



REGULAR MEETING MINUTES

Shrewsbury Township
1979 Crawford Street
Shrewsbury Township, NJ 07724

Teri Giercyk, RMC
Municipal Clerk

Phone (732) 542-0572
Fax (732) 935-1348

Shrewsbury Township Committee

October 9th 2018

REGULAR MEETING – 7:00 PM

MINUTES

CALL MEETING TO ORDER by Mayor Edward Nolan at 7:00 P.M.

In accordance with the requirements of Section 4(a) of C.231, P.L. 1975, the required Annual Notice of this meeting was published in Asbury Park Press on January 5, 2018, in addition to posting on the bulletin board in the Municipal Building on January 2, 2018 by the Municipal Clerk.

ROLL CALL:

GOVERNING BODY MEMBERS PRESENT: Committeeman Puhak, and Mayor Nolan.

Absent: Committeeman Jennings.

TOWNSHIP OFFICIALS PRESENT: Township Attorney Gene Anthony, Chief Financial Officer Suzanne Veitengruber, and Municipal Clerk Teri Giercyk.

MEMBERS OF THE PUBLIC WERE IN ATTENDANCE

SALUTE TO THE FLAG

APPROVAL OF MINUTES:

Regular Meeting Minutes – 9/25/2018

Moved by Mayor Nolan, seconded by Mr. Puhak.

Ayes –Mr. Puhak, and Mayor Nolan.

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CORRESPONDENCE

1. **NJLM** – 21st Annual Elected Officials Hall of Fame
2. **NJLM** – Notice of Proposed Membership Dues
3. **NJ Dept. of Labor & Workforce Development** – NJ Division of Vocational Rehabilitation Monmouth County Office
4. **NJ Economic & Fiscal Policy Workgroup** – Path to Progress

Moved by Mayor Nolan, seconded by Mr. Puhak.

Ayes –Mr. Puhak, and Mayor Nolan.

REPORTS:

FINANCE:

Mrs. Suzanne Veitengruber – Bond ordinance will be introduced tonight. Includes three parts: Lights, which we are paying only the electrician, not for the poles, which will be located in the park as well. Second, Phase 1 for Sewer and CDBG. Third, paving of Crawford Street, DOT grant is pending. Supplemental Debt Statement was filed today with clerk and state. Township has a stable tax rate. Sent out recommendations for the Personnel Manual.

HOUSING INSPECTOR/CODE ENFORCEMENT: Submitted by Mr. Welsh. Read over by Mr. Puhak.

MUNICIPAL ATTORNEY:

Mr. Gene Anthony – Sent out Personnel Manual yesterday. JIF is requiring every municipality to update their personnel manuals. It updated some outdated clauses, change of command, and other changes. Sick and vacation time is unchanged, besides the clause regarding 25 years of service. Evaluations will be needed for employees.

Mrs. Suzanne Veitengruber - Wanted to update the time limit for appeals. She will submit draft copy to JIF on Thursday. Feels that it is ok to pass resolution on the October 23rd meeting. She also has a copy of draft audit. Those audit resolutions will be on the October 23rd meeting also.

Mr. Gene Anthony – Motion to strike tax appeal. No update on Two Rivers. Adoption of Rent Control Ordinance tonight.

PUBLIC WORKS REPORT: Submitted by Mr. Foster. Read over by Mayor Nolan.

DPW Report 10/9

1. Planted mums on island and town hall
2. Cleaned tips of storm drains 10/3
3. Painted curbs at town hall
4. Painted all poles yellow on barker
5. Fixed salt spreader and got it ready for winter
6. Prepping leaf vac

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7. Ready for bulk weekend October 20-21 10 to 2

8. Mayor discuss the 2. 10 K military generators from Shrewsbury Borough

Jeffrey Foster CPWM
Shrewsbury twp supervisor public works

ORDINANCES FOR INTRODUCTION

**Township of Shrewsbury
County of Monmouth
Bond Ordinance #2018-07**

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS, APPROPRIATING \$659,784 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$483,000 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE TOWNSHIP OF SHREWSBURY, IN THE COUNTY OF MONMOUTH, NEW JERSEY

BE IT ORDAINED by the TOWNSHIP COMMITTEE OF THE TOWNSHIP OF SHREWSBURY, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken in and by the Township of Shrewsbury, in the County of Monmouth, New Jersey (the "Township"). For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$659,784, said sum being inclusive of all appropriations heretofore made therefor, including \$159,784 grant funds expected to be received from the Monmouth County Community Development Block Grant Program (the "CDBG Program"), and the sum of \$17,000 as the down payment for said purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in the Capital Improvement Fund of one or more previously adopted budgets.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$483,000, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of the:

i) Crawford Street Repaving Project - Phase I, with a total appropriation and estimated cost of \$190,000, estimated maximum amount of bonds and notes therefor of \$180,500, and an average period of usefulness of twenty (20) years;

ii) Crawford Street Electric Project, with a total appropriation and estimated cost of \$150,000, estimated amount of bonds and notes therefor of \$142,500, and an average period of usefulness of twenty (20) years; and

iii) Crawford Street Sewer Project - Phase I, with a total appropriation and estimated cost of \$319,784, including \$159,784 grant funds expected to be received from the CDBG

