Deborah Osepchuk, Chair Lucinda Heinlein, 1ª Vice Chair Leonard J, Steen, 2ª Vice Chair Steven R. Tombalaklan, Esq., HPC Attorney Ronald D. Cucchiaro, Esq., HPC Attorney Allson Walby, Administrative Officer/Secretary



Douglas MacMorris, Member Jeffery Rudell, Member Jenny Shaffer, Member Joseph Wierzbinsky, Member Douglas McKeon, Alternate No. 1 Linda Henderson, Alternate No. 2

## OFFICE OF THE HISTORIC PRESERVATION COMMISSION

25 Neptune Boulevard Neptune NJ 07753 (732) 988-5200 Ext. 204 Fax (732)988-4259 awalby@neptunetownship.org

Date: December 3, 2020

Name: Brian Kenny

Address: 82 S Main Street

City, State Zip: Ocean Grove, NJ 07756

RE: HISTORIC PRESERVATION COMMISSION APPLICATION NO. HPC 2020-209

BLOCK 153 LOT 4 ALSO KNOWN AS 118 Mt Tabor Way

## Dear Applicant:

Please be advised the above mentioned application has been reviewed for completeness and the Application Review Team (Review Team) has determined that this application cannot be administratively approved. Therefore, you are hereby notified that your application has been scheduled for a virtual public hearing before the Historic Preservation Commission. Your application has been scheduled for a virtual public hearing/meeting on **Tuesday, January 12, 2021 at 7:00 PM**. The meeting will be held virtually via Zoom. Log-in and Participant information is as follows:

Topic: Historic Preservation Commission Regular Meeting of January 12, 2021

Time: Jan 12, 2021 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/i/82780766641?pwd=OGMzU0YwQmRtcUFiOStpV0RmQUdwQT09

Meeting ID: 827 8076 6641

Passcode: 084711 One tap mobile

+16465588656,,82780766641# US (New York)

+13017158592,,82780766641# US (Washington D.C)

## Dial by your location

+1 646 558 8656 US (New York)

- +1 301 715 8592 US (Washington D.C)
- +1 312 626 6799 US (Chicago)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 827 8076 6641

Find your local number: https://us02web.zoom.us/u/kcNDzCGgUA

Join by SIP

82780766641@zoomcrc.com

## **Preliminary Review Notes**

Below, please find the Application Review notes. Please understand that this is a preliminary review. It includes, but is not limited to, the observations on the following pages concerning your project. In no event shall this preliminary review constitute an approval. Neither the Applicant nor the Review Team is bound by this review. Also, these comments do not preclude additional information requests, comments, or concerns from HPC members before or at the virtual hearing/meeting. The Applicant and/or the Representative of the Applicant should carefully review the notes below and be prepared to discuss these items.

## **Description of Work**

Remove the brick on the front elevation of the house, which is the only brick on the house. Replace with western red cedar shakes 5" exposure. Paint the house Hale Navy and the trim Monterey White.

## Compliance Issues

Please refer to our Ocean Grove Historic District Architectural Design Guidelines for Residential Structures, page 21. "In summary, restoration, replication, or reconstruction of original materials and ornamentation is most desirable and highly encouraged." The removal of the original front facing façade will need to be reviewed by the full Historic Preservation Commission board.

In order to upgrade your file, please also send your Historic Preservation Commission Certificate of Appropriateness for your new columns, rails, stairs, and retaining wall.

## **Additional Request**

You will need to provide **nine (9)** sets of plans, including color photos of the house and affected areas, as well as the property survey, and plans/catalog cuts. This must be provided at the latest **10 days before the meeting January 12<sup>th</sup>**, **2021.** Along with providing 9 hard copies, please also email via .pdf.

If any changes are made to your application after you have been placed on the agenda, or if you fail to produce any of the items requested by the Commission, your hearing will be deferred to the next available meeting.

It is highly recommended that you attend this virtual hearing in order to address any questions or concerns the Commission may have. An Architect, Contractor, or Attorney may accompany you, or you may appoint a representative in the event you are unable to attend/participate. Please be advised, your absence or lack of participation in the virtual meeting may cause your application to be deferred.

