

NEPTUNE TOWNSHIP RENT LEVELING BOARD - AGENDA August 6, 2020- 6pm

James Manning, Jr. calls the meeting to order and requests the Secretary to call the roll:

ROLL CALL:

Connie Holmes _____ James Manning, Jr. _____ Naomi Riley _____

Ruth Johnson _____ Bryan Acciani _____ Alternate #1 Jeff Klein _____

Alternate II Wendel Thomas _____

Flag Salute

Chairperson Manning announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster, posting the notice on the Board in the Municipal Complex, and filing a copy of the said notice with the Municipal Clerk.

Join Zoom Meeting

<https://us02web.zoom.us/j/86746467736?pwd=TTlrOEJBuk90R2tKNVJpWWFZWIBWUT09>

Meeting ID: 867 4646 7736
Password: 136086
One tap mobile
+16465588656,,86746467736#,,,0#,,136086# US (New York)

Dial by your location

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Meeting ID: 867 4646 7736
Password: 136086

Consumer Price Index [Junes's price index was 282.333, area prices up 0.1 percent over the month and 1.3% increase over the year]

Action Items:

Approval of Minutes – July 2, 2020.

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Riley _____; Johnson _____; Acciani _____;

Klein _____; Thomas _____

Resolutions

1. Resolution #20- 09 – Amend Rules and Regulations of the Rent Leveling Board

Offered by: _____ Seconded by: _____ Vote:

Holmes _____; Manning _____; Riley _____; Johnson _____; Acciani _____;

Klein _____; Thomas _____

DISCUSSION ITEMS:

A. Update - Application for Capital Improvement by Harlee Gardens.

PUBLIC PARTICIPATION:

ADJOURNMENT (Time): _____

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Riley _____; Johnson _____; Acciani _____;

Klein _____; Thomas _____



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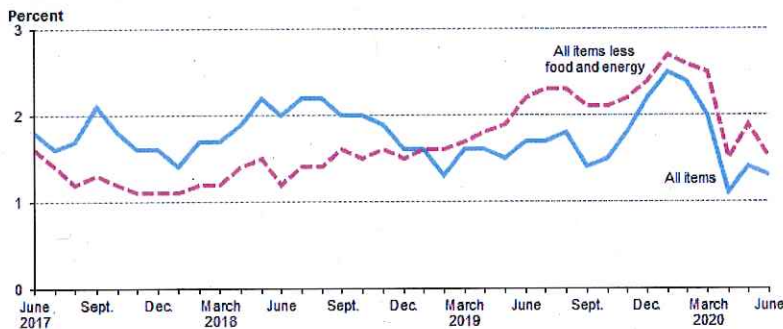
Consumer Price Index, New York-Newark-Jersey City – June 2020

Area prices up 0.1 percent over the month and 1.3 percent over the year

Prices in the New York-Newark-Jersey City area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), rose 0.1 percent in June, after increasing 0.5 percent in May, the U.S. Bureau of Labor Statistics reported today. Chief Regional Economist Martin Kohli attributed the increase to higher energy prices. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect the impact of seasonal influences.)

Over the year, the CPI-U increased 1.3 percent. (See [chart 1](#) and [table A](#).) The index for all items less food and energy advanced 1.5 percent. Price increases for shelter drove the 12-month change in both indexes. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, New York-Newark-Jersey City, June 2017–June 2020



Source: U.S. Bureau of Labor Statistics.

Food

The food index edged down 0.1 percent in June, after rising 1.2 percent in May. Prices for food at home dropped 0.7 percent, with lower prices reported for five of the six major grocery groups. Eggs, beef roasts, and carbonated drinks were among the items with June price declines. By contrast, prices for food away from home climbed 0.7 percent.

From June 2019 to June 2020, the food index advanced 4.9 percent. Prices for food at home rose 5.4 percent, and prices for food away from home rose 4.2 percent.

Energy

The energy index increased 5.9 percent in June, after decreasing 1.2 percent in May. Household energy prices rose 7.8 percent. Electricity prices jumped 11.9 percent—the largest increase in over ten years—partly reflecting seasonal surcharges. By contrast, natural gas prices declined 1.0 percent. Gasoline prices rose 2.6 percent in June, following a 4.8-percent decline one month earlier.

For the year ended in June 2020, energy prices dropped 9.7 percent, primarily due to a 24.2-percent fall in gasoline prices. Household energy prices rose 0.6 percent, with higher prices for electricity (5.3 percent) and for natural gas (0.2 percent).

All items less food and energy

The index for all items less food and energy decreased 0.2 percent in June, following a 0.5-percent increase in May. Prices declined for recreation (-7.2 percent), new vehicles (-1.7 percent), and used cars and trucks (-1.1 percent), among other categories. These declines were tempered by increases in motor vehicle insurance (9.5 percent), household furnishings and operations (1.8 percent), and medical care (0.8 percent). Shelter prices were flat over the month, with residential rent up 0.1 percent and owners' equivalent rent unchanged.

Over the year, the index for all items less food and energy rose 1.5 percent. A 1.9-percent increase in shelter prices included a 2.7-percent rise in owners' equivalent rent and a 1.9-percent increase in residential rent. Medical care and recreation prices rose 5.1 and 2.6 percent, respectively. A 4.3-percent rise in prices for tuition, other school fees, and childcare contributed to a 2.5-percent increase in prices for education and communication. Partly offsetting these increases was a decline for apparel (-7.8 percent).

Table A. New York-Newark-Jersey City CPI-U 1-month and 12-month percent changes (not seasonally adjusted)

Month	2015		2016		2017		2018		2019		2020	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.1	-0.5	0.2	0.8	0.6	2.5	0.4	1.4	0.5	1.6	0.8	2.5
February	0.3	0.1	0.2	0.6	0.3	2.6	0.5	1.7	0.2	1.3	0.2	2.4
March	0.2	-0.1	0.2	0.7	0.0	2.3	0.0	1.7	0.3	1.6	-0.2	2.0
April	0.1	0.0	0.4	1.0	0.1	2.0	0.3	1.9	0.3	1.6	-0.5	1.1
May	0.4	-0.1	0.3	0.9	0.1	1.8	0.4	2.2	0.2	1.5	0.5	1.4
June	0.2	0.1	0.2(B)	0.9(B)	0.2	1.8	0.1	2.0	0.3	1.7	0.1	1.3
July	-0.1	-0.1	-0.1	1.0	-0.2	1.6	0.0	2.2	0.0	1.7		
August	0.1	0.1	0.2	1.1	0.2	1.7	0.1	2.2	0.2	1.8		
September	0.2	0.3	0.2	1.0	0.5	2.1	0.4	2.0	0.0	1.4		

Footnotes:
(R) = revised.

News Release Information

20-1391-NEW
Tuesday, July 14, 2020

Contacts

Technical information:
(646) 264-3600
BLInfoNY@bls.gov
www.bls.gov/regions/new-york-new-jersey

Media contact:
(646) 264-3620

PDF

[PDF version](#)

Related Links

[CPI Overview Table](#)
[CPI Chart Package](#)

Month	2015		2016		2017		2018		2019		2020	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
October	-0.1	0.4	0.1	1.2	-0.2	1.8	-0.1	2.0	0.0	1.5		
November	-0.2	0.6	0.2	1.6	-0.1	1.6	-0.2	1.9	0.1	1.8		
December	-0.4	0.7	0.1	2.1	-0.1	1.6	-0.2	1.6	0.1	2.2		

Footnotes:
(R) = revised.

CPI-W

In June, the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) was 276.529, unchanged over the month. The CPI-W rose 1.2 percent over the year.

The July 2020 Consumer Price Index for New York-Newark-Jersey City is scheduled to be released on Wednesday, August 12, 2020, at 8:30 a.m. (ET).

Coronavirus (COVID-19) Pandemic Impact on June 2020 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in June was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed.

