Tenant’s household members and visitors. The Tenant will adhere to all local, state and federal laws

**IN WITNESS THEREOF**, the parties to this agreement have fixed their signatures below on the date first written above.

Date \_\_\_\_\_, 20\_\_\_\_  
Landlord \_\_\_\_\_  
Tenant \_\_\_\_\_  
Address \_\_\_\_\_

In cases where said Tenant is under twenty-one (21) years of age, a requirement of this agreement shall be that a Parent or Guardian of such Tenant sign below.

Date \_\_\_\_\_, 20\_\_\_\_  
Parent \_\_\_\_\_  
Address \_\_\_\_\_

# Community Ordinances

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## Township of Ocean

Ocean Township, New Jersey  
Ordinance #1782

**AN ORDINANCE ENACTED BY THE TOWNSHIP OF OCEAN, COUNTY OF  
MONMOUTH, STATE OF NEW JERSEY, PURSUANT TO  
N.J.S.A 40:48-2.12(n) ET. SEQ.**

**BE IT ORDAINED, by the Township Council of the Township of Ocean, County of  
Monmouth, State of New Jersey, as follows:**

### SECTION 1 Legislative Findings

- (a) The Mayor and Council finds, determines and declares that N.J.S.A. 40:48-2.12 (n) et. Seq. was enacted by the Legislature of the State of New Jersey to enable certain communities to take effective action to assure that excesses, when they occur, shall not be repeated, and that landlords offering seasonal rentals be held to sufficient standards of responsibility.
- (b) N.J.S.A. 40:48-2.12 et. Seq. addresses primarily resort communities that have an increased population during the summer months which results in year round citizens experiencing disturbances, damage, and public expense resulting from carelessly granted and inadequately supervised seasonal rentals to irresponsible vacationers by inept or indifferent landlords.
- (c) The Mayor and Council find that the Township of Ocean has a similar problem with short tenancies, usually less than one year, throughout the Township.
- (d) The Mayor and Council enact this Ordinance to preserve the peace and tranquility of their community for its permanent residents and to maintain the Township as a viable area for all persons and families availing themselves and living in this community.
- (e) The enactment of this Ordinance is necessary and desirable to provide a means to curb and discourage those occasional arisings from irresponsible seasonal rentals.

### SECTION II Definitions

For the purpose of this Ordinance, the following meanings shall apply:

"Hearing Officer" – means a licensed attorney of the state of New Jersey appointed by the Mayor, subject to the advice and consent of the Township Council. The hearing officer shall not own or lease any real property within the Township of Ocean, nor hold any interest in the assets of or profits arising from the ownership of such property. "Landlord" means the person or persons who own or purport to own any building in which there is rented or offered for rent housing space for living or dwelling under either a written or oral lease, including but not limited to any building subject to the "Hotel and Multiple Dwelling Law," P.L.1967, c.76 (C.55:13A-1 et seq.), and owner-occupied two-unit premises. "Seasonal rental" means any rental of residential accommodations for a term of less than one year and including any part of the period extending from May 15 to September 15. "Substantiated Complaint" – means an act of disorderly, indecent, tumultuous or riotous conduct, including by way of example but not limited to, simple assault, assault, terroristic threats, harassment, urinating in public, lewdness, criminal mischief, or excessive noise, upon or in proximity to any seasonal rental premises, and attributable to the acts or incitements of any of the tenants of those premises which have been substantiated by prosecution in any court of competent jurisdiction.

### SECTION III Hearing, Penalty

- (a) If in any twelve (12) month period, two substantiated complaints, as defined in Section II of Ordinance No. 1782, or separate occasions, of disorderly, indecent, tumultuous or riotous conduct, including by way of example, but not limited to, simple assault, assault, terroristic threats, harassment, urinating in public, lewdness, criminal mischief, or excessive noise, upon or in proximity to any seasonal rental premises, and attributable to the acts or incitements of any of the tenants of those premises which have been substantiated by prosecution in any court of competent jurisdiction, the Township Council or any officer or employee of the Township of Ocean so designated by the Township Council for this purpose, may institute proceedings to require the landlord of the seasonal rental premises to post a bond against the consequences of future incidents of the same character.
- (b) The Township Council or any officer or employee of the municipality designated by the Township Council shall cause to be served upon the landlord, in person or by registered mail, to the address appearing on the tax records of the municipality, notice advising of the institution of such proceedings, together with particulars of the substantiated complaint upon which the those proceedings are based, and the time and place at which the hearing will be held in the matter, which shall be in the Municipal building, Municipal Court or such other public place as designated by the Township Council, and which shall be no sooner than thirty (30) days from the date upon which the notice is served or mailed.
- (c) At the hearing convened pursuant to section (b) above, the hearing officer shall give full evidence in contradiction or mitigation that the landlord, present or represented or offering such

