

NEPTUNE TOWNSHIP RENT LEVELING BOARD - AGENDA FEBRUARY 2, 2017 - 6pm

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

ROLL CALL:

James Manning, Jr. _____ Morrel Massicot _____ Connie Holmes _____

Ruth Johnson _____ Catherine McAphee _____ Alternate #I Jeff Klein _____

Alternate #II Naomi Riley _____

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 on January 12, 2017 posting the notice on the Board in the Municipal Complex, and filing a copy of the said notice with the Municipal Clerk.

Consumer Price Index [December's price index was 265.421, area prices up 0.1 percent over the month and up 2.1% increase over the past twelve months]

Action Items:

1. Approval of Minutes – January 5, 2017.

Offered by: _____ Seconded by: _____

Vote:

Manning _____; Massicot _____; Holmes _____; Johnson _____; McAphee _____;

Klein _____ Riley _____

2. Amend the Rules and Regulations of the Rent Leveling Board.

Offered by: _____ Seconded by: _____

Vote:

Manning _____; Massicot _____; Holmes _____; Johnson _____; McAphee _____;

Klein _____ Riley _____

DISCUSSION ITEMS:

PUBLIC PARTICIPATION:

ADJOURNMENT (Time): _____

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Massicot _____; Johnson _____; McAphee _____;

Klein _____ Riley _____

MINUTES

Minutes – January 5, 2017

Ruth Johnson , Chairperson, called the meeting to order at 6:00 pm and requested the Secretary to call the roll. The following members were present: Ruth Johnson, Connie Holmes, Morrell Massicot and James Manning. Absent: Catherine McAphee, Jeff Klein and Naomi Riley.

Mrs. Johnson stated adequate notice of this meeting as required by P.L. Chapter 231 has been provided by notice in the Coaster on December 15, 2016, which was posted on the bulletin board of the Municipal Complex and filing said notice with the Municipal Clerk.

Mrs. Johnson announced that the Consumer Price Index [November's price index was 265.203, area prices up 0.2 percent over the month and up 1.6% over the year].

APPROVAL OF MINUTES

Mrs. Holmes offered a motion, moved and seconded by Mrs. Johnson to approve the minutes of the meeting for December 1, 2016; all were in favor with the exception of Mr. Manning who abstained.

RESOLUTIONS

APPOINT CHAIRPERSON

Mrs. Holmes offered the following resolution, moved and seconded by Mr. Massicott that it be adopted:

RESOLUTION APPOINTING CHAIRPERSON FOR THE NEPTUNE TOWNSHIP RENT LEVELING BOARD

WHEREAS, the Neptune Township Rent Leveling Board selects a Chairperson among its members during its Reorganization Meeting held in January of each year.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board that the Board hereby selects James W. Manning to serve as the Chairperson of the Neptune Township Rent Leveling Board.

The resolution was adopted on the following vote: Holmes, aye; Massicott, aye; Johnson, aye; Manning, aye;

APPOINT VICE-CHAIRPERSON

Mrs. Holmes offered the following resolution, moved and seconded by Mrs. Johnson that it be adopted:

RESOLUTION APPOINTING VICE-CHAIRPERSON FOR THE NEPTUNE TOWNSHIP RENT LEVELING BOARD

WHEREAS, the Neptune Township Rent Leveling Board selects a Chairperson and Vice-Chairperson among its members during its Reorganization Meeting held in January of each year.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board that the Board hereby selects Morrell Massicott, to serve as the Vice-Chairperson of the Neptune Township Rent Leveling Board.

The resolution was adopted on the following vote: Holmes, aye; Massicott, aye; Johnson, aye; Manning, aye;

ESTABLISH 2017 MEETING DATES

Mrs. Holmes offered the following resolution, moved and seconded by Mrs. Johnson that it be adopted:

RESOLUTION ESTABLISHING REGULAR AND SPECIAL MEETING DATES OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD AND SETTING FORTH PROCEDURES THEREFORE

WHEREAS, it is incumbent upon the Neptune Township Rent Leveling Board to reaffirm by annual resolution, the time and place of its regular meetings and its executive sessions to be held throughout the ensuing calendar year, as established in its adopted rules and regulations; and

WHEREAS, there was effective on January 19, 1976, throughout the State of New Jersey, the "Open Public Meetings Act" (N.J.S.A. 10:4-6 et seq) commonly referred to as the "Sunshine Law" requiring notification, publication and airing of all acts taken by the Rent Leveling Board of this municipality; and

WHEREAS, the Neptune Township Rent Leveling Board desires to implement the said act.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board that:

1. Regular meetings of the Neptune Township Rent Leveling Board for the year 2017 will be held at 6:00 p.m. on the second floor in the Township Committee Chambers, Neptune Township Municipal Building, 25 Neptune Blvd., Neptune Township, New Jersey, or any other designated location on the following meeting dates: February 2, 2017; March 9, 2017; April 6, 2017; May 4, 2017; June 1, 2017; July 6, 2017; August 3, 2017; September 7, 2017; October 12, 2017; November 2, 2017; December 7, 2017; January 4, 2018.