For your convenience, the Ocean Grove Historic District Guidelines for Residential Structures can be found online at <a href="https://www.neptunetownship.org">www.neptunetownship.org</a>.

The HPC thanks you for your cooperation and support in maintaining the integrity and character of the Ocean Grove, a registered National and State Historic District. Should you have any further questions or concerns please feel free to contact me at (732) 988-5200, extension 204 or via email <a href="mailto:awaiby@neptunetownship.org">awaiby@neptunetownship.org</a>.

Cordially,

HPC Administrative Officer/Secretary

1	New Search	Property 0	Card	, ,							
1	Block:	153	Prop Loc;	118 MT TABOR WA	Υ	Owner:	RUDIN,	HY & MALLIN,	ELLEN	Square Ft:	962
	Lot:	4	District:	1335 NEPTUNE TO	WNSHIP	Street:		IS RD UNIT F		Year Built:	
	Qual:		Class:	2		City Sta		STATION, PA			1
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	Prior Lot:	1317	Mtg Acct:			Land De	esc: 30X60			Statute:	
	Prior Qual:		Bank Code:	0		Bldg De	sc: 1SF				000000 Further: 000000
	Updated:	10/30/18	Tax Codes:	F02		Class4C				Desc:	
	Zone:	HDR1	Map Page:			Acreage	e: 0				9392.29 / 9207.36
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	212 ID	RIS RD UNIT	F-2	98400							
	MERIO	N STATION, I	PA 19066	390700							

<sup>\*</sup>Click on Underlined Year for Tax List Page

<sup>\*</sup>Click Here for More History



HISTORIC PRESERVATION PHONE 732-988-5200 FAX 732-988-4259

Application #: HPC 2020 -209

Application Date: \_\_\_\_\_

# Historic Preservation Commission Certificate of Appropriateness Application

□ AC UNIT	☐ GATE	☐ RAILINGS	
□ ADDITION .	☐ GENERATOR	☐ RETAINING W	'ALL
☐ ARBOR	☐ GUTTERS & LEADERS	☐ ROOF	
□ AWNING	☐ HOT TUB	☐ SATELLITE DIS	SH
☐ BALCONY	☐ LATTICE	☐ SHED	
□ CHIMNEY	☐ LIGHT FIXTURE	☐ SHUTTERS	
□ COLUMNS	□ NEW CONSTRUCTION	<b>™</b> SIDING	
□ DECK	□ ORNAMENTATION	□ SIGN	
☐ DOOR REPLACEMENT	☐ OUTDOOR SHOWER	□ SKYLIGHT	
☐ DRIVEWAY	<b>2</b> PAINT	☐ SOLAR	
☐ EXTERIOR ALTERATIONS	D PATIO	☐ STAIRS	
☐ FENCE	☐ PIERS	☐ VENT	
☐ FLAGS / BANNERS	□ PORCH	□ WALKWAY	
☐ FOUNDATION	☐ PORCH FAN	□ WINDOWS	
□ OTHER			
REQUIRED INFORMATION: With eact depending on the scope of work proportion any other useful references for review additional information or copies of you PROPERTY IDENTIFICATION ————————————————————————————————————	osed, architectural plans or sketches ew. Once your application is schedule	, material samples, color s ed for a meeting, you may	amples, catalog cuts,
ADDRESS: 118 M+ Tabor	Way		OCT 2 8 2020
BLOCK:	LOT: 1317	QUALIFIER:	1
OWNER INCORMATION			CONTRACTOR DESCRIPTION
OWNER INFORMATION			
	10.7		
ADDRESS: 118 Mt Tobor 1			-
PHONE:	EMAIL:	37-11-41-45 0401 (1)	
APPLICANT INFORMATION ——			
☐ Check if same as Owner	9		
NAME(S): BriAN Kenny	COMPANY: 3	Coston Buildes	15
ADDRESS: 62 5 MAIN		voul, NS	
PHONE: 432-5774-8-538	EMAIL:	M. E. C. Sales let let &	
APPLICANT CAPACITY - IF OTHER			
☐ Lessee ☐ Agent ☐ Architect 🖭			
	Contractor   Attornev   Other:		