evidence, may represent. At the conclusion of the hearing, the officer shall determine whether the landlord shall be required to post a bond in accordance with the terms of the Ordinance.

(d) Any bond required to be posted shall be in accordance with the judgment of the hearing officer, in light of the nature and extent of the offenses indicated in the substantiated complaints upon which the proceedings are based, to be adequate in the case of subsequent offenses to make reparation for:

1. Damages likely to be caused to public or private property and damages consequent upon distribution of affected residents' rights of fair use and quiet enjoyment of their premises; and
2. Securing the payment of fines and penalties likely to be levied for such offenses; and
3. Compensating the municipality for the costs of repressing and prosecution such incidents of disorderly behavior; provided however, no such bond shall be in an amount less than \$500.00 or no more than \$5,000.00. The municipality may enforce a bond thus requiring by action in the Superior Court, and shall be entitled to an injunction prohibiting the landlord from making or renewing any lease of the affected premises for residential purposes until that bond or equivalent security, in satisfactory form and amount, has been deposited with the municipality.
4. Any bond or other security deposited in compliance with Section (d) above shall remain in force for a period of four (4) years. Upon the lapse of the four (4) year period, the landlord shall be entitled to the discharge of the bond, unless prior thereto further proceedings leading to a forfeiture or partial forfeiture of the bond or other security shall have been had under Section 4 below, in which the case the security shall be renewed in an amount and for a period that shall be specified by the hearing officer. A transfer of ownership or control of the property shall not void a requirement of security imposed under this Ordinance. The person or persons to whom ownership or control is transferred shall maintain that security shall be subject to injunctive proceedings as authorized by Section (d) above, in the same manner as the landlord upon which the requirement was originally imposed; provided however, the Township Council may, by Resolution, shorten the period for which security is required to not less than one year from the date of the transfer of ownership or control, if during that year no substantiated complaints are recorded with respect to the property in question.

#### SECTION IV Bond Forfeiture, Extension

(a) If during the period for which a landlord is required to give security pursuant to section (3) above, a substantiated complaint is recorded against the property in question, the Township Council or its designee may institute proceedings against the landlord for forfeiture or partial forfeiture of the security, for an extension as provided in Section 3(e) above, of the period for which the security is required, or for an increase in the amount of security required, or for any or all of those purposes.

(b) Any forfeiture or partial forfeiture of security shall be determined by the hearing officer solely in accordance with the amount deemed necessary to provide for the compensatory purposes set forth in Section 3(d) above. Any decision by the hearing officer to increase the amount or extend the period of the required security shall be in light of the same factors set forth in Section 3(d) above, and shall be taken only to the extent that the nature of the substantiated complaint or complaints out of which proceedings arise under this action indicated that appropriateness of such change in order to effectually carry out the purposes of this (these) ordinances. The decision of the hearing officer in such circumstances shall be enforceable in the same manner as provided in Section 3(d) above.

#### SECTION V Hearing Officer, Qualifications

The hearing officer shall be a person or persons appointed by the Mayor, subject to the advice and consent of the Township Council. A hearing officer shall be not own or lease any real property within the Township of Ocean, nor hold any interest in the assets of or profits arising from the ownership or lease of such property.

SECTION VI All ordinances or parts of ordinances, which are inconsistent herewith, are repealed, but only to the extent of such inconsistency.

SECTION VII If any word, phrase, clause, section or provision of this Ordinance shall be found by any court of competent jurisdiction to be unenforceable, illegal or unconstitutional, such word, phrase, clause, section or provision shall be severable from the balance of this Ordinance and remainder of the Ordinance shall remain in full force and effect.