2. Special meetings and executive sessions of the Neptune Township Rent Leveling Board shall be at the call of the Chairperson or upon the vote of the membership at a prior regular meeting or by motion to follow any particular regular meeting.

3. This notice shall be posted upon the public bulletin board in the main entranceway of the Township Municipal Building and shall remain so posted for at least one month.

4. A copy of this resolution shall be mailed by the secretary of the Rent Leveling Board or the attorney of the Rent Leveling Board to the official newspapers of the Township of Neptune and the Neptune Township Rent Leveling Board.

5. The secretary, on behalf of the Rent Leveling Board, shall be authorized to direct that any other necessary action be performed by the appropriate officials or employees of the Borough to fulfill the mandates of the "Open Public Meetings Act" insofar as the same is applicable to the work and activities of the Rent Leveling Board.

6. This notice shall be published in the official newspapers of the Township of Neptune and the Neptune Township Rent Leveling Board within seven (7) days from the date hereof.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Abstain:

Absent:

Dated: January 5, 2017

Chairperson

The resolution was adopted on the following vote: Holmes, aye; Massicott, aye; Johnson, aye; Manning, aye;

DISCUSSION ITEMS

Mr. Anthony announced that changes were made to the Rent Control Ordinance and there weren't any outstanding complaints. He also stated that the Board may have to cancel

the meeting in March because he will be away. It was requested that Ms. Howard place the amended ordinance on the Township website.

PUBLIC PARTICIPATION

There were none.

Ms. Johnson offered a motion to adjourn the meeting at 6:18 pm, moved and seconded by Mrs. Holmes All were in favor.

Pamela D. Howard

Secretary

RESOLUTIONS

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. There is a need to amend the Rules and Regulations further to provide for a standardized Capital Improvement Application Form to be used with regard to all Capital Improvement Applications before the Rent Leveling Board of 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 as set forth more fully in the attached copy of the Rules and Regulations to this Resolution, to provide for a standardized Capital Improvement Application Form to be used with regard to all Capital Improvement Applications, which is attached to the Rules and Regulations as Exhibit B, with a copy of the amended Rules and Regulations attached to the within Resolution as Exhibit A.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Abstain:

Absent:

Dated: February 2, 2017

JAMES MANNING, JR.,
CHAIRMAN

ATTEST:

PAM 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 February 2, 2017.

ATTEST:

PAM HOWARD, Secretary

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. There is a need to amend the Rules and Regulations further to provide for a standardized Capital Improvement Application Form to be used with regard to all Capital Improvement Applications before the Rent Leveling Board of the Township of Neptune.

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OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Abstain:

Absent:

Dated: February 2, 2017

JAMES MANNING, JR.,
CHAIRMAN

ATTEST:

PAM 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 February 2, 2017.

ATTEST:

PAM HOWARD, Secretary

**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.

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.

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. Seven (7) copies of each of the 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 one hundred (\$100.00) Dollar deposit is required for each tape hour of each transcript or that amount required by an outside contractor, if any, either contracted for by the Board or requestor.

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.

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.

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 its 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

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, roof 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 5 sets of the application package to the Board Secretary. _____
20. For sole proprietorship and personal ownership bring official government (Federal, State) identification to the hearing. _____

EXHIBIT A

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 eat 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 |
|---------------|--------|---------|------------------------------|----------------------|-----------------|------------------|
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| | | | TOTAL | \$ | \$ | \$ |

Copy and attach extra copies if necessary

Property Address: _____

City: _____ State: _____ Zip: _____

State: _____ **Zip:** _____

Zip: _____

Please complete this section

Please list all expenses claimed and provide copies of bills, invoices, cancelled checks, etc. to support them. All expenses should be with 12 months preceding the filing of this Hardship Application. Feel free to copy and attached copies of this page.

[illegible]

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 908-776-7733 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.*

EXHIBIT B

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.

Page 2

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:

Page 3

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.