PROPERTY TYPE (Check one):	
☑ Single Family ☐ Multifamily: Units ☐ Commercial ☐ Condo ☐ Mixed Use	
ARCHITECTURAL PERIOD / YEAR BUILT: 1960 ARCHITECTURAL STYLE: RANCH	
Does your project include demolition of 15% or more of exterior of existing structure?   YES  YES: you must apply for a Demolition Permit prior to applying for a Certificate of Appropriateness.	)
Do you have Zoning Department approval for this project? ☐ YES ☐ N/A  ZONING PERMIT ID# (from Zoning Permit): DATE APPROVED:  Please Note: If Zoning approval is required for the work described on your application, your application incomplete until Zoning approval is received. Incomplete applications will not be accepted.	 tion will remain
Describe all proposed work to be conducted on subject property below. Be sure to include all c materials to be used. Attach additional pages if necessary.	olors and
Remove Brick on Front Elebertion of home + Ref with Cedar Shakes.	lace
PAINT HOUSE exterior Siding with hale NAUY HC- +PAINT exterior Trim Monterey White HC-27	154
By signing this application, the Applicant and Owner agree to the following:	
<ul> <li>Property site visits by Neptune Township Staff, HPC Members and HPC Professionals project has been deemed to be complete.</li> </ul>	s until the
<ul> <li>The information herein is correct and complete to the best of your knowledge.</li> </ul>	
<ul> <li>The HPC or HPC Application Review Team may require additional information for you be considered complete.</li> </ul>	r application to
By signing this application, the Owner authorizes the listed Applicant to appear as their repres public hearing before the Commission.	entative at a
Hy Ruches Brian Kenny	
OWNER NAME Please PRINT APPLICANT NAME - Please PRINT	
Alekudo	
OWNER/SIGNATURE APPLICANT SIGNATURE	
10/28/2020 10/28/20	
DATE ! I	