SECTION VIII This Ordinance shall take effect (20) twenty days after the first publication thereof after final adoption as provided by law.

### **ORDINANCE NO. 1981**

**AN ORDINANCE RESCINDING ORDINANCE 1973 AS AMENDED ENTITLED CHAPTER 3-12 "POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES BY PERSONS UNDER LEGAL AGE ON PRIVATE PROPERTY" OF THE "REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF OCEAN, 1965" RELATING TO RESTRICTIONS AND PENALTIES UNDER GENERAL POLICE REGULATIONS.**

**BE IT ORDAINED by the Township Council of the Township of Ocean in the County of Monmouth, State of New Jersey, that Ordinance No. 1973 is hereby rescinded.**

WHEREAS the Township Council of the Township of Ocean wishes to amend the "Revised General Ordinances of the Township of Ocean" Chapter 3-12 "Possession and Consumption Of Alcoholic Beverages By Persons Under Legal Age On Private Property," Section 3-12.3 Restrictions and Penalties in its entirety to conform to N.J.S.A. 40:48-1.2 as follows:

Section I

Section 3-12.3 Restrictions and Penalties.

Any person under the legal age to purchase alcoholic beverages who, without legal authority, knowingly possess or who knowingly consumes any alcoholic beverage on private property shall be punished by a fine of Two Hundred Fifty Dollars (\$250.00) for a first offense and Three Hundred Fifty Dollars, for any subsequent offense.

The Court may, in addition to the fine authorized for this offense, suspend or postpone for six (6) months the driving privilege of the defendant. Upon conviction of any person and the suspension or postponement of that person's driver's license, the Court shall forward a report to the Division of Motor Vehicle stating the first and last day of the suspension or postponement period by the Court pursuant to this section. If a person at the time of the imposition of a sentence is less than 17 years of age, the period of the license postponement, including a suspension of postponement of the privilege of operating a motorized bicycle, shall commence on the day the sentence is imposed and shall run for a period of six (6) months after the person reaches the age of 17 years.

If a person at the time of the imposition of a sentence has a valid driver's license issued by this State, the Court shall immediately collect the license and forward it to the division along with the report. If for any reason the license cannot be collected, the Court shall include in the report, the complete name, address, date of birth, eye color and sex of the person, as well as the first and last date of the license suspension period imposed by the Court.

The Court shall inform the person orally and in writing that if the person is convicted of operating a motor vehicle during the period of license suspension or postponement, the person shall be subject to the penalties set forth in R.S. 39:3-40. A person shall be required to acknowledge receipt of the written notice in writing. Failure to receive a written notice or failure to acknowledge in writing the receipt of a written notice shall not be a defense to a subsequent charge of a violation of R.S. 39:3-40.

The Court shall, of any person convicted under this section who is not a New Jersey resident, suspend or postpone, as appropriate, the non-resident driving privileges in the State of New Jersey of the person based on the age of the person and submit to the division the required report. The Court shall not collect the license of a non-resident convicted under this section. Upon receipt of a report by the Court, the division shall notify the appropriate officials in the licensing jurisdiction of the suspension or postponement.

(c) 1. No ordinance shall prohibit an underage person from consuming or possessing an alcoholic beverage in connection with a religious observance, ceremony or rite or consuming or possessing an alcoholic beverage in the presence of and with the permission of a parent, guardian or relative who has attained the legal age to purchase and consume alcoholic beverages.

2. As used in this section:

"Guardian" means a person who has qualified as a guardian of the underaged person pursuant to testimony or court appointment.

"Relative" means the underaged person's grandparent, aunt or uncle, sibling or any other person related to the person by blood or affinity.

(d) No ordinance shall prohibit possession of alcoholic beverages by any such person while actually engaged in performance of employment by a person who is licensed under Title 33 of the Revised Statutes, or while actively engaged in the preparation of food while enrolled in a culinary arts or hotel management program at the county vocational school or post secondary educational institution; however, no ordinance enacted pursuant to this section shall be construed to preclude the imposition of a penalty under this section, R.S. 33:1-81, or any other section of law against a person who is convicted of unlawful beverage activity on or at premises licensed for the sale of alcoholic beverages.