While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at

<https://www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm>.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/pdf/homch17.pdf.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The New York-Newark-Jersey City, NY-NJ-PA Core Based Statistical Area includes Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, and Westchester Counties in New York; Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, and Union Counties in New Jersey; and Pike County in Pennsylvania.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods, New York-Newark-Jersey City, NY-NJ-PA, not seasonally adjusted (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	April 2020	May 2020	June 2020	June 2019	April 2020	May 2020
Expenditure category						
All items	280.623	282.092	282.333	1.3	0.6	0.1
All items (1967=100)	811.241	815.490	816.185			
Food and beverages	281.042	284.171	283.866	4.7	1.0	-0.1
Food	281.380	284.654	284.462	4.9	1.1	-0.1
Food at home	270.644	274.785	272.888	5.4	0.8	-0.7
Cereals and bakery products	310.214	308.436	319.724	5.4	3.1	3.7

Footnotes

- (1) Indexes on a December 1977=100 base.
- (2) Indexes on a December 1982=100 base.
- (3) Indexes on a December 1997=100 base.
- (4) Special index based on a substantially smaller sample.
- (5) Indexes on a December 1993=100 base.



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Consumer Price Index - New York-Newark-Jersey City, NY-NJ-PA (1982-84 = 100)

All Items (1982-84=100)

All Urban Consumers - (CPI-U)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
1990	135.1	135.3	136.6	137.3	137.2	137.1	138.4	140.0	140.8	141.6	141.5	141.6	138.5
1991	143.0	143.6	143.4	143.7	144.0	144.6	145.2	145.4	145.8	145.7	146.6	146.6	144.8
1992	147.3	148.0	149.1	149.2	148.9	149.5	149.9	150.8	151.4	152.1	152.2	151.9	150.0
1993	153.0	153.6	154.1	154.0	153.8	154.2	154.3	155.3	155.3	155.5	155.4	155.6	154.5
1994	156.0	157.4	157.9	157.7	157.3	157.8	158.2	159.1	159.0	159.5	159.4	158.9	158.2
1995	159.9	160.3	160.9	161.4	161.8	162.2	162.3	162.8	163.2	163.6	163.8	163.7	162.2
1996	164.8	165.7	166.5	166.0	166.4	166.5	166.7	167.2	168.2	168.2	168.4	168.5	166.9
1997	169.1	170.1	170.7	170.2	169.9	170.3	170.8	170.8	171.7	172.3	172.0	171.9	170.8
1998	172.1	172.7	173.0	173.0	173.0	173.1	173.6	174.2	174.4	174.8	174.7	174.7	173.6
1999	175.0	175.1	175.5	176.0	176.1	176.8	177.2	177.6	178.2	178.9	178.8	178.6	177.0
2000	179.3	180.5	181.5	181.4	181.4	182.0	182.8	183.1	184.4	184.6	184.6	184.2	182.5
2001	184.9	185.3	186.4	186.6	187.3	188.3	187.8	188.1	188.0	187.8	187.8	187.3	187.1
2002	188.5	189.9	191.1	191.8	191.4	191.5	192.0	193.1	193.3	193.7	193.4	193.1	191.9
2003	194.7	196.2	197.1	196.7	196.8	196.9	197.7	199.1	199.6	200.0	199.4	199.3	197.8
2004	199.9	201.1	203.4	204.0	204.4	206.0	205.5	205.7	205.9	207.3	207.2	206.8	204.8
2005	208.1	208.9	212.4	212.5	211.4	210.7	212.5	214.1	215.8	216.6	215.3	214.2	212.7
2006	215.9	216.4	218.2	220.2	221.6	222.6	223.1	224.1	222.9	221.7	220.9	221.3	220.7
2007	221.767	223.066	224.551	225.780	227.146	228.258	228.628	228.326	228.308	228.552	229.504	229.395	226.940
2008	229.869	231.020	233.122	233.822	236.151	238.580	240.273	240.550	240.089	238.403	234.498	233.012	235.782
2009	233.402	234.663	235.067	235.582	235.975	237.172	237.600	238.282	238.568	238.380	238.777	238.427	236.825
2010	238.970	238.862	240.101	240.529	241.075	240.817	241.147	241.569	241.485	241.981	241.960	241.874	240.864
2011	242.639	243.832	245.617	246.489	248.073	248.505	249.164	250.058	250.559	250.051	249.317	248.307	247.718
2012	249.322	250.285	251.887	252.349	252.652	252.406	252.016	253.472	254.554	254.277	254.285	253.555	252.588
2013	254.807	256.234	256.589	255.967	256.270	256.911	257.326	257.659	258.504	257.069	257.377	257.284	256.833
2014	259.596	259.019	259.971	259.985	261.225	261.350	261.498	261.075	261.074	260.500	259.382	258.080	260.230
2015	258.376	259.240	259.647	259.959	261.066	261.512	261.199	261.347	261.887	261.515	261.009	259.941	260.558
2016	260.342	260.875	261.508	262.619	263.312	263.877	263.722	264.160	264.602	264.738	265.203	265.421	263.365
2017	266.917	267.662	267.582	267.948	268.183	268.666	268.051	268.657	270.059	269.575	269.381	269.564	268.520
2018	270.771	272.214	272.196	272.950	274.001	274.170	274.073	274.441	275.455	275.101	274.478	273.836	273.641
2019	275.144	275.823	276.570	277.441	278.068	278.802	278.817	279.428	279.338	279.255	279.468	279.816	278.164
2020	282.020	282.577	281.975	280.623	282.092	282.333							

Urban Wage Earners and Clerical Workers - (CPI-W)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
1990	133.0	133.1	134.5	135.0	134.9	135.0	136.0	137.4	138.7	139.5	139.5	139.5	136.3
1991	140.3	140.6	140.5	141.0	141.4	142.1	142.3	142.6	143.2	143.0	144.0	143.9	142.1
1992	144.4	144.8	145.8	145.9	145.8	146.5	146.6	147.6	148.3	149.1	149.2	149.1	146.9
1993	149.9	150.3	150.7	150.7	150.4	150.7	150.7	151.7	151.8	152.1	152.0	152.1	151.1
1994	152.4	153.5	154.0	153.9	153.6	154.2	154.4	155.3	155.5	156.0	155.9	155.4	154.5
1995	156.3	156.6	157.1	157.5	158.0	158.4	158.3	158.9	159.5	159.7	159.9	159.9	158.3
1996	160.9	161.7	162.5	162.2	162.8	162.8	162.8	163.3	164.4	164.4	164.7	164.7	163.1
1997	165.1	166.2	166.6	166.1	166.0	166.2	166.6	166.7	167.7	168.1	168.0	167.7	166.8
1998	167.7	168.2	168.2	168.5	168.6	168.8	169.1	169.7	169.9	170.5	170.5	170.5	169.2
1999	170.8	170.6	170.8	171.3	171.5	172.1	172.5	173.2	173.9	174.5	174.6	174.3	172.5
2000	174.7	176.0	176.7	176.8	177.0	177.6	178.4	178.5	179.9	180.2	180.1	180.0	178.0
2001	180.6	180.8	181.8	181.9	183.0	183.8	183.5	183.5	183.6	183.3	183.3	182.8	182.7
2002	183.5	184.7	185.6	186.6	186.4	186.5	187.1	188.1	188.6	188.8	188.8	188.7	187.0
2003	189.7	191.3	192.1	191.8	191.7	191.9	192.8	194.1	195.0	195.2	194.7	194.6	192.9
2004	194.9	196.3	198.2	198.5	199.1	200.4	200.1	200.3	200.6	201.9	202.2	201.8	199.5
2005	202.6	203.3	205.5	206.0	205.6	205.1	206.5	208.3	211.0	211.0	209.9	208.7	207.0
2006	210.2	210.6	212.0	214.0	215.5	216.7	216.8	217.8	216.9	215.3	214.7	215.2	214.6
2007	215.793	216.771	218.510	219.791	221.396	222.322	222.237	221.905	222.174	222.624	223.716	223.873	220.926
2008	224.557	225.281	226.951	228.215	230.923	233.776	235.446	235.510	234.703	232.778	228.727	227.223	230.341
2009	227.503	228.653	229.064	229.639	230.307	231.916	232.177	232.841	233.502	233.084	233.893	233.448	231.336
2010	234.067	234.153	235.240	235.750	236.144	235.916	236.330	236.820	236.725	237.483	237.606	237.575	236.151
2011	238.396	239.750	241.667	242.697	244.316	244.601	245.265	246.025	246.877	246.297	245.546	244.586	243.835
2012	245.541	246.539	248.152	248.706	248.955	248.488	248.162	249.734	250.980	250.539	250.586	249.535	248.826
2013	250.849	252.317	252.739	252.024	252.259	252.862	253.277	253.633	254.434	252.917	253.013	253.088	252.784
2014	255.477	254.782	255.933	255.937	257.145	257.147	257.309	256.691	256.945	256.022	254.638	253.224	255.938

Source: U.S. Bureau of Labor Statistics (BLS).