## **BK CUSTOM BUILDERS**

## 82 S Main Street

Ocean Grove, NJ 07756

Regarding: 118 Mt Tabor Way

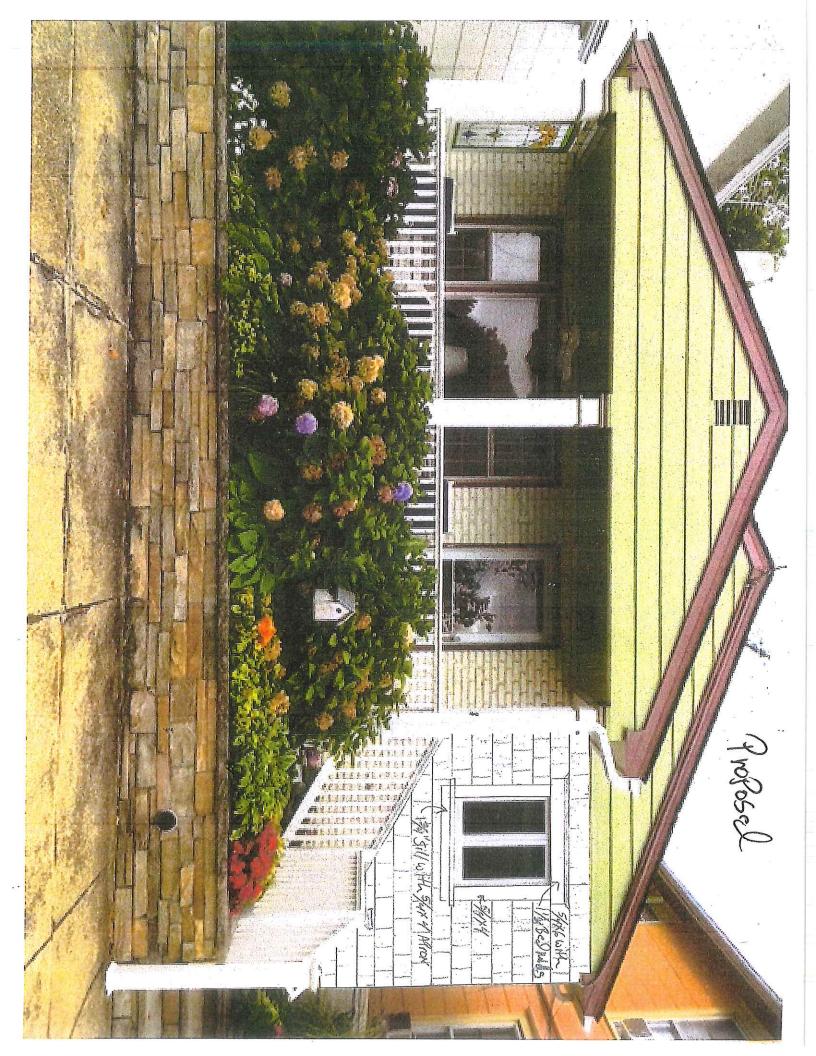
To whom this may concern

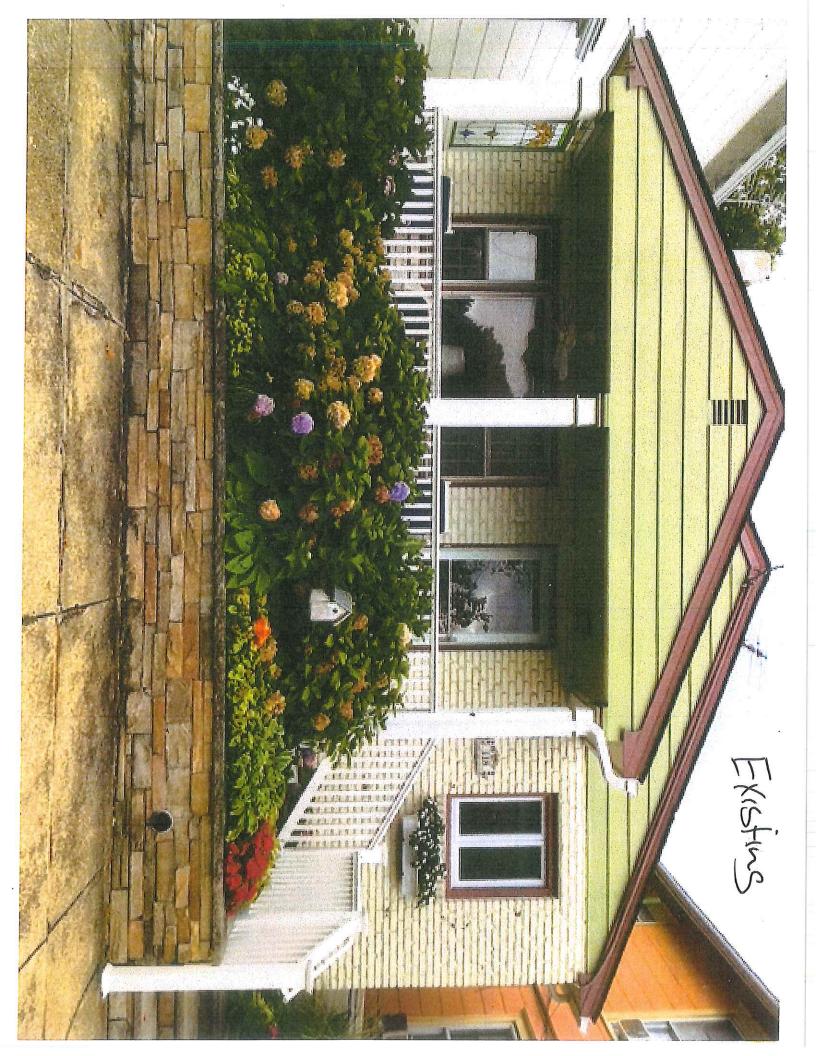
I am looking to make a few improvements to the home at 118 Mt Tabor Way. The scope of this project consists of removing the brick on the front elevation of this house. And this is the only brick on this house it is just the front elevation. Then we are going to replace with western red cedar shakes 5" exposure.