Section II

If any section, paragraph, subparagraph, clause or provision of the ordinance shall be adjudged invalid such adjudicate shall apply only to the section, paragraph, subparagraph, clause or provision so adjudged and the remainder of this ordinance shall be deemed valid and effective.

Section III

All ordinances or parts of ordinances of the Township of Ocean heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistencies.

Section IV

This ordinance shall take effect upon its final passage and publication as provided by law.

**3.29 Public Nuisances.**

3.29.1 Unlawful Acts.

It shall be unlawful, and shall be a public nuisance, for any person

- a. To make indecent exposure or indecent exhibition of any kind in or upon any street, road, highway, park, alley or lane, public or private in the township;
- b. To engage within the township in any practice having a tendency to annoy persons passing on the streets or sidewalks, while sitting or standing on porches or lawns or yards facing the streets or sidewalks by making indecent gestures or acts;
- c. To make any indecent exposure of his or her private parts, or engage in any lewd or indecent act or behavior;
- d. To urinate or defecate in public places or streets, or on the lawns or yards of private homes and residences or in public view;
- e. To bring, consume or possess an open container of alcoholic beverage, malt alcoholic beverage or wine in any public place within the township other than those public places covered by an alcoholic beverage consumption license issued pursuant to Title 33 of the New Jersey Statutes or where consumption of malt alcohol or wine is permitted by N.J.S.A 2C:33-27 as may be amended and supplemented.

**3.29.2 Violations and Penalties**

The general provisions set forth in section 3-17 of "The Revised General Ordinances of the Township of Ocean, 1965" are incorporated herein

**3-3 Regulation of Noise Nuisances**

**3-3.1 Prohibited Nuisances**

It shall be unlawful for any person to make, continue or cause to be made or permitted, any unnecessary and unreasonable loud disturbing noise which is plainly audible and either annoys, injures or endangers the comfort, repose, health or welfare or others within the limits of the township.

**Borough of Deal  
ORDINANCE NO. 848**

**AN ORDINANCE REQUIRING THE ISSUANCE OF A REAL PROPERTY TRANSFER PERMIT UPON THE SALE OR PURCHASE OF REAL PROPERTY WITH A RESIDENTIAL, BUSINESS OR COMMERCIAL STRUCTURE OR IMPROVEMENT THEREON IN AND BY THE BOROUGH OF DEAL, MONMOUTH COUNTY, NEW JERSEY**

BE IT ORDAINED, by the Board of Commissioners of the Borough of Deal, in the County of Monmouth and State of New Jersey, as follows:

Section 1. There is hereby established a new chapter of the Code of the Borough of Deal which shall read as follows:

DEFINITIONS

The term "Code Official" or "Code Enforcement Official" herein shall have the same meaning as "Building Official" as used in chapter 13 of the Borough of Deal Code.

REQUIREMENTS FOR REAL PROPERTY TRANSFER PERMIT

No person, firm or corporation shall convey, grant or otherwise transfer title to real property with a residential, business or commercial structure or improvement thereon or permit the same to be said without first obtaining a Real Property Transfer Permit, nor shall any person, firm or corporation purchasing real property without first securing Real Property Transfer Permit from the Code Enforcement Official. This provision shall not apply to a newly constructed structure for which a certificate of occupancy is issued under the Uniform Construction Code.

