# RENT LEVELING BOARD REGULAR MEETING MINUTES MANCHESTER TOWNSHIP

July 17, 2025 5:00 PM

## 1. CALL TO ORDER CHAIRMEN'S STATEMENT READ BY CHARMAN KERSTEIN:

Good Evening And Welcome To The Manchester Township Rent Leveling Board Meeting, Being Held Here At The Municipal Building, 1 Colonial Drive On July 17th, 2025 At 5 Pm. This Meeting Is Quasi-Judicial Proceeding. Any Questions Or Comments Must Be Limited To Issues That Are Relevant To What The Board May Legally Consider In Reaching A Decision, And Decorum Appropriate To Such A Meeting Must Be Maintained At All Times. Any Yelling, Talking Over Each Other, And/Or Vuglar Language Will Not Be Tolerated. This Meeting Shall End At 7pm Unless A Majority Of The Board Agrees To Continue.

**2. SALUTE THE FLAG:** The Pledge of Allegiance was repeated.

## 3. SUNSHINE LAW STATEMENT READ BY SECRETARY DONOVAN:

Adequate Notice Of This Meeting Was Provided In Accordance With The Open Public Meeting Act, Pursuant To Public Law 1975, Chapter 231. Said Notice Was Advertised In The Asbury Park Press, Star Ledger, And Posted On Our Township Website.

#### 4. ROLL CALL:

Mr. Andrew Kerstein	Chairperson	Present
Mr. Mark Kasiewniak	Vice Chairperson	Present
Mr. Brad Cranmer	Member	Present
Ms. Nina Charlton	Member	Absent
Ms. Chris Ciampa	Member	Present
Ms. Diane Oresto	Alternate Member	Present
Ms. Kim Kavanagh	Alternate Member	Present
Board Attorney- Debra Rumpf		Present
Board Accountant- Carmen Memoli		Present

Mr. Kerstein confirmed that there were four voting members present with Ms. Charlton's absence, were there are no alternates for non-affiliated members.

**5. MINUTES-** Review and Approval of June 19th Meeting Minutes

Mr. Kerstein stated he would like to confirm both meeting minutes from June 5th, which include our reorganization and regular meeting.

Ms. Oresto requested that the wording in the June 19th meeting minutes, under Resolutions Section B, be clarified. She asked that an additional statement be included, noting that there was no ordinance in place back in 2020 when Mr. Kerstein referenced a letter regarding the Pine Ridge South 2024 rent increase.

Ms. Rumpf stated that the minutes can be amended at present and noted that Ms. Oresto acknowledged the form they were using in 2020 was not supported by an ordinance at the time. She also stated that counsel (Ms. Rumpf) had advised Ms. Oresto to consult with legal counsel before making any statements regarding the letter that was referenced.

Mr. Cranmer made a motion to amend June 19th Meeting Minutes, Mr. Kasiewniak seconded the motion.

Roll Call: Mr. Kerstein – yes, Mr. Kasiewniak – yes, Mr. Cranmer – yes, Ms. Charlton- absent, Ms. Ciampa- yes

All in favor, none opposed Motion Carried

## 6. BILLS-

a. Memoli & Company- Invoice # 2679

Mr. Kerstein reviewed Memoli & Company's bill, stating that it is for the sum of \$580.00.

b. Rumpf Law PC - Invoice # 19037

Mr. Kerstein reviewed Rumpf Law PC bill, stating that it is for the sum of \$1,024.80.

Mr. Kasiewniak made a motion to approve, Ms. Ciampa seconded the motion.

Roll Call: Mr. Kerstein – yes, Mr. Kasiewniak – yes, Mr. Cranmer – yes, Ms. Charlton- absent, Ms. Ciampa- yes

All in favor, none opposed Motion Carried

## 7. RESOLUTIONS- None

#### 8. NOTICES-

a. Ridgeway Community - 2024 Rent Increase

Mr. Kerstein asked Board CPA Carmen Memoli if he had an opportunity to review said notice.

Mr. Memoli stated he did, and it has been prepared accurately.

Ms. Rumpf asked Board CPA Mr. Memoli for confirmation that the board does not need to take any action on Ridgeway Community 2024 rent increase.

Mr. Memoli, yes.

b. Ridgeway Community - 2025 Rent Increase

Mr. Kerstein asked Mr. Memoli if he also reviewed Ridgeway Community 2025 Rent Increase.

Mr. Memoli, yes, I reviewed them both, and that was also prepared correctly.