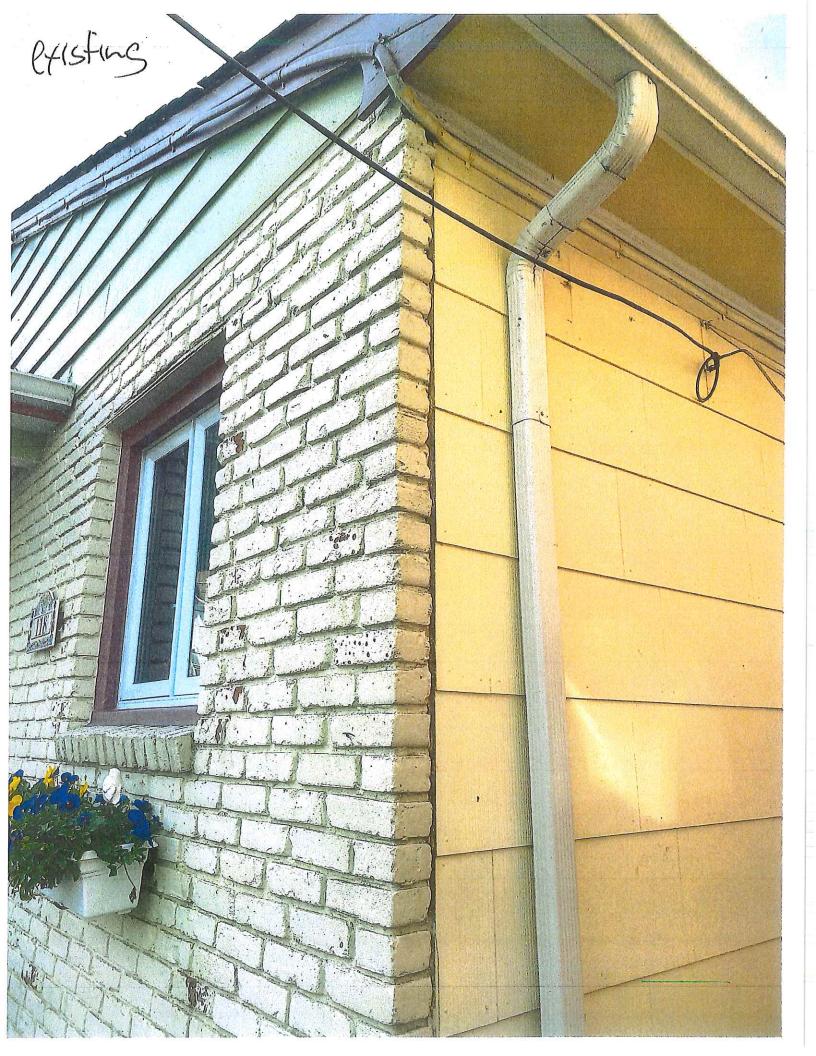
I would like to paint the house and trim at this time as well. The siding I would like to use Benjamin Moore Hale Navy HC-154 and for the trim this will be Monterey White HC-27

Thank You

**Brian Kenny** 



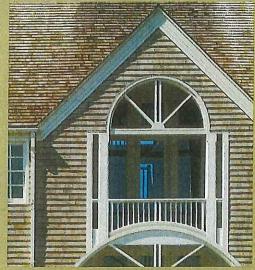




# CERTIGRADE® Red Cedar Shingles

This type of smooth sawn architecturally uniform cedar shingle is preferred for its natural and tailored appearance and is used on traditional and modern residential and nonresidential structures. For use on roofs and sidewalls.





R.M. Kliment & Frances Halsband Architects



William E. Poole Designs

## **CERTIGRADE**

## **Red Cedar Shingles**

## NUMBER 1 GRADE, BLUE LABEL®

**Description**—Lengths 16-inch (Fivex), 18-inch (Perfection), 24-inch (Royal); width 4" minimum, 14" maximum on 24-inch and 3" on 16-inch and 18-inch; thickness of 16-inch is 5/2" (5 butts together measures 2" thick), 18-inch is 5/2'/4" thick, 24-inch is 4/2" thick. Clear heartwood; 100% edge grain; no defects.

Recommended Use—For walls and roofs on 3:12 pitch and steeper where a premium quality product is desired.

### NUMBER 2 GRADE, RED LABEL

**Description**—Lengths 16-inch, 18-inch, 24-inch; thickness of 16-inch is 5/2", 18-inch is 5/2",", 24-inch is a 4/2"; width 4" minimum, 14" maximum. Face must be 10", 11" and 16" clear or better on 16-inch, 18-inch and 24-inch shingles, respectively. Limited sapwood and flat grain are allowed. Limited knots and defects are allowed above the clear portion.