## CERTIFICATE OF FITNESS FOR HUMAN HABITATION

- A. A Real Property Transfer Permit shall be issued to the applicant upon a determination being made that the structure or improvement is fit for human habitation or occupancy according to ordinances adopted by the Borough of Deal and standards of the International Property Maintenance code, 1998 adopted under chapter 11-2, 12, 13, 13A, 14 and 15. Further, the Code Enforcement Official shall ascertain that the following facilities are provided:
- (1) In the case of a residential structure, adequate toilet and bathing facilities shall be provided within the structure.
  - (2) In the case of a business or commercial structure, adequate toilet facilities shall be provided within the structure.
  - (3) In the case of a residential structure, fireproofing shall be provided for any door leading between the dwelling and the garage.
  - (4) In the case of a residential unit adjoining a garage or located above the garage, the garage shall be adequately protected with 5/8 inch of Fire Code sheetrock where the existing garage is sheet rocked or 5/8 inch of Fire Code sheetrock in a garage which currently does not contain sheetrock.
  - (5) No fire hazard shall exist in the structure.
  - (6) No electrical hazards shall exist in the structure.
  - (7) Smoke detectors capable of sensing visible and invisible particles of combustion shall be required on each floor and the basement area in all principal structures on a lot. The smoke detectors shall be approved, listed and labeled by Underwriters, Laboratories, Inc. and shall be installed in a manner and location consistent with the requirements of the New Jersey Uniform Construction Code and approved by the Municipal Fire Official. The smoke detector shall provide an alarm suitable to warn the occupant of structure when actuated by the presence of smoke herein.
  - (8) Sidewalks, driveway aprons and curbs shall be in good repair and in a safe condition.
- B. The report of the Code Enforcement Official shall include the following information.
- (1) The number of water meters monitoring the water supply to the structure.
  - (2) The number of individual residential, business or commercial units on the property.
  - (3) The existence of any sump pump and the place where the water is discharged from the pump.
  - (4) The number of kitchen or kitchen facilities contained in the structure.
  - (5) Any physical barriers, walls or doorways that could be used for the separation of a unit or units into additional dwelling units.

## APPLICATION REQUIREMENTS

An application for a Real Property Transfer Permit shall be made, in writing, to the Code Enforcement Official and shall contain the following information:

- (1) The names and addresses of the owner of the property.
  - (2) A description of the property and the residential business or commercial structure being sold.
  - (3) The name and address of any person, firm or corporation, if any appointed by the owner as a representative with respect to the sale.
  - (4) The name and address of the proposed purchaser of the property.
  - (5) In the case of a residential structure, the number of persons who shall occupy the dwelling unit if the sale is consummated.
  - (6) The total sales prices of the real estate, exclusive of any sum paid for personal property which may be included in the sale.
  - (7) The consent of the owner to any necessary inspection of the premises being made by the Code Enforcement Official or any other agent of the municipality required to fulfill the intent and purpose of this chapter.
- C. The Transfer Permit application shall be in the form of an affidavit to insure the accuracy of the information supplied by the applicant.

# City of Long Branch

- 173-1. Adoption of standards by reference; public record
- A. Adoption of standards
- (1) There is hereby adopted for the purpose of providing for fire protection and prevention and prescribing regulations governing conditions hazardous to life and property from fire and where human life is endangered, especially in places of assembly and institutional occupancy, the Uniform Fire Safety Act (P.L. 1983, c. 383) EN(1) and the Uniform Fire Code (N.J.A.C. 5:70 et seq., as amended).
- (2) Pursuant to N.J.S.A. 40:49-5.1 et seq., the aforesaid codes, which are printed in book form, are adopted by reference thereto.
- B. Public record. Three copies of the printed code will be placed on file in the office of the City Clerk for use and examination of the public so long as this chapter shall remain in effect.

## 173-2 Title.

This chapter shall hereinafter be cited and designated as the "Long Branch Fire Prevention Code."

## 173-3. Local enforcement; establishment of Bureau of Fire Prevention; powers and duties.

- A. Local enforcement. Pursuant to section 11 of the Uniform Fire Safety Act, the New Jersey Uniform Code shall be locally enforced in the City of Long Branch
- B. Agency designation. The local enforcing agency shall be the Bureau of Fire Prevention, which is hereby created within the Long branch Fire Department.
- C. Duties.
- (1) The local enforcing agency shall enforce the Uniform Fire Safety Act and the codes and regulations adopted under it in the buildings, structures and premises within the established boundaries of the City of Long Branch other than one and two unit owner-occupied buildings used exclusively for dwelling purposes and buildings, structures and premises owned or operated by the federal government, interstate agencies or the state.
- (2) The local enforcing agency shall faithfully comply with all the requirements of the State Uniform Safety Act, N.J.A.C. 5:70, as amended, and 5:71, as amended, and high level alarms, N.J.A.C 5:71, as amended. [Amended 2-23-1999 by Ord. No. 11-99]
- D. The Bureau of Fire Prevention shall file an annual report with the Director of Public Safety and the Fire Chief, in addition to any reports required under the fire Safety Code. It shall contain all proceedings under this chapter, with such statistics as will allow the nature and extent of the performance of the duties of the officer during the year.