NEPTUNE TOWNSHIP RENT LEVELING BOARD

Minutes – July 2, 2020

Mr. Manning , Chairperson, called the meeting to order at 6:00 pm and requested the Secretary to call the roll. The following members were present: Constance Holmes, Ruth Johnson, Bryan Acciani, James Manning, Alternate #1 Jeff Klein; Alternate #2: Wendel Thomas and Naomi Riley,

Mr. Manning stated adequate notice of this meeting as required by P.L. Chapter 231 has been provided by notice in the Coaster, which was posted on the bulletin board of the Municipal Complex and filing a said notice with the Municipal Clerk. The meeting convened via zoom.

Mr. Manning reported the Consumer Price Index [May's price index was 282.092, area prices up 0.5 percent over the month and 1.4% increase over the year]

APPROVAL OF MINUTES

Mr. Acciani offered a motion, moved and seconded by Mr. Klein to approve the minutes of the meeting for March 5, 2020; all those that were eligible to vote voted aye .

RESOLUTIONS

Resolution #20-08

RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD ACCEPTING THE SETTLEMENT OF THE COMPLAINT OF KEONNA BROWN AGAINST HARLEE GARDENS

WHEREAS, Keonna Brown filed Complaint 20-01 on December 30, 2019 before the Rent Leveling Board, challenging a rent increase from June, 2018 to the present, whereby the Landlord raised rent from \$1,050.00 to \$1,350.00; and

WHEREAS, prior to a hearing of this matter on March 5, 2020, Keonna Brown and Harlee Gardens reached a settlement, which ultimately returned rent to levels of May 1, 2018 and provided credits for an improper rent increase, a true copy of said calculation is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Neptune Township Rent Leveling Board finds that the Complainant is a Tenant, subject to rent control, and that return of rent to its post increase amount and credits amounting to \$2,920.00 to be credited towards future rent in April, May and June of 2020, is acceptable to the Board.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board, that the Neptune Township Rent Leveling Board accepts settlement between Keonna Brown and Harlee Gardens arising from a Complaint filed by the Tenant, Keonna Brown, on December 30, 2019, as set forth more fully in Exhibit A to this Resolution, and hereby places the same on the record that Tenant, Keonna Brown, was present March 5, 2020.

BE IT FURTHER RESOLVED, that a copy of this Resolution will be sent to the Complainant, Keonna Brown, at 1514 Monroe Avenue, Neptune, New Jersey and to the Landlord through its attorney W. Peter

Ragan, Esq., at the law firm of Ragan and Ragan, PC with offices located at 3100 Rt. 138 West, Wall, New Jersey 07719.

BE IT FURTHER RESOLVED, that both parties have a right to appeal before the Mayor and Township Committee within the time period allowed by Ordinance should they choose to do so.

OFFERED BY BOARD MEMBER: Jeff Klein

SECONDED BY BOARD MEMBER: Bryan Acciani

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative: Holmes, Manning, Johnson, Acciani, Klein

Negative: -----

Absent: Riley and Thomas

DISCUSSION ITEMS

Mr. Anthony reported that Harlee Gardens was seeking capital improvements for a unit that the Board just confirmed a settlement on. He stated the bills were for all materials and no labor.

Mr. Klein confirmed that the cost were only for the materials.

Mrs. Holmes stated she thought capital improvements had to be claimed within 24 months.

Mr. Anthony stated it was 24 months after completion.

Mr. Anthony stated it only involved one rental unit, which is unusual because it normally covers a lot of units. He stated he would assume every item on the invoice went towards capital improvements but why only one unit.

Mr. Manning stated two checks were written from two different entities. He questioned the amount of sheet rock used.

Mr. Acciani agreed with Mr. Manning.

Mr. Anthony questioned whether there was a fire to the apartment.

Ms. Howard also stated the balance for the transcripts that Harlee Gardens requested has yet to be paid.

Mr. Anthony questioned whether the Board wanted to hear the case if the fees were not paid. He stated they could hear the case when the fees were paid.

Mr. Manning agreed that the Board should not hear the capital improvement until fees were paid.

Mr. Anthony stated we don't hear cases when applicants owe us money. For the next meeting, he will propose a resolution to amend the Rules and Regulations that the Board will not hear cases until they have paid. In the meantime he will speak to Mr. Ragan.

Mr. Manning stated if it was renovations they have a four year depreciation.

Mr. Manning stated he wanted to hear from the accountant regarding this.

Mr. Klein stated he would like an appropriate depreciation schedule, before and after pictures and if they retained the security deposit.

Mr. Klein also stated the Governor has said they could have meetings inside. He questioned whether anything has been established in Neptune Township.

Mr. Anthony stated in Shrewsbury Township they have an active meeting and sit far apart, and Neptune's Governing Body attends the meeting but the public has to zoom in. He stated he could talk to the Business Administrator regarding it.

Mr. Manning agreed to have the meeting at Town Hall.

Mr. Anthony stated he would discuss it with the Business Administrator.

PUBLIC PARTICIPATION

None

Mrs. Ruth Johnson offered a motion, moved and seconded by Mrs. Holmes to adjourn the meeting. All were in favor.

Pamela D. Howard
Secretary

RESOLUTIONS

Resolution #20-09

AMEND RULES AND REGULATIONS OF THE RENT LEVELING BOARD

**RULES AND REGULATIONS
OF THE
RENT LEVELING BOARD
OF THE
TOWNSHIP OF NEPTUNE**

I. MEETINGS

A. The Rent Leveling Board [hereinafter "Board"] shall meet for one Agenda Meeting and one public meeting [hereinafter "Regular Meeting"] each month.

B. To convene a meeting of the Board, a quorum of the Board's members must be present.

C. The Board may meet at such additional times as it deems necessary. Any such additional meetings shall be advertised by public notice in the official newspaper(s) of the Township and announced at the regularly scheduled meeting preceding the additional meeting.

D. The Agenda Meeting and Regular Meeting will be held in the Township Committee Chambers, on the second floor of the municipal building on the 1st Thursday of each month, with the Agenda Meeting commencing at 6 p.m., and the Regular Meeting commencing immediately thereafter.

E. All Regular Meetings and Agenda Meetings are open to the public and are subject to the Open Public Meetings Act, N.J.S.A. 10:4-12.

F. The Agenda Meeting shall be for the sole purpose of establishing the agenda for the following Regular Meeting and no formal determinations may be made thereat.

G. Executive sessions closed to the public are allowed only upon motion made and passed by the Board pursuant to and in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-12(b) which provides specific items that can be discussed in closed session.