Recommended Use—For walls and roofs on 3:12 pitch and steeper where a good quality product is desired.

### NUMBER 3 GRADE, BLACK LABEL

**Description**—Lengths 16-inch, 18-inch, 24-inch; thickness of 16-inch is 5/2", 18-inch is 5/2", 24-inch is a 4/2"; width 3" minimum, 14" maximum on 18-inch and 24-inch, 21/2" minimum on 16-inch. Face must be 6" clear on 16-inch and 18-inch, 10" clear on 24-inch. Unlimited sapwood and flat grain allowed. Limited knots and defects above clear portion.

Recommended Use—For walls and roofs on 3:12 pitch and steeper where an economy product is acceptable.

### **UNDERCOURSING GRADE**

**Description**—Lengths 16-inch, 18-inch, thickness 5/2", and 5/2¼", respectively; width 2½" minimum, 17" maximum. Unlimited defects, flat grain and sapwood.

Recommended Use—A utility grade for undercoursing of double coursed sidewalls only. Not a roofing material and not to be used as a starter course for roofs.

## SPECIAL UNDERCOURSING

Same grade requirements as undercoursing grade, except each bundle also contains the machine production of No. 3 grade shingles.

## Roof Exposure Table

	Maximum exposure recommended for roofs  Length						
PITCH							
711011	No.1 Blue Label	No. 2 Red Label	No. 3 Black Label				
	16" 18" 24"	16" 18" 24"	16" 18" 24"				
3/12 to 4/12	33/4" 41/4" 53/4"	31/2" 4" 51/2"	3" 31/2" 5"				
4/12 and steeper	5" 51/2" 71/2"	4" 41/2" 61/2"	31/2" 4" 51/2"				

Wall Exposure Table (Number One Grade)

Ma	x. Weather Expos	sure
Shingle	Single	Double
Length	Course	Course
16"	7"	12"#
18"	8"	14"##
24"	101/2"	16"

#Maximum exposure for #2 grade is 9". ##Maximum exposure for #2 grade is 10".

- Class B & C fire rating may be obtained by specifying Certi-Guard permanent fire retardant Certigrade shingles.
- Certi-Last CCA treated shingles are available for added longevity. Contact the treatment company for treatment warranty information, accessory product requirements (including recommended fastener types) and application details for treated cedar material.
- Products are manufactured by members of the Cedar Shake & Shingle Bureau are graded in accordance with UBC Standard No. 15-4 and/or CSA 0118.1.
- This is only a product description sheet necessary for selection of materials and grades. For a new roof construction manual and/or wall manual please contact:



CERTIGRADE
Red Cedar Shingles
- 100% Edge Grago 100% All Clear
- 100% wood-

CERTIGRADE

RESIDENT OF THE

CERTIGRADE

Red Cedar Shingles

CERTIGRADE

Red Cedar Shingles
Recommended for Undercoursing of
Double-Coursed Sidewalls only
CEDAR SHARE & SHINGLE BUREAU
THE RECOURD AND PRINCESSES AND TRANSPORTERS TO THE

- Third Gr





US Address P.O. Box 1178 Sumas, WA 98295 - 1178 Tel: (604) 820-7700 Fax: (604) 820-0266 www.cedarbureau.org Canadian Address #2 - 7101 Horne Street Mission, B.C. V2V 7A2



Michael W. Solebello

## "SERVING ALL OF MONMOUTH COUNTY"

Phone (732) 988-5294 Fax (732) 988-9936

## CONTRACT

THIS BUILDING AGREEMENT, made on the 16<sup>st</sup> day of December 2004, BETWEEN: SAWBUCKS CONTRACTING LLC, builder AND: Mr.. & Mrs. Hy and Ellen Rudin 118 Mt. Tabor Way Ocean Grove, NJ 07756

- 1. The Company hereby agrees to do the requested work for the Owner in accordance with the specifications dated 12/16/04, which have been attached and made a part of this contract.
- 2. The Owner hereby agrees to pay the Company for such work the sum of \$7149.00 dollars. A down payment of \$2383.00 is due at the time of signing of this contract. This amount shall be refunded if the contract is canceled to the terms herein. Payments are to be made as follows:

\$2383.00 Start of porch \$2383.00 completion.