Mr. Kerstein stated, for the record, that Ridgeway Community's rent increase is below the maximum permitted under the ordinance. He explained that Ridgeway applied a percentage increase to the prior year's rent, and that the percentage used was at or below the cap allowed by the ordinance. He noted that this falls within the ordinance's provisions, which allow a landlord to implement a rent increase without needing prior approval from the Board.

C. Pine Ridge at Crestwood - New Rental Agreement - 2025

Mr. Kerstein stated that Pine Ridge at Crestwood's New Rental agreement is under litigation and that there is nothing to be done at this time other than the acknowledgment of receiving the new rental agreement.

## 9. OLD BUSINESS – PINE RIDGE SOUTH – CPI -2024

Ms. Rumpf explained that Pine Ridge South attorney Ms. Wright has been away on vacation and will be prepared for the August 21st meeting.

#### 10. PUBLIC COMMENTS-

Mr. Kerstein asked for a motion to open up for Public Comment

Mr. Kasiewniak made a motion, Mr. Cranmer seconded the motion.

All in favor, none opposed Motion Carried

Ms. Rumpf explained to the public that anyone wishing to speak before the Board must first be sworn in and state their name and address for the record. She then proceeded to open the floor for public comment.

Scott Hughes- 50 Second Street was sworn in by Ms. Rumpf

Mr. Hughes asked what the percentage was that was referenced earlier, and does that apply to all the parks?

Mr. Kerstein stated yes, as established by the resolution of this board. The maximum increase that a landlord is entitled to increase without going to the board. Back in 2024, it was 3%. For year 2025, it is 3.4%. These numbers are from the Northeast Region Consumer Price Index. These numbers are defined as of September of the prior year, so September 2023 defines the 2024 increase, and September 2024 defines the 2025 increase.

Mr. Hughes stated that everyone from the public is here because of Colonial Mobile Home Court Park, and that since the park has been recently sold, it has been a hostile takeover. Mr. Hughes' rent went up \$110.00, and he knows of other tenants whose rent went up more. Mr. Hughes would have liked them to keep things affordable, so the tenants could keep living there.

Ms. Rumpf stated that she spoke with the attorney representing Colonial Mobile Home Court Park and informed him that his client had not applied before the Board or submitted the appropriate rent increase form. Security policies were also discussed with counsel. Ms. Rumpf explained the rent increase application process, which includes calculating the base rent, subtracting fees such as pet or garbage disposal fees, and then adding the CPI, which is 3.4% for this year. She emphasized that this is the correct procedure. A hearing has been scheduled for August 7th, providing the required thirty-day notice. Ms. Rumpf also noted that she has had prior dealings with the new owner from Jackson Township.

Mr. Hughes asked what is CPI?

Mr. Kerstein explained that it means Consumer Price Index, specifically for the Northeast region of the United States.

Ms. Rumpf stated that the CPI being used is the lowest available. She continued by addressing the matter of security deposits, explaining that Colonial's counsel is not currently seeking proof of a security deposit or requesting payment. However, they will be present at our next meeting on August 7th.

Mr. Hughes asked about the lease agreement. He stated that he was not sure if it was something the board was able to look into, but now there is a septic charge of \$60.00.

Ms. Rumpf stated that the fee would have to be backed out, and asked if Mr. Hughes always had a septic fee.

Mr. Hughes explained that the landlord took care of anything underground. Mr. Hughes explained that they just recently received this lease, and that he had to pay the \$750, which is the new monthly rent.

Ms. Rumpf asked if there were any improvements to the septic system.

Mr. Hughes - No

Ms. Rumpf inquired about additional fees included in the new lease that were not present in the previous one. She also explained that the Board does not have the authority to take action regarding lease terms, but considering this involves a new landlord, she will look into what can be done to assist the tenants at Colonial Mobile Home Park.

Mr. Hughes thanked Ms. Rumpf and asked if she could explain the heading "rent income" that was on his lease.

Ms. Rumpf stated that she would need to read it and that before doing so she would need permission from the Board, in order to read it after the meeting is over.

Mr. Kerstein and the Board members gave Ms. Rumpf permission to review the lease after the meeting.

Mr. Kerstein explained that the new owner is bound by the same rules as the old owner. In a 12-month period, they can only give you one rent increase, which can not exceed 3.4%.

Mr. Hughes asked if there is anything they can do about what is going on right now.

Ms. Rumpf stated not to sign the lease.

Mr. Hughes stated it was too late. The tenants were threatened with getting kicked out and receiving a \$100 fee if they didn't pay within five days.

