

Jackson Township Rent Control Board
Meeting of January 26, 2017
Minutes

Chairman Bob Skinner called the meeting to order at 7:30 pm followed by a flag salute, moment of silence and reading of the Sunshine Law by Mr. Rumpf.

PRESENT: E. Bannon, D. DiCapua, C. Dimino, S. Blick, G. Miller, R. Skinner, J. Sullivan (Alternate) and V. Nicosia (Alternate), L. Amoruso, CPA and B. Rumpf, Esq.

ABSENT: N. Stallone, K. Lowe, R. Schleckser

Minutes of January 12, 2017 - Correction noted by Mr. Bannon, regarding misspelling of Mr. Chacania's name.

Motion to approve with correction E. Bannon, second by S. Blick

E. Bannon, D. DiCapua, C. Dimino, S. Blick, R. Skinner - Ayes G. Miller - Abstain

Bills - Mr. Skinner stated that at the last meeting Mr. Stallone had raised a question regarding Mr. Rumpf's bill as it pertained to contract and resolution preparation line items on the bill. Mr. Rumpf has submitted a memo with the bill explaining the charges. Mr. Rumpf explained that this has been standard practice and that he was requested by the township attorney to prepare the contracts for both professionals (going back to 2008). The contract is executed by Mayor Reina. Mr. Rumpf tries to keep the bills reasonable

Mr. Blick asks what type of contract was prepared. Mr. Rumpf stated it is the retention of Law Firm contract.

Mr. Skinner noted that Mr. Rumpf prepares the retainer contract and the resolution to appoint as board attorney to the board.

Mr. Dimino has no problem paying Mr. Rumpf as the work was already done. Generally municipalities draft the contracts, it is unusual to have our attorney prepare his own contract. If the municipality hires the professionals, the township should draft the contract and have the attorney sign.

Mr. Skinner is in agreement with Mr. Dimino. Mr. Skinner is in favor of sending correspondence to the Mayor and Council requesting that the township attorney draft contracts for the professionals.

Mr. Rumpf stated that board members, along with the township administrator review all bills submitted. Mr. Miller feels that as far as the bill stands, either pay the Rumpf Law Firm or the Gilmore Law Firm to prepare the contract. Mr. Miller makes a motion to approve the Rumpf Law Firm entire bill, second by E. Bannon

Mr. Skinner notes that correspondence will be sent to the township.

Mr. Rumpf states that it would be his preference to remove that line item from the bill to ensure no uncertainty.

Mr. Miller withdraws his previous motion and makes a motion to approve Rumpf Law Firm bill with the removal of the line item, and correspondence sent to Mayor and Council requesting that the Township Attorney prepare the contract, second by Mr. Blick

E. Bannon, D. DiCapua, C. Dimino, S. Blick, G. Miller, R. Skinner - Ayes

Mr. Bannon notes that Mr. Rumpf will still prepare contracts for other professionals.

Mr. Skinner - replies yes, just not anything pertaining to the Rumpf Law Firm.

Correspondence - Mr. Amoruso has received vacancy decontrol information from Southwind Village. Mr. Amoruso has communicated with Mike Peacock, the attorney and Charlene of Woodmere / Pineview Apartments and has suggested the March 23, 2017 meeting to notify tenants to hear the application for the entire year increase.

Mr. Skinner is still not entirely sure a one shot for the entire year is appropriate.

Mr. Amoruso stated that a lot of other parks and apartments do this. It saves a lot of back and forth time.

Mr. Rumpf stated that at issue is the tenant who's lease does not expire until the later time, may not come to speak of issues going on at that time. Generally speaking, it seems to work, some parks come in two times a year.

Mr. Skinner notes that this does not preclude the tenant from coming in for a decrease application during the year.

Mr. Rumpf mentions Prospect Pointe in particular.

Mr. Miller notes that it is cost effective to the landlord. He would suggest four times a year.

Diane DiCapua - since vacancy decontrol, all of her tenants are not increased at the same time. Tenants receive two notices of rent increase. The landlords need to make the tenants aware of rent control.

Mr. Skinner - he is working on a bill regarding homeowner associations with the Assembly. He wants to make sure that tenants are properly noticed.

Ms. DiCapua believes that apartment landlords are not made to follow the same protocol as mobile homes, there were tenants who were not even being noticed.

Mr. Skinner states this should be brought up at the meeting to be held with Council.

Mr. Blick - states the Ordinance makes no distinction between mobile homes or apartments.

Mr. Skinner - the board has no power to appoint an overseer. He would like to create an email address for the board and put the application form on line. After abundant discussions by the board, it was decided no email will be created.

Mr. Miller - the Ordinance requires that a letter from the Postmaster be obtained that the letters were sent.

Mr. Amoruso stated he did not receive a letter from the Postmaster.

Mr. Rumpf - a certification letter from the park is required.

Mr. Dimino - certification and a copy of the current license should be required before the application will be heard.

Mr. Bannon agrees with four times per year.

Mr. Amoruso - some parks already do this.