ARTICLE II, Adoption of BOCA Standards [Adopted 1-26-1971 by Ord. No. 590 as Sec. 14-3 of the 1971 Code; amended in its entirety at time of adoption of Code (see Ch. 1, General Provisions, Art. 1).]

## 262-21. Adoption of standards by reference.

- A. In accordance with the provisions of N.J.S.A. 40:49-5.1, the BOCA National Property Maintenance Code, 1996 Edition, excluding Section PM-111.0 et seq., Means of appeal, is hereby adopted as a standard governing supplied utilities and facilities and other physical things and conditions essential to make buildings and dwellings, both residential and nonresidential, safe, sanitary and fit for human habitation, occupancy or use and governing the conditions of buildings and dwellings both residential and nonresidential. A copy of the BOCA National Property Maintenance Code, 1996 Edition is attached to and made a part of this chapter without the text being included therein.
- B. This article shall not apply to newly constructed buildings which have been constructed in accordance with the Uniform Commercial Code, N.J.A.C. 5:23-1 et seq., as amended.

## 262-22 Copies on file.

Three copies of the BOCA National Property Maintenance Code, 1996 Edition have been placed on file in the office of the Clerk and will remain on file there for the use and examination of the public.

## 262-22. Modifications.

The BOCA National Property Maintenance Code, 1996 Edition, is amended and revised in the following respects:

- A. In Section PM-101.1, insert "City of Long Branch."
- B. In Section PM-106.2, insert "\$50" and "\$1,000."
- C. In Section PM-106.2, insert "180 days."
- D. In Section PM-304.15, insert "May 1" and "October 1."
- E. In Section PM-602.2.1, insert "October 1" and "May 1."
- F. In Section PM-602.3, insert "October 1" and "May 1."
- G. Section PM-111.0, Means of appeal, is repealed.

**262-24 Enforcing Authority**

The administrative and enforcing authority for the provisions of this chapter shall be the Inspectors in the Bureau of Fire Prevention and Health Department.

**262-25. Amendments to code.**

Notwithstanding anything in the BOCA National Property Maintenance Code, 1996 Edition, to contrary, in addition to all other means of enforcing the BOCA National Property Maintenance Code, 1996 Edition, it shall also be enforced with the following provisions:

- A. No lease owner shall occupy or let to an occupant or occupants, nor shall any person or persons lease or occupy any vacant dwelling unit or lodging unit or nonresidential property, unless a certificate of occupancy certifying that the dwelling, lodging unit, or property complies with the provisions of the BOCA National Property Maintenance Code, 1996 Edition, shall first be obtained from the Bureau of Fire Prevention. The certificate of occupancy so issued shall apply only to the tenant for which it is issued.
- B. The administrative and enforcing authority shall cause to be prepared appropriate application forms for such a certificate of occupancy, which forms shall be available to applicants at the office of the administrative and enforcing authority.
- C. The administrative and enforcing authority shall also cause to be prepared appropriate forms of such certificate of occupancy.
- D. A charge of \$40 for residential property and \$50 for nonresidential property to cover the cost of initial inspection in connection with such application and first re-inspection for leasehold units and for said inspection and first inspection for a resale fee. Any requests for a second or subsequent re-inspection shall be accompanied by an additional fee of \$40 for residential property and \$50 for nonresidential property. All such fees shall be paid to the administrative and enforcing authority at the time the application is filed or request made and shall not be refundable.
- E. Any applicant denied a certificate of occupancy under this subsection may appeal the denial within 10 days thereof to the Fire Official of the City of Long Branch by a notice of appeal, in writing, served on the enforcing authority and on the Fire Official. The Fire Official shall notify the applicant of the time and place of the hearing. The hearing shall be held and decision made within 20 days of the service of the notice of appeal.
- F. In addition to the provisions set forth in the BOCA National Property Maintenance Code, 1996 Edition, the following enforcement mechanism for a violation of this regulation shall be enforced: Any space heater not conforming to the requirements of the BOCA National Property Maintenance Code, 1996 Edition may be immediately confiscated by municipal inspectors, and such space heaters shall not be returned to the owners thereof until compliance with the aforesaid provisions is guaranteed.