II. OFFICERS

A. The presiding officer of the Board shall be the Chair who shall preside at all meetings.

B. The duties of the Chair shall be as follows:

1. To preside at all meetings of the Board;
2. To sign all formal decisions and resolutions of the Board on behalf of the Board;

Exhibit A

3. To ensure that the Rules and Regulations of the Board and the terms of the Neptune Township Rent Control Ordinance are observed and adhered to in the conduct of the business of the Board;

4. To perform all other duties incidental to the office of the Chair as may, from time to time, be required.

C. The Chair shall serve for the balance of the year of initial organization and thereafter serve for a term of one year, commencing with the organizational meeting each January and shall serve until election or reelection of any particular chairperson to the Rent Leveling Board by the Board. There is no limitation of terms for the election or reelection of any particular Chair to the Rent Leveling Board by the Board.

D. The Chair shall be elected by majority vote of the Board at the initial organizational meeting and the annual reorganizational meeting of the Board each January. If no candidate for the office of Chair receives a majority of the Board's member's votes, a runoff election between the two members receiving the highest number of votes shall be held and the winner shall assume the office of Chair. If, because of a tie vote, two runoff candidates cannot be ascertained, the two candidates receiving the highest vote totals and having the longest term of service on the Board shall be runoff candidates.

E. In the absence of the Chair, the member present having the longest term of service on the Board shall preside.

III. ORDER OF BUSINESS

A. The order of business at the Board's Agenda Meetings shall be as follows:

1. Roll call;
2. Reading of Sunshine Law;
3. Approval of minutes and any amendments thereto;
4. Reading of Consumer Price Index;
5. Old business: continuation of hearings on complaints previously filed and acted upon and other carry-over business;
6. New business: review of new complaints received by the Board;
7. Public participation;
8. Announcement of Decontrols;
9. Approval of vouchers;
10. Any other items before the Board;
11. Adjournment.

B. The order of business at the Board's Regular Meetings shall be as follows:

1. Roll call;
2. Reading of Sunshine Law;

3. Establishment of Regular Meetings for the year at the Re-organization Meeting;
4. Appointment of Chairperson at the Re-organization Meeting;
5. Approval of minutes and amendments thereto;
6. Reading of Consumer Price Index;
7. Old business: continuation of hearings previously commenced on complaints filed and other continued business;
8. New business; hearing and adjudication of new cases based on complaints filed and other new business;
9. Discussion of other pertinent and timely matters raised by Board Members;
10. Hearing of public comments and questions;
11. Reading of decontrols;
12. Approval of vouchers;
13. Adjournment.

As appropriate, the Agenda for the Regular Meeting may designate matters under the categories of “Old Business” and “New Business”.

IV. **TENANT’S COMPLAINTS**

A. A tenant may institute a proceeding by signing a complaint and presenting it to the Board in person or by mail. This complaint shall be on the Board’s prescribed complaint form available at Township Hall and each filed complaint shall be numbered consecutively as received and filed. The complainant shall signify his intent to testify at the public hearing on the complaint and will sign any complaint submitted.

B. At the hearing on any complaint, the complainant shall be required to submit either copies of the written leases pertaining to the rented premises or other proof of present and previous rent charges. The original documents will be made available for examination and inspection and, if appropriate, entered into evidence at the public hearing.

C. The Board may, in its discretion, group similar complaints involving the same issues and landlord, in an effort to expedite disposition of cases.

D. For purposes of control, if a complaint is presented to the Board at its Regular Meeting, the date of said meeting shall be the filing date for the complaint. If a complaint is filed other than at a Regular Meeting of the Board, the filing date shall be the date in which the Board Secretary received the Complaint for filing.

E. No relief shall be granted by the Board to the extent that a complaint seeks relief for any period more than one year prior to the filing of the complaint.

V. LANDLORD'S APPLICATION

A. A landlord may apply to the Board for an additional rental increase based upon the grounds set forth in section 4 of the Ordinance.

B. The application may be presented to the Board during any Regular Meeting of the Board. The Board shall number the applications consecutively as they are received and filed.

C. The Board shall schedule hearing dates for applications received and advise applicant of said hearing date.

D. All Hardship Applications shall make use of the Hardship Application attached hereto as Exhibit A.

E. All Capital Improvement Applications shall make use of the Capital Improvement Application attached hereto as Exhibit B.

F. All Landlord Applications for Hardship or Capital Improvements shall include in addition to the original application and attachments/exhibits provided to the Board Secretary, copies of the application and all attachments/exhibits for all Regular Members of the Rent Leveling Board, as well as additional copies for all appointed Alternate Members, and a copy shall be mailed or delivered directly to the Board Attorney.

VI. BOARD INITIATED HEARINGS

A. Any board member may initiate a complaint by introduction of a motion which must be duly seconded and adopted by a majority of those members present.

B. Said motion shall include a statement of the pertinent facts warranting the initiation of the complaint and a hearing thereon.

C. Written notice of the action of the Board initiating a complaint and the stated facts thereof shall be provided to the landlord and any affected tenants. If, by virtue of the number of affected tenants, individual notice to tenants is not practicable, the Board shall, in its notice to the landlord, require the landlord to post a copy of the notice in a conspicuous public place at the premises, not later than fifteen (15) days preceding the date set forth in the notice for the hearing on the complaint.

VII. NOTICE

A. Tenant Complaint: Notice shall be served upon a landlord either personally or by Certified Mail/RRR along with a copy of the complaint and exhibits, if any, not less than fifteen (15) days prior to the scheduled hearing date.

B. Landlord Application: Upon the filing of an application by a landlord, notice shall be given the tenant(s) by Certified Mail/RRR or personal service within the fifteen (15) day time period, and per the requirements of Section VII, D below.

C. Upon initiation of a hearing by the Board, notice will be served upon the landlord and affected tenant(s) in the manner prescribed in VI. C. above.

D. Any notice required by this section shall include for each affected party a copy of the filed complaint or application and all attached exhibits that were part of the filed complaint or application and notice of the date, time and place that the matter is scheduled for hearing.

E. Notice provided to the landlord shall be sent and/or served at the address last provided to tenant(s) in their Lease Agreement or by separate certified notification. The landlord is responsible to advise the tenant(s) and the municipality of any change of address from that in municipal records by copying the tenant and the municipality with any amended Registration Statement required to be filed with the State of New Jersey or the municipality. Failure to comply with this provision shall serve as the basis for dismissing any motion or appeal by a landlord stating that the landlord failed to obtain notice due to a change in address.

VIII. HEARING AND ADJUDICATION

A. The Board will not entertain any issues not in the written complaint or application.

B. A hearing on any complaint or application shall be opened by introduction of parties and their representatives, followed by identification of pertinent documents and other papers.

C. In connection with a landlord's application as provided in V. above, the following must be submitted by the landlord to the Board in addition to his application:

1. Legible profit and loss statement;
2. Balance sheet;
3. Copies of invoices and/or contracts evidencing major expenditures;
4. A computation of projected rent increases as authorized by the Ordinance for a twelve (12) month period (for purposes of this projection, a uniform lease expiration ate may be used);
5. A statement sufficient to identify expenses that may fall into the capital improvement category;
6. Sufficient copies as listed in Paragraph V(F) above;
7. Request for hearing (shall be made at least thirty (30) days prior to requested hearing date;
8. Proof of service upon tenants (may be provided at time of hearing);

9. Landlord's affidavit attesting to the accuracy of the profit and loss statement and the balance sheet submitted and that the line items contained therein are true and accurate.

D. In cases where a tenant's personal appearance at the hearing constitutes a hardship to the tenant/complainant, the Board may waive the requirement of personal appearance, provided the complainant has a personal representative with knowledge of the relevant facts appear and state the complainant's case, or the complainant has fully explained the case in writing in detail sufficient to permit the Board to render a decision.

E. The order of the proceedings shall be:

1. Opening statements;
2. Introduction of documents;
3. Examination of witnesses;
4. Cross examination of witnesses;
5. Questioning by Board members;
6. Presentation of exhibits;
7. Final summation.