- 3. The specifications and the drawings are intended to agree with one another, so that any work exhibited in the drawings, and not exhibited or mentioned in the specifications or vice versa, are to be performed the same as if they were mentioned in the specifications and set forth in the drawings so that the specifications and drawings are demonstrations together of the true meaning and intentions of the Owner, and shall be performed without any extra charge whatsoever.
- 4. Should the owners at any time during the progress of the work, request any alterations, deviations, or additions to the work agreed to be done under this Agreement, they may do so without in any way affecting the validity of this Agreement and such work shall be governed by the terms of this agreement, but such alterations, deviations, or additions shall be made only if the company agrees to the request, and the additional price to be paid shall be determined and paid with return of the additional work authorization form.
- 5. Should the owners default, or fail to tender payment within seven (7) days of presentation of bill from the Company under this Agreement, the whole amount of the balance agreed to for that work that has been performed by the Company through the date of default shall then become due and payable.
- 6. No representations, agreements or statements made by any agent, employee or representative of the company contrary to the provisions of this Contract, shall be binding on the builder in any way whatsoever unless in writing an executed by both parties and attached to this Contract.
- 7. The Owner shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the performance of the work shall be secured and paid for by the Company. Easements for permanent structures or permanent changes to existing facilities shall be secured and paid for by the owner, unless otherwise specified. The Company shall comply with all laws and regulations bearing on the conduct of the work, and shall notify the Owner within three (3) business days of discovery if the drawing specifications are at variance therewith. Such a delay shall not trigger the terms of paragraph ten of this agreement.

- 8. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to his act or neglect. Job site shall be left in a sweep clean condition. Any further required cleaning would be the responsibility of the homeowner.
- 9. The Contractor shall permit and facilitate the observation of the work by the Owner, his agents and public authorities at all times. The Company shall re-perform or re-execute any work that fails to conform to the requirements of the contract, and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship, which appear within a period of two (2) year from the date of completion of the Contract. The provisions of this article apply to work done by subcontractors as well as work done by employees of the company.
- 10. Should the work be stopped by any public authority for a period of ten (10) days, through no fault of the Company, or should work be stopped through act of neglect by the Owner for a period of seven (7) days written notice to the Owner may stop work or terminate the contract and recover from the Owner payment for all work performed and any loss sustained in reasonable profit and damages.
- 11. Payments shall be made as provided in the Agreement. In making an acceptance of the final Payment shall constitute waiver of all claims by the Owner, other than those arising from unsettled liens or from faulty work appearing thereafter, as provided in this Contract, and of all claims by the Company except any previously made and unsettled. Prior to the final payment becoming due and payable, all work shall be inspected and approved by the local building inspector as required by the local municipality. The inspection sticker or paper slip signed by the inspector or inspectors is valid proof of the inspection. Upon approval final payment is due. Final payments not paid within 30 days are subject to a 1.5 % per month charge, If legal action is required for collection all attorney, court, & collection fees will be added to the balance due. Payments otherwise due may be withheld at 150% of cost of said defective work not remedied, liens filed and not discharged at company's expense, damage by the Contractors to others not adjusted, of failure to make payments properly to subcontractors, or for material or labor. The Company shall furnish proof of payments to all subcontractors and suppliers within seven (7) days of each progress payment made by the owner if requested by the owner in writing.
- 12. The owners shall effect and maintain Homeowners insurance with extended coverage upon the entire structure on which the work of this Contract is to be done to One Hundred (100%) percent of the insurable value thereof, including items of labor and materials connected with the work whether in or adjacent to the structure insured.
- 13. Certificates of such insurance shall be filed with the Company if it so requires. If the Owner fails to effect or maintain insurance as above and so notifies the Company, the Company may insure its own interests and that of the subcontractors and charge the cost thereof the Owner to maintain such insurance or to so notify the Company, he may recover as stipulated in the Contract for the recovery of damages.
- 14. The contractor supplies public Liability Insurance of \$1,000,000.00. Workmen are covered by workers compensation insurance. Copies to be supplied to the owner. Homeowner insurance is to be provided by the owner as well as fire and natural disaster insurance, said insurance is to cover stored material as well.
- 15. The Owner acknowledges that this contract is based upon the remodeling contractor's observation of conditions. Conditions which could not be known by a reasonable inspection, such as termite damage hidden water damage, hidden code violations, or other concealed conditions, may require extra labor or materials, which are not part of this contract. If such hidden conditions are discovered, the remodeling contractor will notify the property owner and will attempt to reach an agreement for an additional work order to this contract that addresses those problems.
- 16. It is understood that large trucks must enter the property to deliver concrete and material. The Company will use only one area. Owner will not hold the Company liable for tire marks on the lawn provided such tire marks are within the scope of clearly designated path within such vehicles are to operate during construction.