Mr. Rumpf - the board cannot make this a rule, but can decline to hear the application so far in advance. Board has the ability to make the request.

Mr. Skinner asks if this could be challenged in a lawsuit.

Mr. Rumpf states the Board position would be very sound.

Mr. Dimino recommends two times per year.

Board members are in agreement with two times per year.

Mr. Amoruso will make the six month suggestion for (every 6 months) for applications and send out notices to all concerned.

Mr. Blick questions if this treats large complexes differently than smaller ones.

Mr. Bannon would like to be "cc" if an email address is created.

Mr. Rumpf - this would be only if brought up for discussion before the board, in order for members to have background information.

Mr. Dimino and Mr. Miller feel people should come in and appear before the board.

Ms. DiCapua tenants can go to Landlord Tenant Court in Ocean County. Code Enforcement in the Township needs to be more involved. She suggests that the application and links to information be put on line.

Correspondence - Received correspondence from Brian Doran, will discuss in Public.

Public - Brian Doran of 634 Maria Street. Mr. Doran stated he purchased his mobile home from Earl Terhune. In September 2016 the new park owner wanted to raise the rent to a fair amount. He wanted copies of the title, insurance and permits. The new owner threatened Mr. Doran that he could make him move the mobile home off his land. Mr. Doran was accused of disturbing the peace, the landlord wants him to "make a deal with him" as to the rent. Mr. Doran feels that the landlord doesn't want private owners in the park. Most tenants gave in and "made a deal" with the landlord. The landlord will not accept the rent payment, so he has been putting it in a savings account as he is unable to obtain information to establish an escrow account.

Mr. Rumpf advises Mr. Doran that he has done the right thing. He can go to court regarding the harassment and should put the rent into an escrow account. Mr. Doran has the ability to take the landlord to court. Increases not approved by the Rent Control Board are not permitted.

Mr. Miller advises to put the rent money into an escrow account and notify the landlord this is taking place.

Mr. Skinner states the Board has not established rent amounts for the park as of yet.

Mr. Rumpf - there is a lot of uncertainty due to the Superior Court involvement.

Mr. Skinner - last year the new owners were introduced to the board. The park received a temporary provisional license.

Mr. Dimino - month to month leases are not permissible, can only go month to month after one year.

Mr. Skinner - LLC disclosure would fall under the Jackson Ordinance recently passed. He asks Mr. Rumpf to research this further.

Doris McIntire of 54 Antonia Drive - has a curb repair and water problem. She signed a lease with the park, but was never given a copy. She is being evicted for destroying the driveway. The driveway was destroyed when the landlord brought in a new mobile home and ran over her driveway and caused the damage. She received a Notice to Cease dated August 23, 2016 from Lori Greenberg, Esq.

Ms. McIntire was unable to pay her water bill due to illness, the landlord wants to charge a late fee of \$40. She called the company that collects the water fee and was told they do not charge late fees. The landlord only wants cash. Her daughter fell in the driveway and is suing the park.

Mr. Rumpf stated according to information provided by Ms. McIntire, Foremost Insurance Company paid \$1,000 to Ms. Roberts (Ms. McIntire's daughter) to help with medical bills. Ms. McIntire stated there are no lights in the park, it is dark.

Mr. Rumpf stated the summons received by Ms. McIntire is a third party complaint. The court will determine who is responsible. This board does not have the ability to weigh in on this matter. Mr. Rumpf suggests that when Ms. McIntire hires an attorney to represent her, to state that she wants the driveway fixed.

Mr. Rumpf states that the water fee goes back to the original lease agreement. He suggests that Ms. McIntire write a letter to the landlord asking what is the justification for the late fee.

Ms. McIntire stated she does not have a copy of the lease, it was signed in 2009 and the office never sent her a copy.

Mr. Skinner stated that this would be a legal matter, not a Rent Control Board issue.

Gary Black of 76 Lewis Lane - He was told the attorney for the park was Lori Greenberg, but has not seen her name on anything he has received. His present rent is \$130 and has been since January 2001. There is a high crime rate in the park, unable to get insurance.

Mr. Skinner - would like to get Code Enforcement involved.

Mr. Black - Shady Oak landlord is refusing his rent checks. The money to fix the park up was put toward the purchase price of the park. Mr. Black discusses the provisions of his lease. Giving the board a "heads up" about this park.

J. Sullivan of 31 Cathy Court - thanks Mr. Rumpf for being present this evening. Thanks Diane DiCapua for being a great park manager.

Gary Black - Mr. Rumpf is an excellent Legislator.

Close Public - Motion by E. Bannon, second by C. Dimino

E. Bannon, D. DiCapua, C. Dimino, S. Blick, G. Miller, R. Skinner - Ayes

Motion to adjourn by E. Bannon, second by S. Blick

E. Bannon, D. DiCapua, C. Dimino, S. Blick, G. Miller, R. Skinner - Ayes

Meeting Adjourned 10:11 pm

Minutes prepared and submitted by: Kathleen Sevchenko, Secretary