The complainant or applicant shall proceed first. The order of presentation may be varied by the Board when it deems it advisable to do so.

F. Proceedings before the Board shall be informal in that strict adherence to the rules of evidence shall not be required provided, however, that in each instance, the evidence presented must be relevant to the issues before the Board.

IX. DETERMINATIONS

A. The Board shall send written notice of its final determination to the complainant and the landlord.

B. The Board shall provide the Governing Body with the determination of the Board when requested to do so.

C. All determinations of the Board shall be a matter of public record and shall be part of the minutes of the hearings.

X. ENFORCEMENT OF BOARD DECISIONS

A. In cases where a landlord or tenant is in willful wanton and intentional violation of a Board decision or in violation of any aspect of the "Open Housing Practices; Rent Control; Protective Tenancy" ordinance, the Board, by resolution, pursuant to Sections 4-32.1 and 4-32.2 of the Rent Control ordinance may make a recommendation to the Township Committee that the violation be prosecuted by the

Township Code Enforcement Officer by signing a complaint within fifteen (15) days after Township Committee authorization by resolution.

B. Prior to any recommendation being made to the Mayor and Township Committee concerning a violation of a Board decision or a violation of the Rent Control ordinance, the Board shall authorize the Board Attorney to put the violating landlord or tenant on written notice of the alleged violation by mailing a letter by certified mail, return receipt requested, and regular mail to the violator and demand that the violator cease his violation within ten (10) days of receipt of the aforesaid notice or a time period that the Board Attorney feels would be reasonable under the circumstances with regard to cessation or remediation of the violation and should said violation not cease, or is remediated, within the time period prescribed by the notice the Board's recommendation may at that time be forwarded to the Mayor and Township Committee. The Board may authorize the notice and recommendation to the Mayor and Township Committee simultaneously under the same resolution with the provision that the recommendation be made subject to the violator failing to cease his violation or failure to remediate within the time period prescribed by the notice.

C. The enforcement procedure stated in Paragraphs (A) and (B) above shall not be considered either exclusive or mandatory in nature and the Board may pursue any and all existing means of enforcement allowed by the Rent Control Ordinance and by law within the authority and powers granted to the Rent Control Board.

XI. DOCUMENTATION

A. Minutes will be recorded by the Board Secretary and shall be posted in Township Hall.

B. All Regular Meetings will be tape recorded to provide a verbatim account of said meetings.

C. The transcript of any hearing will be provided to anyone requesting it in writing. The request must be accompanied by a check or money order to cover the deposit required.

1. A minimum deposit of Three Thousand Dollars (\$3,000.00) on all appeals from decisions concerning Capital Improvements and Hardship Applications shall be required and a One Thousand Dollar (\$1,000.00) deposit on all other requests for transcripts or that amount required by an outside contractor, if any, either contracted for by the Board or requestor, whichever is greater.

2. The cost of a transcript will be \$7.50 per typed page or that amount required by an outside contractor, if any, either contracted for by the Board or requestor. The cost will be deducted from the deposit and adjustments made when the transcript has been compiled.

3. Additional copies of the transcript will be provided at a cost of fifty (\$.50) cents per page per copy or that amount required by an outside contractor, if any, either contracted for by the Board or requestor.

4. Should actual costs be less than the deposit required, the balance, if any, shall be returned to the requestor after receipt of the transcript of the hearing.

5. Any individual required to pay the aforesaid deposit for transcript for which said individual feels is a hardship to the individual may make an application simultaneous with the application for the transcript to the Board for a Hardship Hearing and present his or her case before the Board setting forth the circumstances for which he or she feels that the amount of the deposit is a hardship, and the Board, in its sole discretion, may make a determination to reduce the amount of the transcript deposit to the extent that it may be greater than that required by an outside contractor, if any, or that which may have been contracted for the Board or the requestor.

D. All matters coming before this Board, including but not limited to documents, evidence, testimony, applications, complaints, etc., shall be a matter of public record.

E. The Minutes of the Board shall be a permanent record of the Board and maintained on file at Township Hall for such time as the Governing Body or Township Clerk, as appropriate, shall determine, or as otherwise provided by law.

XII. DETERMINATION OF PROTECTED TENANT STATUS

All applications made to the Board for protected status under the Senior Citizen and Disabled Protected Tenancy Act [“the Act”] shall be referred by the Board to the Board’s attorney for his review and determination of eligibility. If the Board attorney concludes that any application is incomplete, he shall notify the applicant in writing of the nature of the incompleteness and request that any information or documentation necessary to render the application complete be provided to him within the time prescribed by the Act. Upon receipt of a complete application, the Board attorney shall promptly review the application and supporting documentation and render a decision thereon concerning the applicant’s eligibility under the Act. The Board attorney’s decision concerning eligibility shall be made within the time prescribed by the Act, provided, however, that the Board attorney shall reduce his eligibility determination to the form of a written resolution which shall be presented to the Board for adoption as soon as practicable and unless the Board adopts a resolution contrary to the Board attorney’s determination, the eligibility determination of the Board attorney shall be deemed final for all purposes of the Act.

XIII. PROCEDURE FOR APPEALS

A. Time for appeal – Both landlord and tenant may appeal a decision, resolution or action of the Board within twenty (20) days from the date of the determination.

B. How to appeal – An appeal from a decision of the Board is taken by serving a copy of the Notice of Appeal and a Request for Transcript upon all parties appearing in the action and the Board with the original Notice of Appeal to the Mayor and Township Committee and the original Request for Transcript to the Secretary of the Board within the time period prescribed by XII. A.

C. Requirements of Notice of Appeal – The Notice of Appeal shall set forth the name of the party taking appeal (appellant) and his address or the address of his attorney, if represented, the names of all parties to the action and to the appeal, and shall designate the decision, action or rules appealed from with an attached copy of the written decision, action or rule or, if not in writing, description of the same.

1. No Notice of Appeal will be accepted from an applicant who has failed to pay any deposits or fees due and owing as set forth under “Section XI, Documentation” either for the present appeal, or any other actions taken by the same applicant. Said application will not be heard by the Board until all present and past fees due and owing are satisfied by the applicant.

D. Request for transcript – A request for transcript shall be filed not later than the time of the Notice of Appeal with the original filed with the Board’s Secretary and a copy to all parties and to the Mayor and Township Committee. Said request for transcript shall state the names of all parties to the action, date or dates of hearing and be accompanied with a deposit as prescribed by XC(1). If no verbatim record was made the proceedings, the appellant shall within fourteen (14) days of the filing of the Notice of Appeal serve upon all parties a statement of the evidence and proceedings prepared from the best available sources including his recollection. The respondent may within fourteen (14) days after service, serve upon the Appellant, the Mayor and Township Committee and the Board any proposed objection or amendment. Within fourteen (14) days after objections have been filed or if no objection within sixty (60) days of the Notice of Appeal, the Board shall file with the Mayor and Township Committee the settled statement of proceedings and provide copies to all parties.

If a verbatim record made of the proceedings has been lost, destroyed or otherwise is unavailable, the Board will supervise the reconstruction of the record. In such a case, the Board’s Secretary will advise the parties within fourteen (14) days of service of the request of transcript of the need to reconstruct the record. At such time, the applicant shall have fourteen (14) days to file his statement of evidence and proceedings prepared from the best available sources including his recollection. The respondent shall have fourteen (14) days after service of appellant’s statement to service upon the appellant, Mayor, Township Committee and Board any proposed objections or

amendments. Within sixty (60) days of the filing of the Notice of Appeal, the Board based on the statements, amendments and objections, if any, of the parties along with its own evidence and recollection shall submit to the Mayor and Township Committee with copies to the respective parties a written statement as to the reconstructed record of the hearing which is the subject of the appeal.

E. Decision of appeal – The Mayor and Township Committee shall hold a hearing on the appeal and schedule the same upon receipt of both the Notice of Appeal and transcript or statement or reconstruction of proceedings.