- 17. The construction of an addition can be very hazardous. Insurance reasons prevent any entry to the working area during construction, without prior permission from the contractor.
- 18. The Owner agrees the work will be completed in 10 days. The owners will permit the entry of all Company employees and subcontractors to the property at any time. The Company will not be responsible for delays caused due to weather, acts of God, or items under the control of the owner.
- 19. Opening a building for construction is hazardous. Rain, snow, etc. are a problem. The company will make every effort to minimize leaks during the construction process but cannot guarantee that they will not happen. Therefore the homeowner must make every effort to move anything of value from or near the work area.
- 20. This agreement is subject to mediation and binding arbitration. In the event a dispute arises between the contractor and the Owners, the parties agree to seek resolution exclusively through mediation, or if that shall fail, through binding arbitration as follows; 1. Either party may invoke alternative dispute resolution by giving written notice via regular mail or fax. 2. The notice should include a brief description of the disagreement. 3. The parties or their representatives will first meet promptly in an effort to resolve the dispute amicably. 4. Work on the project shall cease during the pendency of mediation or arbitration.
- 21. Contract price is valid for 30 days until signing. If not signed in this time period contract is subject to repricing. Both parties have three (3) business days to cancel this contract after it is signed by both parties. After the third day the contract is binding.
- 22. Three weeks are required prior to start of work for securing construction permits.

## IN WITNESS WHEREOF:

KNOW ALL MEN BY THESE PRESENT that we, Mr. & Mrs. Rudin of Ocean Grove, NJ are firmly bound to SAWBUCKS CONTRACTING LLC. In the sum of \$7149.00 lawful money of the United States of America to be paid to the said SAWBUCKS CONTRACTING LLC, its certain attorney or assigns, to which payment well and truly to be made we do hereby bind ourselves, our heirs, executors, and administrators firmly by this contract

IN WITNESS WHEREOF, we have hereunto set out hands and seals on this 16 st day of December 2004. The condition of this obligation is such that if the said Owner shall well and truly pay and cause to be paid unto the said Company the sum of \$7149.00 this obligation shall be void; otherwise this obligation shall be and remain in full force and effect.

SIGNED, SEALED AND DELIVERED:

Item	Description	Qty	Unit	Price				
1 OUT	SIDE WORK							
OUTSIDE WORK Base Dimensions: 10 Exterior Trim, Decks								
10.000.23								
g	MAHOGANY 5/4T+ G FLOOR	90.00	SF					
10.002.	FASCIA OR FRIEZE #2 pine, spruce, hemlock, fir 1 x 10 fascia	30.00	LF					
10.205.	WOOD POSTS Pressure treated fir or pine 4 x 4 posts	2.00	EA					
10.210.01	4x4 vinyl sleeves with cap&base 4'	3.00	EA					
10.540.04	HB&G 8"X8' RECESS PANEL WITH ATTIC BASE AND TUCSON CAP. 8" x8' square fiberglass column	3.00	EA	ě				
10.241.	DECK JOISTS Pressure-treated fir or pine, 16 OC 2" x 4" deck SLEEPERS	85.00	SF					
10.000.12	H B & G porch rail system (Savanah)	35.00	LF					
23 Floo	r Covering							
23.000.04	Sand&finish exterior deck	1.00	EA					

Phase Total:

**NOT INCLUDED** 

7,149.06

ItemDescriptionQtyUnitPricePhase Total:0.00Grand Total:7,149.06

Page