

MANCHESTER TOWNSHIP

August 4, 2026

5:35 PM

1. CALL TO ORDER CHAIRMAN’S STATEMENT READ BY CHAIRMAN KERSTEIN:

Good evening and welcome to the Manchester Township Rent Leveling Board Meeting, being held here at the Municipal Building, 1 Colonial Drive on August 4, 2026 at 5:30 pm. This meeting is a 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 vulgar 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
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Mr. Mark Kasiewniak Vice Chairperson Present

Mr. Brad Cranmer	Member	Present
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Ms. Nina Charlton	Member	Present
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Ms. Chris Ciampa	Member	Absent
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Ms. Diane Oresto	Alternate Member	Present
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Ms. Kim Kavanagh Alternate Member Present

Board Attorney- Debra Rumpf Late

Board Accountant- Carmen Memoli Present

5. MINUTES-

- a. Review and Approval of May 5th, 2026, meeting minutes

Mr. Kerstein stated the May 5th meeting minutes were previously distributed and asked for a motion to be made.

Ms. Oresto made a motion to approve the May 5th meeting minutes, Ms. Charlton seconded the motion.

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

All in favor, none opposed
Motion Carried

6. BILLS-

a. Rumpf Law PC - Invoice # 19037

Mr. Kerstein reviewed Rumpf Law, PC bill, stating it is for the sum of \$117.60, for the professional services of receipt and review of emails from the board secretary regarding the July meeting, along with phone conference with Lori Greenberg.

Mr. Kasiewniak made a motion to approve; Ms. Charlton seconded the motion.

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

All in favor, none opposed
Motion Carried

b. Memoli & Company- Invoice # 2679

Mr. Kerstein stated Mr. Memoli bill was for \$300.00 as a flat fee for the attendance of the May 5th board meeting.

Ms. Oresto made a motion to approve; Ms. Charlton seconded the motion.

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

All in favor, none opposed
Motion Carried

7. NOTICES- Mr. Kerstein stated that the notices have been received and distributed by the board secretary.

8. OLD BUSINESS- OAK & MAL

Mr. Kerstein clarified that there was no longer a question about the rent increase, but rather the additional charges that are on the lease such as the pet fees and the septic fees. Mr. Kerstein questioned if additional fees are allowed under the renewal of a lease, and stated these are questions that would have to be answered upon Ms. Rumpf's arrival as they are legal questions.

Ms. Oresto stated that Mr. Cleary's previous lease agreement for Oak and Mal differed from his current lease agreement regarding the pet fee amounts.

Mr. Kerstein stated that, while they were waiting for counsel to arrive to address the legal questions, he asked Mr. Cleary, the only member of the public present, if he would like to address the Board.

Mr. Cleary approached the board and provided a summary of his issues from the past year Oak and Mal, stating he signed his lease on June 29, 2025. After some reviewing and discussing with the landlord, the landlord acknowledged they had made a mistake with his lease and apologized to Mr. Cleary. The landlord ended up making the rent increase to \$20 dollars. However, they also told Mr. Cleary that a pet fee needed to be charged because he has a dog. They stated they were giving him a discount by charging \$55 instead of the usual \$70. They also added a septic fee, explaining that it covers septic system maintenance. Mr. Cleary stated because he was exhausted from all the back-and-forth and arguments with the landlord, he agreed to the charges because he didn't want to keep fighting with them.

Mr. Cleary stated that upon further review of the lease, it says there is no charge for the tenant's first pet, and that the pet fee only applies to additional pets. Despite that, the landlord insisted on charging him the pet fee because the landlord wanted his total monthly amount to be \$735. Mr. Cleary expressed concerns with interactions that he has had with the landlord, stating he is rude and intimidating, and frequently twists what is being said around and has threatened eviction. Mr. Cleary stated he doesn't feel comfortable communicating with the landlord anymore, which is why he is here seeking help.

Ms. Oresto asked Mr. Cleary if he was a family member of the old owners of the park.

Mr. Cleary stated no he was not.

Mr. Kerstein questioned Mr. Cleary on the pet fees because of Mr. Cleary stating that the fees are for additional pets. Mr. Kerstein read part of the lease out loud " In section 2.2 There shall be a \$70.00 per month pet fee payable as additional rent."

Ms. Oresto stated that the leases are confusing because while the lease states that the tenant is allowed to have a one pet, it refers to "one pet" while also referencing the pet fee. This makes it unclear whether the fee applies to the first pet or additional pets. Ms. Oresto asked if Mr. Cleary ended up signing the new lease given to him.

Mr. Cleary stated yes under duress because he was given a Notice to Quit Letter.

The Board debated having a brief recess until the board attorney gets in.

Ms. Kavanagh had a question for Mr. Cleary before recess, asking about the septic fee charges and what that covers, and if it covers maintenance.

Mr. Kerstein read out loud from the lease what the utilities cover.

Mr. Cranmer asked why the old lease stated its expiration date of July 31st but the new lease states June 1st. He stated that it makes the lease only a 10 month lease instead of a 12 month lease.

Mr. Cleary stated that after receiving the Notice to Quit letter the landlord gave him a short time to review the new lease.

Mr. Kerstein and Ms. Oresto reviewed both the previous and current lease agreements in an effort to clarify the lease dates and fee amounts that had been discussed. They also used the May 5th meeting minutes as a reference to verify the topics and details discussed during that meeting.

Secretary Donovan announced Board Attorney Debra Rumpf's entrance.

Ms. Oresto questioned why attorney Lori Greenberg was not in attendance and asked if it had anything to do with Marie Mork's complaint and her withdrawal letter.