F. Copies of transcript or statement or reconstruction of proceedings – Appellant must provide an original and six (6) copies of the transcript, if available, to the Mayor and Township Committee with a copy to all parties in the action and a copy to the Board at his own cost and expense.

G. The Appellant shall provide all affected parties written notice of the appeal at least ten (10) days prior to the hearing before the Mayor and Township Committee by Certified Mail/RRR or personal service, which shall include the Notice of Appeal, the date, time and place of the hearing and shall indicate to the affected parties the availability of the transcript and all documentation utilized for the appeal at a location convenient, on site with regard to the apartment complex, which can be inspected by the affected party or for which copies can be purchased at a rate which is the same as that of the municipal rate for copies.

XIV. BOARD VACANCIES AND REMOVAL OF BOARD MEMBERS

Pursuant to N.J.S.A. 40A:9-12.1 the following grounds shall establish the existence of a vacancy on the Rent Leveling Board or the legal basis for seeking a removal of a Board member:

- A. Upon it's being so declared by judicial determination;
- B. Upon the filing by such member of his written resignation;
- C. Upon refusal of a person designated for appointment for such office to qualify or serve;
- D. Upon the determination of the appointment authority that such officer shall have become physically or mentally incapable of serving;
- E. Upon the death of such of such member;
- F. In this case of a member of the board without being excused by a majority of the authorized members of such body, failing to attend and participate at meetings of such body for a period of eight consecutive weeks or for

four consecutive regular meetings, whichever shall be of longer duration, at the conclusion of such period provided that such body shall notify the Township Committee of the Township of Neptune in writing of such determination; provided, further, that the Board may refuse to excuse only with respect to those failures to attend and participate which are not due to legitimate illness.

- G. Upon the removal of such officer for cause in accordance with the law or any other reason prescribed by law.

XV. RULES AND REGULATIONS

- A. A copy of these Rules and Regulations shall be filed with the Township Clerk.
- B. These Rules and Regulations may be amended by a majority vote of the Board.
- C. All amendments to these Rules and Regulations shall be presented at a Regular Meeting of the Board for public discussion and Board vote, prior to adoption.

Dated: December 17, 2013; amended November 3, 2016; February 2, 2017;
March 1, 2018; May 3, 2018; August 1, 2019; February 6, 2020; August 6, 2020

NEPTUNE TOWNSHIP RENT LEVELING BOARD

P.O. Box 1125
Neptune Township, NJ 07754-1125
732-988-5200, Ext. 235

HARDSHIP APPLICATION

Dear Owner/Agent:

Attached please find an application for a Hardship Rent Increase. The purpose of such an increase is to secure a "Fair Net Operating Income." The allowed net operating income is at least 40% of the gross annual income.

Please refer to Section 4-30.4, Chapter IV of the Code of Neptune Township for details regarding a Hardship Application. Please file your application with the Rent Leveling Board Secretary. Attach the following documentation to support your application:

DOCUMENTATION REQUESTED FOR THE 12 MONTH PERIOD COVERED BY THE APPLICATION

All documentation for income and expense should relate to the 12 month period prior to the filing of the application (applicable period).

CHECKLIST

1. Copies of deed, mortgage notes, amortization schedule/statement, loan or debt note and title closing statements. _____
2. Tenant's name, apt. #, phone #, number of rooms, and rent for each apartment. _____
3. Monthly rent collection for the applicable 12 month period. _____
4. Copies of real estate tax bills (copy of Tax Assessor's Notice and appeal Judgment, if any) for the applicable 12 month period. _____
5. Copies of water and sewerage bills for the applicable 12 month period. _____
6. Copies of insurance policy and bills for the applicable 12 month period. _____
7. Copies of gas and electric bills for the applicable 12 month period. _____
8. Copies of fuel bills for the applicable 12 month period. _____
9. Proof of payroll for the applicable 12 month period. _____
10. Copies of bills for all claimed expenses, eg. legal, accounting, condo maintenance fees, etc. for the 12 month period. _____
11. Proof of management fee or affidavit of management fee for the applicable 12 month period. _____
12. Proof of payment for all expenses claimed in this application. _____
13. Compilation statement of income & expenses for the subject property during the applicable 12 month period. (include rent from cell phone antennas, income from laundry room services, etc.) _____
14. Copies of Federal Tax Return (Schedule e) relating to the property for the preceding 2 years or the period of Ownership if the property is owned for less than 2 years. _____
15. Copy of sample notice sent to each tenant and affidavit stating that tenants were properly notified by agent or landlord and proof thereof (eg. Certified receipts, proof of mailing, tenant's signed acknowledgement). _____
16. Proof of substantial housing code compliance based on inspection conducted within 6 months prior to the filing of this application. _____
17. Certified appraisal report, where applicable. _____
18. Copy of last filed Landlord Registration. _____
19. Submit sufficient sets of the application package to the Board Secretary for all Board Member and all alternate members, the Board Secretary and the Board Attorney. _____
20. For sole proprietorship and personal ownership bring official government (Federal, State) identification to the hearing. _____

LANDLORD APPLICATION FOR HARDSHIP

Property Address: _____
City: _____ State: _____ Zip: _____

Landlord's Name and Address:

Name: _____
If business entity, provide name and title of responsible officer/member: _____
Also provide resolution appointing the individual to represent the entity in processing this application.

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax _____

Email: _____

Attorney/Agent's Name and Address:

Name: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax _____

Email: _____

Property Information:

Number of residential units: _____

Number of commercial units: _____

Total number of residential rooms _____

(If apartments have different number of rooms) Provide room count for each apt. on Page 4.

Total square footage (for residential apartments only, and only if units vary in size and in room count, i.e., number of rooms in each apartment): _____ Square feet. Provide square footage information on Page 4.

Date of purchase: _____

Purchase price: _____

Mortgaged the amount of _____ at _____% for _____ years on a _____ year payout plan. The current mortgage amount/principal is \$ _____.

Property Address:

City: _____ **State:** _____ **Zip:** _____

PERIOD OF APPLICATION:

The owner/agent limits this application and its supporting documents to the income and expenses pertaining to the twelve (12) month period commencing on _____ and ending on _____.

(These dates should be the 12 months preceding the filing date of this Hardship Application).

OPERATING STATEMENT: (If application is for a condominium unit, provide the financials, income/expenses and supporting documentation for all the units you own in the condo complex).

1. Operating Expenses:

Property taxes (if not part of mortgage payment)	\$ _____
Water and sewerage	\$ _____
Insurance (if not part of mortgage payment)	\$ _____
Electricity & gas	\$ _____
Fuel	\$ _____
Repairs/maintenance (no capital improvement)	\$ _____
Condo maintenance fees	\$ _____
Payroll (Superintendent, etc.)	\$ _____
Legal fees	\$ _____
Accounting fees	\$ _____
Mortgage payment, possible interest and principal only	\$ _____
Management fee (5% of gross maximized annual income, see Ordinance)	\$ _____
Vacancy Rate Allowance (if any)	\$ _____
Other expenses (explain) _____	\$ _____
_____	\$ _____

Total Operating Expenses: \$ _____

2. Operating Income:

Residential rent (at full occupancy)	\$ _____
Commercial rent (at full occupancy)	\$ _____
Other income (explain) _____	\$ _____
_____	\$ _____

Total Operating Income: \$ _____

Operating Profit/loss (OP or OL) [circle one (total operating income Minus total operating expenses)] Express loss with a negative (-) sign/number. \$ _____

Property Address: _____
City: _____ **State:** _____ **Zip:** _____

Calculating Fair Net Operating Income: Fair Net Operating Income is the amount determined by subtracting reasonable and necessary operations expenses from gross annual income, which amount shall not be less than 40% of the gross annual income. Deduct all operating expenses allowed by the ordinance and law, excluding mortgage, principal or interest payments, depreciation or amortization, computed with the limitations allowed by the Ordinance and Rules and Regulations from gross annual income from the operations of rental property as defined by the Ordinance and Rules and regulations and determine Fair Net Operating Income. If less than 40% of gross annual income, determine difference in income from that determined and 40% and apportion over a 12 month period among the rental units within the property or building.