Ms. Rumpf stated she will take care of it as best as I can.

Ms. Oresto wanted to clarify that you can only have one rent increase for the year, but you can have a pass-through for the second time.

Ms. Rumpf stated that was correct.

Cynthia McGill – 48 Second Street was swan in by Ms. Rumpf Ms. McGill stated that her mother, Constance McGill, was the previous owner of the property for over 50 years and always addressed septic issues without requesting any payments from tenants. She claimed that the new landlord is being dishonest about not collecting security deposits. Ms. McGill also mentioned that her son lives in a nearby mobile home park where he pays \$525 in rent, while the current landlord at their property is demanding \$750. She further alleged that tenants were intimidated into signing the new lease. Ms. McGill pleaded with the Board to stand up for the residents, stating that what is being done to them is unfair.

Ms. Rumpf stated that the board could only consider the rent but that she will talk to the attorney about the lease. Ms. Rumpf also stated again that the attorney stated that the landlord is not requesting a security deposit.

Ms. McGill stated that the landlord is lying.

Ms. Oresto asked Ms. McGill to clarify that they paid the \$750 security deposit.

Ms. McGill answered yes. My mother placed it in an escrow account.

Mr. Kerstein stated that, generally in business, when a property owner holds security deposits on behalf of tenants and sells the property, those security deposits should be transferred to the new owner as part of the transaction. Mr. Kerstein also reiterated that this is not normally something that the Board gets involved with.

Ms. McGill thanked the board.

Maria Mork - 47 First Street was sworn in by Ms. Rumpf Ms. Mork stated she has her old and new leases, and has questions about the lease and asked for advice.

Mr. Kerstein stated we do not have the authority to give advice about your lease; we only have jurisdiction over the rent increase. Which we have already put in place for our next board meeting on August 7th.

Ms. Mork asked if the board would like a copy of her lease agreements.

Ms. Rumpf stated that she would like a copy.

Ms. Oresto asked Ms. Rumpf to consider, during her research, that a new lease may be required due to it being a new home.

Jeff Culp - 55 First Street was sworn in by Ms. Rumpf

Mr. Culp stated that he received the new lease just two days before it was due for July, which included a rent increase of 16.9%. He said he was told that if the amount was not paid within a week, he would be evicted. Mr. Culp went on to say that his August rent increased by 96%, in addition to a new sewer fee.

Mr. Kerstein stated that landlords are required by ordinance to provide tenants with a minimum notice period. He advised that if a tenant feels they were not given proper notice, they should write a letter to the Board detailing that concern along with any other ongoing issues. Mr. Kerstein asked about the payments for June, July and August.

Mr. Culp stated that June was \$650.00, July was \$755.00, plus \$50.00 security deposit, and August is \$1495.00

Mr. Kerstein requested that Mr. Culp write everything down and present it to the board; this way we can assist.

Mr. Culp stated he will be attending the next meeting and will get that paperwork together and suggest no leniency with these new owners.

Ms. Rumpf stated that the Board has heard Mr. Culp's requests and emphasized that if proper procedures are not followed, the rent increase will not be granted

Constance Areeda- 50 Second Street was sworn in by Ms. Rumpf

Ms. Areeda stated that the new owner arrived on a Sunday with a new lease and informed tenants they needed to pay a security deposit. She added that the landlord has been inconsistent, going back and forth on whether the security deposit is required.

Ms. McGill asked the board whether tenants should continue paying rent while awaiting the conclusion of this matter.

Ms. Oresto advised the tenants to pay the rent, explaining that they may not know what kind of penalties could result from nonpayment. She added that any overpayment would be credited accordingly. Also reminded the tenants to submit all the documents prior to the next meeting.

Ms. Rumpf agreed with Ms. Oresto and added that if they can pay the rent to pay, and there will be credits after.

Anthony Mitchell 65 First Street was sworn in by Ms. Rumpf My rent is \$525.00, and it went up 225.00.

There were no more questions from the public. Mr. Kerstein asked for a motion to close up for Public Comment.

Mr. Kasiewniak motioned, Ms. Ciampa seconded the motion.

Roll Call: Mr. Kerstein – yes, Mr. Kasiewniak – yes, Mr. Cranmer – yes, Ms. Charlton- absent,

## 10. ADJOURNMENT-

Mr. Kasiewniak made a motion to adjourn, Mr. Cranmer seconded the motion

All in favor, none opposed Motion Carried **End 5:45** 

Meeting minutes prepared by: Brenda Donovan, Board Secretary