**262-26. Rules and regulations.**

The Fire Official or his duly designated designee may make rules and regulations which interpret or amplify any provision of this chapter or for the purpose of making the provisions of this chapter more effective. No regulation, however, shall be inconsistent with or alter or amend any provision of this chapter and no regulation shall impose any requirement which is in addition to or greater than the requirements that are expressly or by implication imposed by any provision of this chapter. Rules and regulations shall be subject to the same penalty as other violations of this chapter.

**262-27. Inspections.**

The Fire Official and the Director of the Department of Health or their agents or employees shall make inspections to determine the condition of dwellings, dwelling units, rooming units and premises located within the city. For the purpose of making inspections, the aforementioned officials, agents or employees are authorized to enter and examine any dwelling, dwelling unit,

rooming unit or premises at such reasonable hours as the circumstances of the case permit. This section shall not be construed to prohibit the entry of the aforementioned officials, agents or employees at any time when an actual emergency exists which tends to create a danger to the public health or safety or any time when an inspection is requested by an owner or occupant.

**ORDINANCE NO. 32-00**

**ORDINANCE AMENDING CHAPTER 103, ALCOHOLIC BEVERAGES OF THE ORDINANCES OF THE CITY OF LONG BRANCH, SPECIFICALLY SECTION 103-6. MINORS.**

WHEREAS the Council of the City of Long Branch has determined that it is necessary to amend Ordinance Section 103-6, of the Ordinances of the City of Long Branch, dealing with minors as a result of recent enactments by the State Legislature, and

WHEREAS, the Council of the City of Long Branch has determined that it is appropriate to amend such ordinances to further restrict the use and/or possession of alcohol by minors, being defined as someone under the legal age of consumption of alcoholic beverages in the State of New Jersey, pursuant to said enactments of the legislature; and

WHEREAS, the Council of the City of Long Branch has determined that said amendments are in the best interests of the health, safety and welfare of the citizens of the City of Long Branch.

NOW, THEREFORE, BE IT ORDAINED that Ordinance Section 103-6, Minors and hereby is amended as follows:

D. It shall be unlawful for any person under the legal age who, without legal authority knowingly possesses or knowingly consumes any alcoholic beverage on private property. Violation of this paragraph shall be punishable by a fine of \$250.00 for the first offense and \$350 for any subsequent offense.

- (1) In addition to the fine imposed pursuant to this section, the Court, may, suspend or postpone for six months, the driving privilege of the defendant. Upon conviction of any person and the suspension, or postponement of that person's driver's license, the Court shall forward a report to the Division of Motor Vehicle stating the first and last day of suspension or postponement period imposed by the Court pursuant to this section. If a person at the time of the imposition of the sentence is less than 17 years of age, the period of license postponement, including the suspension or postponement of the privilege of operating a motorized bicycle, shall commence of the day the sentence is imposed and shall run for a period of six months after the person reaches the age of 17.
- (2) If a person, at the time of the imposition of a sentence, imposed pursuant to this section, has a valid driver's license issued by this State, the Court shall immediately collect the driver's license and forward it to the Division along with the report. If for any reason the license cannot be collected, the Court shall include in the report the complete name, address, date of birth, eye color, and sex of the person, as well as the first and last date of the license suspension period imposed by the Court.
- (3) The Court shall inform the person in writing pursuant to P.L. 2000, Chapter 33, amending R.S. 40:48-1, as to the potential consequences of violating the period of suspension or postponement.
- (4) This section shall not be construed to prohibit an underage person from consuming or possessing an alcoholic beverage in connection with a religious observance, ceremony, or rite, or consuming or possessing an alcoholic beverage in the presence of and with the permission of a parent, guardian or relative who has attained the legal age to consume alcoholic beverages.
  - (a) For purposes of this section "guardian" is defined as a person who has qualified as a guardian of the underage person pursuant to testamentary or Court appointment.
  - (b) Pursuant to this section "relative" shall be defined as; the underage person's grandparent, aunt or uncle, or sibling or any other person related by blood or affinity.
- (5) This ordinance shall not be construed to prohibit possession of alcoholic beverages by any person while actually engaged in the performance of employment by a person who is licensed under title 33 of the Revised Statutes of the State of New Jersey, or actively engaged in the preparation of food while enrolled in a culinary arts or hotel

management program at a County vocational school, or post secondary educational institution.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately after the final passage and publication as required by law.