Tenant's Name	Apt. #	Phone #	# of rooms/or Sq. footage	Proposed Increase	Current Rent	Proposed Rent
			TOTAL	\$	\$	\$

Copy and attach extra copies if necessary

NOTICE OF PROPOSED HARDSHIP INCREASE TO TENANTS
(Prepare a copy for each tenant)

Please note that this is a process to increase your rent, if approved. It is recommended that you seek legal representation.

For Building: _____ Apt. # _____
Neptune Township, New Jersey 07753

Dear Mr./Ms./Mr. and Mrs. _____
(Print name)

Please be advised that I have made an application for a Hardship Rent Increase to the Neptune Township Rent Leveling Board. The basis for the Hardship Application is due to a deficit situation that has arisen in the operation of the building, and/or my not receiving a "fair return" on my investment in the building.

I am requesting a \$ _____ monthly rent increase. Your currently monthly rent is \$ _____ and your proposed monthly rent will be \$ _____.

This increase should not be paid prior to its approval by the Rent Leveling Board.

This notice is to comply with Section 4-30.4, Chapter IV, Rent Control of the Neptune Township General Ordinances. A copy of my application together with the supporting documentation is filed with the Neptune Township Rent Leveling Board, P.O. Box 1125., Neptune Township, New Jersey 07754-1125; Pam Howard, Rent Leveling Board Secretary, 732-988-5200, ext. 235. You may contact the Board to receive a copy of , or to review the application.

You may file written objection and supply your own documentation and proof. All objections and supporting documentation must be submitted to the Rent Leveling Board Secretary at least 5 days before the hearing date of the Rent Leveling Board. The landlord is to be given the opportunity to reply to your objection.

Because this application may involve certain legal issues, you are encouraged to seek the advise of a lawyer. Tenants may join together to seek legal representation. You may call Legal Services at 732-414-6750 or the Monmouth Bar Association at 732-431-5544.

Sincerely yours,

Agent's/Landlord's Signature _____ Date: _____

Agent's/Landlord's Name _____ Phone # _____

Address: _____ Email _____

City: _____ State _____ Zip Code _____

Property Address: _____
City: _____ **State:** _____ **Zip:** _____

CERTIFICATION IN SUPPORT OF APPLICATION

STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

Having submitted this application and the require documentation, I hereby swear/affirm that to the best of my knowledge, all the information and attachments supplied are accurate and further that there is no attempt on my part to conceal any evidence that may have a bearing on this application.

I further swear/affirm that I am the owner, or the legitimate representative of the owner/owners and that I have been duly appointed to represent the owner/owners in the processing of this Hardship Application.

I also swear/affirm that I have served notice of this application upon each of the tenants as required by Section 4-30.4, Chapter IV of the Neptune Township General Ordinances, and I do hereby attach a true copy of said notice and proof of service to each of the tenants.

Landlord's/Agent's Signature:

_____ **Date:** _____

Landlord's/Agents name: _____
(print name)

SWORN AND SUBSCRIBED BEFORE ME

THIS _____ **DAY OF** _____, 20____

SEAL

Notary Public _____
My Commission Expires: _____

NEPTUNE TOWNSHIP RENT LEVELING BOARD

P.O. Box 1125
Neptune Township, NJ 07754-1125
732-988-5200, Ext. 235

CAPITAL IMPROVEMENT APPLICATION

Definitions/Instructions

Capital Improvement: is an improvement, which permanently enhances the value of the property, is not merely routine repair or maintenance, and is recognized by the Internal Revenue Services for allowance and depreciation for Federal Income Tax purposes.

In addition to the percentage of rent increase and tax surcharge herein provided for, the landlord may seek additional rent for capital improvements made by him/her in the dwelling or attributable to the dwelling. The landlord shall compute the average cost of this improvement per year of useful life by dividing the cost of the completed capital improvement by the number of years of useful life of the improvement allowed by the Internal Revenue Service for said capital improvement, provided that said period shall not be less than one (1) year. No increase shall be permitted for capital improvements completed more than twenty-four (24) months prior to the date upon which notice to the Board of said improvements has been provided by the landlord.

The amount of the monthly increase which a landlord may charge shall be prorated among all tenants benefiting from said improvements by dividing one-twelfth (1/12) of the annual cost of the capital improvements by the total monthly rent roll of the units affected by the improvement in the dwelling, occupied or unoccupied, and that product shall be multiplied by the monthly rent paid by each tenant to establish the amount of capital improvement increase that each tenant shall be required to pay.

No tenant shall be liable for a capital improvement increase if he/she receives no benefit from the improvement, nor if he/she benefits, shall he/she be liable for an increase exceeding the percentage of rent paid by him/her as calculated above, and all such rent increase shall be charged for no period greater than the depreciation period of said improvements.

The landlord shall notify the Board and tenants at least thirty (30) days before the effective date of the increase. The notice to the Board shall, on forms provided by the Board, include the amount of increase, a description of the improvement, and the figures used to compute the increase. A rent amount must be listed for all apartments if vacant, owner occupied or occupied by a superintendent.

DO NOT MAIL APPLICATION: *Please call Pam Howard, Deputy Clerk and Rent Leveling Board Secretary at 732-988-5200, ext. 235, for a date to have your submissions reviewed. Please provide sufficient copies for all Board Members in addition to the filed original.*

NEPTUNE TOWNSHIP RENT LEVELING BOARD

P.O. Box 1125
Neptune Township, NJ 07754-1125
732-988-5200, Ext. 235

CAPITAL IMPROVEMENT APPLICATION

DATE APPLICATION ACCEPTED

1. NAME, ADDRESS, TELEPHONE NO. AND EMAIL ADDRESS OF OWNER:

2. NAME, ADDRESS, TELEPHONE NO. AND EMAIL ADDRESS AND TITLE OF PERSON PREPARING THIS APPLICATION:

3. ADDRESS OF SUBJECT PROPERTY:

4. NUMBER OF RESIDENTIAL UNITS: _____

5. NUMBER OF COMMERCIAL UNIT: _____ *

*THE COMMERCIAL RENTALS, IF APPLICABLE, OF SAID DWELLING CONSISTS OF _____ PERCENTAGE OF THE BUILDING.

***WAS THIS PERCENTAGE DERIVED FROM THE INCOME FROM THE ENTIRE PREMISES, OR WAS THIS PERCENTAGE DERIVED FROM THE SQUARE FOOTAGE OF THE ENTIRE PREMISES?**

EXPLAIN:

IF THE COMMERCIAL RENTALS OF THE BUILDING BENEFIT FROM THE CAPITAL IMPROVEMENT, SUBTRACT THE PERCENTAGE OF THE COMMERCIAL RENTALS FROM THE COST OF THE CAPITAL IMPROVEMENT.

LANDLORD APPLICATION FOR CAPITAL IMPROVEMENT

Property Address: _____

City: _____ **State:** _____ **Zip:** _____

6. DESCRIBE IN DETAIL THE CAPITAL IMPROVEMENT THAT WAS MADE:

7. HOW DOES THE TENANT(S) BENEFIT FROM THIS CAPITAL IMPROVEMENT?

8. HOW MANY YEARS OF USEFUL LIFE WAS THIS CAPITAL IMPROVEMENT CLAIMED FOR INCOME TAX DEPRECIATION PURPOSES? OR WILL BE CLAIMED FOR? _____ YEARS.

9. THE COST OR PROJECTED COST OF THE CAPITAL IMPROVEMENT IS:

\$ _____ ; DATE PAID, OR DATED PROJECTED TO BE PAID: _____.

