

**TOWNSHIP OF CEDAR GROVE
ESSEX COUNTY NEW JERSEY**

AGENDA ITEM #3(b)

APRIL 1, 2024

PASSED ORDINANCE NO. 24-929

**AN ORDINANCE TO AMEND PART II, GENERAL LEGISLATION, CHAPTER 208,
RENTAL PROPERTY, OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF CEDAR GROVE**

WHEREAS, The Council recognizes that unregulated short-term rentals can create disproportionate impacts related to their size, excessive occupancy, and lack of proper facilities; and

WHEREAS, the presence of short-term rentals of residential Dwelling Units in established residential neighborhoods can create negative compatibility impacts and nuisance violations, which include, excessive noise, excessive on-street parking, the accumulation of trash and diminished quiet use and enjoyment of property for the residents of the Township; and

WHEREAS, it is in the public interest that short-term rental uses be regulated in order to help preserve housing for long-term tenants and to minimize any potential deleterious effects of short-term rental properties on other properties in the surrounding neighborhoods in which they are located; and

WHEREAS, the Council finds that there is a substantial interest in furthering the public health, safety, and welfare by controlling density, by protecting the residential character of the areas designated for residential use, by establishing and enforcing minimum life safety standards, and by presenting the long-term rental housing market within the Township;

NOW THEREFORE, BE IT ORDAINED, by the Governing Body of the Township of Cedar Grove, located in the County of Essex, State of New Jersey, that Part II, General Legislation, Chapter 208, Rental Property, is hereby amended to include the following:

Section 1. Part II, General Legislation, Chapter 208, Rental Property, is hereby amended to include Article III, Short-Term Rental Property, to read as follows:
Article III Short-Term Rental Property

§208-26 Definitions.

As used in this article, the following terms shall have the meanings indicated:

ADVERTISE or ADVERTISING

Any form of solicitation, promotion, and communication for marketing, used to solicit, encourage, persuade, or manipulate viewers, readers, or listeners into contracting for the rental of Dwelling Units in violation of this article.

CONSIDERATION

Soliciting, charging, demanding, receiving or accepting any legally recognized form of currency in the form of rent or fees, or other form of payment, as well as, a promise or benefit, a quid pro quo, or thing of value.

DWELLING UNIT

Any structure, or portion thereof, whether furnished or unfurnished, which is occupied, in whole or in part, or intended, arranged or designed to be occupied for sleeping, dwelling, cooking, gathering and/or entertaining, as a Residential Occupancy, by one or more Persons. This definition includes an apartment, condominium, building, cooperative, converted space, or portions thereof, that are offered to use, made available for use, or are used for accommodations, lodging, cooking, sleeping, gathering and/or entertaining of Dwelling Units and/or guest(s), for Consideration, for a period of 30 days or less.

DWELLING UNIT

Any individual using, inhabiting, living, gathering, entertaining, being entertained as a guest, or sleeping in a Dwelling Unit, or portion thereof, or having other permission or possessory right(s) within a Dwelling Unit.

OWNER

Any Person(s) or entity(ies), association, limited liability company, corporation, or partnership, or any combination, who legally use, possess, own, lease, sublease or license (including an operator, principal, shareholder, director, agent, or employee, individually or collectively) that has charge, care, control, or participates in the expenses and/or profit of a Dwelling Unit pursuant to a written or unwritten agreement, rental, lease, license, use, occupancy agreement or any other agreement.

PERSON

An individual, firm, corporation, association, partnership, limited liability company, association, entity, and any Person(s) and/or entity(ies) acting in concert or any combination thereof.

PROPERTY SPECIFIC AMENITIES

An amenity related to a specific property or association, including but not limited to a swimming pool, hot tub, tennis court, basketball court, pickleball court, jungle gym, or picnic area.

RESIDENTIAL OCCUPANCY

The use of a Dwelling Unit by an occupant.

§208-27 Rental for certain time periods prohibited.

- A. Notwithstanding the provisions of Chapter 135 Filming, it shall be unlawful for an Owner, lessor, sublessor, any other Person(s) or entity(ies) with possessory or use right(s) in a Dwelling Unit, their principals, partner or shareholders, or their agents,

employees, representatives and other Person(s) or entity(ies), acting in concert or a combination thereof, to receive or obtain actual or anticipated Consideration for soliciting, advertising, offering, and permitting, allowing, or failing to discontinue the use or occupancy of any Dwelling Unit or any associated Property Specific Amenities for a period of 29 days or less.

- B. Nothing in this article will prevent formation of an otherwise lawful occupancy of a Dwelling Unit for a rental period of 30 days or more.

§ 208-28 Advertising prohibited.

It shall be unlawful to Advertise, solicit or promote by any means actions in violation of this article.

§ 208-29 Enforcement; violations and penalties.

- A. The provisions of this article shall be enforced by the Building Code Official, Fire Official, Health Department, other Subcode or Code Official, or their designee as their jurisdiction may arise, including legal counsel for the Township or other Persons designated by the Township Council to issue municipal civil infractions directing alleged violators of this article to appear in court or file civil complaints.
- B. A violation of this article is hereby declared to be a public nuisance, a nuisance per se, and is hereby further found and declared to be offensive to the public health, safety and welfare
- C. Any Person or Owner found to have violated any provision of this article, without regard to intent or knowledge, shall be liable for ~~the~~ penalty, upon adjudicated violation or admission as follows: A \$500.00 fine for the first offense, A \$750.00 fine for the second offense; and \$1,250.00 for the third offense and each offense thereafter. Each day of such violation shall be a new and separate violation of this article.
- D. The penalty imposed herein shall be in addition to any and all other remedies that may accrue under any other law, including, but not limited to, eviction proceedings and/or injunction, reasonable attorney's fees or other fees and costs, in the Township's Municipal Court or the Superior Court of New Jersey in the vicinage of Essex County, or in such other court or tribunal of competent jurisdiction, by either summary disposition or by zoning or construction code municipal proceeding.

Section 2. In case, for any reason, any portion or provision of this Ordinance shall be held to be unconstitutional or invalid, the same shall not affect any other portion or provision of this Ordinance, except so far as the portion or provision so declared unconstitutional or invalid shall be severed from the remainder or any portion thereof.

Section 3. This Ordinance shall be part of the Code of the Township of Cedar Grove as though codified and fully set forth therein. The Township Clerk shall have this Ordinance codified and incorporated in the official copies of the Code.

Section 4. This Ordinance shall take effect immediately upon publication and final passage according to law.

BE IT FURTHER RESOLVED by the Township Council of the Township of Cedar Grove, County of Essex, State of New Jersey that the Governing Body will proactively seek redress from these unmanageable mandates.

INTRODUCED BY: Deputy Mayor Skabich
SECONDED BY: Councilman Zazzali

ROLL CALL VOTE				
COUNCILMEMBER	YES	NO	ABSTAIN	ABSENT
Maceri	X			
Mega	X			
Zazzali	X			
Skabich	X			
Peterson	X			

**CERTIFIED TO BE A
TRUE COPY OF THE ORIGINAL**



**TOWNSHIP CLERK
CEDAR GROVE, NJ**