Ms. Rumpf stated that Marie Mork's case is closed, but Ms. Greenberg still needs to address Mr. Cleary. It was her understanding that Ms. Greenberg is sick and that was why she could not attend tonight's meeting. Ms. Rumpf stated that she understands Ms. Greenberg and the landlord have had over a year to address these concerns.

Mr. Kerstein summarized some of the discussions the Board had prior to Ms. Rumpf's attendance. He stated that the previous lease began on August 1, 2025, and ended on July 31, 2026. According to that lease, the monthly charges included a \$60 sewer fee, a \$55 dog fee, and \$620 in rent, for a total monthly payment of \$735. Mr. Kerstein also noted that the lease reflected an increase in rent from Mr. Cleary's previous landlord, Colonial Mobile Home Court Park, where the monthly rent had been \$600. Mr. Kerstein then asked Ms. Rumpf whether a landlord is permitted to add additional fees when renewing a lease.

Ms. Rumpf stated that Mr. Cleary's lease was not a renewal lease. It was a brand new lease, in which case the landlord is allowed to charge additional fees.

Ms. Oresto stated in the May minutes the landlord stated there was no pet fee for a tenant with one dog.

Ms. Rumpf stated that she recalls the lease provided from Oak & Mal over a year ago was given to the tenants at the end of July for their August renewal date. This did not allow the tenants a fair opportunity to negotiate.

Mr. Kerstin asked Ms. Rumpf if the new landlord was bound by the ordinance.

Ms. Rumpf explained to Mr. Kerstein and the board that the new landlord is bound by the ordinance regarding the increase of rent, but by separating the fees that is not counting as under rent.

Mr. Cleary clarifies that his rent prior to these new owners was \$600.00. Mr. Cleary explained that the landlord first gave him a lease with no itemization that stated the rent was \$735.00. After he questioned the landlord and came to The Board the Landlord itemized Mr. Cleary's lease showing the pet fees and septic charges.

The Board reviews Mr. Cleary old lease back from the previous owners of Colonial Mobile Home Court Park.

Mr. Kerstein and Ms. Rumpf reviewed Ms. Greenberg's Notice to Quit letter. They stated that dates and sequence of events seem inconsistent, which raise questions about the validity and clarity of the notice. This makes the new lease that was provided after the Notice to Quit letter invalid, making Mr. Cleary's old lease provided by Oak and Mal still valid at this time.

Ms. Rumpf stated that the Board should take action to require the new owners to attend a Board meeting.

Mr. Cleary wanted to verify that he will not be getting reimbursement for the pets fees at this time, even though Mr. Malchi admitted to Mr. Cleary that the fee was a mistake.

Ms. Oresto repeated that page 3 of the May minutes shows that Mr. Malchi, the new owners of Oak and Mal stated "he does not charge for one pet".

Mr. Kerstein stated that Mr. Cleary needs to be put under oath

Ms. Rumpf swore in Dennis Cleary - 51 First St.

Mr. Kerstein read a statement from the May minutes made by Mr. Malchi which stated "the old owner said the \$55 sewer charge is what she charged her tenants but they paid in cash." Mr. Kerstein asked if Mr. Cleary paid a sewer fee in cash.

Mr. Cleary stated no.

Mr. Kerstein attempted to make a motion regarding reimbursement in the amount of \$115 per month for the period of August 1, 2025, through July 31, 2026. Based on the testimony and discussion at the May meeting, it was determined that the current lease is in violation of the ordinance. Mr. Kasiewniak seconded the motion.

However, Ms. Oresto paused the motion and requested that a motion be made to table the matter until the next meeting, when the property owners could be present.

Mr. Kerstein asked if anyone would like to second Ms. Oresto's motion to table the matter until the next meeting.

Hearing no second motion
Motion not passed.

Mr. Kerstein continued his motion to reimburse Mr. Cleary \$115 per month, Mr. Kasiewniak seconded the motion.

Roll Call: Mr. Kerstein – yes, Mr. Kasiewniak – yes, Mr. Cranmer – no, Ms. Charlton- no, Ms. Oresto – abstain

Motion fails

Discussion was held regarding how to proceed with Mr. Cleary's case, and the possibility of making another motion was discussed.

Ms. Oresto made a motion to have counsel and the landlord attend the next meeting to clarify the terms of each lease and the expenses being charged. She further stated that if they do not attend, The Board will make a decision based on the information available. Mr. Cranmer seconded the motion.

Roll Call: Mr. Kerstein – no, Mr. Kasiewniak – yes, Mr. Cranmer – yes, Ms. Charlton- yes, Ms. Oresto – yes

Motion carries

Mr. Cranmer makes a motion that lease agreement dated 6-1-2026 to 5-31-2027 is in violation of the ordinance and that the rent can not be changed to \$735 where the prior rate was \$620. Ms. Charlton second the motion.

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

Montion carries.

9. PUBLIC COMMENTS-

Mr. Kerstein asked for a motion to open up for public comment. Ms. Charlton made a motion, Ms. Oresto second the motion.

All in favor, none opposed
Motion Carried

No public comment made.

Mr. Kerstein asked for a motion to close Public Comment, Ms. Charlton made a motion to close public comments, Mr. Cranmer second the motion.

All in favor, none opposed

Motion Carried

10. ADJOURNMENT-

Mr. Kerstein asked for a motion to adjourn.

Ms. Charlton made a motion to adjourn, Ms. Oresto seconded the motion.

All in favor, none opposed

Motion Carried

End 6:45

**Meeting minutes prepared by:
Brenda Donovan, Board Secretary**