10. DATED WORK BEGAN: _____ DATE COMPLETED: _____.

DATE WORK ANTICIPATED TO BEGIN: _____.

DATE WORK ANTICIPATED TO BE COMPLETED: _____.

(A CAPITAL IMPROVEMENT MUST COMMENCE AND BE COMPLETED AND PAID FOR NOT MORE THAN TWO (2) YEARS FROM THE DATE APPLICATION IS ACCEPTED BY THE NEPTUNE TOWNSHIP RENT LEVELING BOARD)

11. WITH YOUR APPLICATION, PLEASE ATTACH IN CHRONOLOGICAL ORDER, LEGIBLE COPIES OF ALL BILLS, RECEIPTS, STATEMENTS AND CANCELLED CHECKS. ANY CANCELLED CHECK MUST BE ATTACHED TO THE CORRECT BILL FOR THE CANCELLED CHECK. YOU SHOULD RETAIN THE ORIGINALS. YOUR APPLICATION WILL NOT BE ACCEPTED WITHOUT PROOF OF THE COST TO YOU FOR THE CAPITAL IMPROVEMENT.

(A) FOR APPLICATIONS BEFORE CONSTRUCTION, PLEASE PROVIDE COPIES OF ALL CONTRACTS AND COST PROPOSALS AS PART OF THE APPLICATION.

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT, AS DESCRIBED IN THE RENT CONTROL ORDINANCE OF THE TOWNSHIP OF NEPTUNE.

Date

Print name of Petitioner:

Print title of Petitioner:

LANDLORD APPLICATION FOR CAPITAL IMPROVEMENT

Property Address: _____
City: _____ State: _____ Zip: _____

It is understood that no tenant shall be charged for a capital improvement increase for any period greater than the depreciation period of the said capital improvement. The capital improvement increase is a separate increase, and shall not be included in the base rent when determining the annual increase for the following upcoming year.

Date

Print name of Petitioner:
Print title of Petitioner:

It is understood that the landlord is responsible to give written notice to the Neptune Township Rent Leveling Board two (2) months prior to the end of the depreciation period, and he/she will cease to collect this capital improvement increase, and that he/she will notify each tenant of the effective date that the depreciation period ends.

Date

Print name of Petitioner:
Print title of Petitioner:

LANDLORD APPLICATION FOR CAPITAL IMPROVEMENT

Property Address: _____

City: _____ **State:** _____ **Zip:** _____

CAPITAL IMPROVEMENT APPLICATION CALCULATIONS

1. COST OR ANTICIPATED COSTS OF CAPITAL IMPROVEMENT:
\$ _____.

2. LINE 1, LESS \$ _____ FOR COMMERCIAL RENTALS, EQUALS
\$ _____ COST OF THE CAPITAL IMPROVEMENT FOR
ALLOCATION TO RESIDENTIAL TENANTS.

3. YEARS OF DEPRECIATION OF CAPITAL IMPROVEMENT: _____.

4. THE COST, OR ANTICIPATED COST, OF THE CAPITAL IMPROVEMENT
DIVIDED BY YEARS OF DEPRECIATION IS \$ _____.

5. LINE 4, DIVIDED BY 12 MONTHS EQUALS \$ _____, THE
MONTHLY AMOUNT ALLOCATED FOR THE RESIDENTIAL TENANTS.

6. THE MONTHLY INCREASE AMOUNT DIVIDED BY THE TOTAL MONTHLY
RENT ROLL ON PAGE 5 IN THE AMOUNT OF \$ _____
EQUALS THE FACTOR: _____ %.

**(THIS PERCENTAGE FACTOR MULTIPLIED BY THE BASE RENT THAT
EACH TENANT PAYS EQUALS THE CAPITAL IMPROVEMENT INCREASE
ALLOCATED TO EACH TENANT.)**

LANDLORD APPLICATION FOR CAPITAL IMPROVEMENT

Property Address: _____
City: _____ State: _____ Zip: _____

LIST RENT INCREASES/DECREASES AND EFFECTIVE DATE

HARDSHIP	_____	\$ _____	_____ %
	Date	Amount	Percentage
CAPITAL IMPROVEMENT	_____	\$ _____	_____ %
	Date	Amount	Percentage
ANNUAL INCREASE	_____	\$ _____	_____ %
	Date	Amount	Percentage
OTHER	_____	\$ _____	_____ %
	Date	Amount	Percentage

FOR THE PURPOSE OF DETERMINING WHETHER THE RENT INCREASE EXCEEDS FIFTEEN PERCENT (15%) OF THE MONTHLY RENT, ALL THE INCREASES (ANNUAL RENT INCREASES) (CAPITAL IMPROVEMENTS) (LANDLORD HARDSHIPS) OCCURRING WITHIN TWELVE (12) MONTHS PRIOR TO THE EFFECTIVE DATE OF THE INCREASE IN THIS APPLICATION SHALL BE ADDED TO DETERMINE IF THE AMOUNT EXCEEDS FIFTEEN PERCENT (15%) OF THE PRIOR MONTHLY RENT.

RESOLUTION # 20-09

RESOLUTION AMENDING THE RULES AND REGULATIONS OF THE
RENT LEVELING BOARD

WHEREAS, the present Rules and Regulations of the Neptune Township Rent Leveling Board were adopted on December 17, 2013. The Rules and Regulations were amended on November 3, 2016 to provide for a Hardship Application Form, and again on February 2, 2017 to provide for a Capital Improvement Form. Thereafter, on March 1, 2018, it was amended to provide for a specific amount of copies to be provided to the Rent Board Secretary, and on May 3, 2018 it was amended with regard to the Landlord's Application for a Hardship or Capital Improvement, including in addition to the original application, attachments and exhibits, copies of the application and all attachments and exhibits are to include copies of all applications and attachments and exhibits for all regular members of the Rent Leveling Board, as well as additional copies for all appointed alternate members and a copy for the Board Attorney. Thereafter, on August 1, 2019, there was an amendment to Clause VII, entitled "Notice" to add (E.) to place responsibility on the landlord for notifying both tenants and the municipality of any change of address, and that failure to do so will deny the landlord the argument on appeal that the landlord was not properly served with notice at their most recent address. On February 6, 2020, there was a further amendment the Rules and Regulations to amend provisions concerning deposits for appeals to the Mayor and Township Committee to raise said deposits for hearing transcripts with regard to hearings involving Capital Improvement Applications or Hardship Applications made by Landlords to Three Thousand Dollars (\$3,000.00) and all other applications raised to One Thousand Dollars (\$1,000.00) in order to better cover the cost of said transcripts if final payment is not made by certain applicants. There is now a need to further amend the Rules and Regulations to amend the provisions under Section XIII, entitled, "Procedure for Appeals" Subparagraph C, entitled "Requirements of Notice of Appeal" to add (1) indicating that no appeal shall be heard if outstanding fees are due and owing from the applicant either on the instant matter filed or any prior matter filed by the applicant with regard to the present complex owned by the applicant or any other apartment complex owned by the applicant in the Township of Neptune.

NOW, THEREFORE, BE IT RESOLVED, that the Neptune Township Rent Leveling Board of the Township of Neptune hereby amends the Rules and Regulations to amend the provisions under Section XIII, entitled, "Procedure for Appeals" Subparagraph C, entitled "Requirements of Notice of Appeal" to add (1) indicating that no appeal shall be heard if outstanding fees are due and owing from the applicant either on the instant matter filed or any prior matter filed by the applicant with regard to the present complex owned by the applicant or any other apartment complex owned in the Township of Neptune, as set forth more fully in the copy of the Rules and Regulations attached to this Resolution as Exhibit A.

Dated: August 6, 2020

JAMES MANNING, Jr., Chairman

ATTEST:

PAMELA HOWARD, Secretary

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Neptune Township Rent Leveling Board at a meeting held on August 6, 2020.

ATTEST:

PAMELA HOWARD, Secretary