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Program, estimated amount of bonds and notes therefor of \$160,000, and an average period of usefulness of twenty (20) years,

together with all purposes necessary, incidental or appurtenant thereto, all as shown on and in accordance with contracts, plans, specifications or requisitions therefor on file with or through the Township Clerk, as finally approved by the governing body of the Township.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$483,000, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$659,784, which is equal to the amount of the appropriation herein made therefor. The excess of the appropriation of \$659,784 over the estimated maximum amount of bonds or notes to be issued therefor being the amount of said \$17,000 down payment for said purposes, and the \$159,784 grant funds expected to be received from the CDBG Program.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Township, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is twenty (20) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Township Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$483,000 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

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(d) An aggregate amount not exceeding \$100,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Township are used to finance, on an interim basis, costs of said improvements or purposes, the Township reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto.

Section 6. The capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Township Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Township for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements within the appropriation herein authorized or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and, unless paid from other sources, the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

EDWARD P. NOLAN, Township Committeeperson introduced the aforesaid Ordinance and

GLENWOOD J. PUHAK, Township Committeeperson Seconded said Ordinance for introduction.

ROLL CALL

Affirmative: PUHAK, AND NOLAN.

Negative: NONE.

Abstain: NONE.

Absent: JENNINGS.

**Township of Shrewsbury
County of Monmouth
Ordinance #2018-08**

ORDINANCE RESCINDING PRIOR ORDINANCE ENTITLED, “AN ORDINANCE ESTABLISHING A PERSONNEL CODE” AS ADOPTED FEBRUARY 28, 2006, AND ALL

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PRIOR AND SUBSEQUENT AMENDED ORDINANCES CONCERNING THE PERSONNEL CODE

WHEREAS, the Mayor and Township Committee adopted an Ordinance establishing a Personnel code on February 28, 2006; and

WHEREAS, the Mayor and Township Committee of the Township of Neptune feels that the best approach to personnel matters is to create a Personnel Handbook and adopt it separately by Resolution as the Township's basis for personnel policies, and to rescind all prior Ordinances concerning the same.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Township Committee of the Township of Shrewsbury, County of Monmouth and State of New Jersey that the existing Ordinances entitled, "An Ordinance Establishing a Personnel Code" adopted February 28, 2006 and all prior Personnel Ordinances and subsequent amended Ordinances concerning Personnel Policies are hereby repealed and rescinded.

BE IT FURTHER ORDAINED AND ENACTED, that Personnel Policies shall be replaced by a Personnel Handbook adopted by Resolution separate from this Ordinance and maintained by Resolution or Ordinance at the discretion of the governing body.

BE IT FURTHER ORDAINED AND ENACTED, that this ordinance shall take effective immediately upon final adoption and publication in the manner prescribed by law.

BE IT FURTHER ORDAINED AND ENACTED, that all ordinances or parts of ordinances that are inconsistent herewith are repealed, but only to the extent of such inconsistency.

GLENWOOD J. PUHAK, Township Committeeperson introduced the aforesaid Ordinance and EDWARD P. NOLAN, Township Committeeperson Seconded said Ordinance for introduction.

ROLL CALL

Affirmative: PUHAK, AND NOLAN.

Negative: NONE.

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Abstain: NONE.

Absent: JENNINGS.

DATE INTRODUCED: 10/9/18

DATE ADOPTED:

EDWARD NOLAN, Mayor

ATTEST:

TERI GIERCYK, RMC
Municipal Clerk

ORDINANCES FOR ADOPTION

**Township of Shrewsbury
Ordinance #2018-06**

**ORDINANCE OF THE TOWNSHIP OF SHREWSBURY CREATING RENT CONTROL,
PROTECTIVE TENANCY AND A RENT LEVELING BOARD**

WHEREAS, a large portion of residents of the Township of Shrewsbury live in an apartment complex, and are in dire need of protection as tenants, especially in the area of rent increases and affordable, available housing.

NOW THEREFORE, BE IT ORDAINED and ENACTED by the Mayor and Township Committee of the Township of Shrewsbury, County of Monmouth and the State of New Jersey as follows:

RENT CONTROL.

§1 Definitions. As used in this Ordinance:

Date that the lease is entered into in the case of the renewal of leases shall mean the starting date of the last renewal term. Anniversary date shall mean the date that the lease is entered into or periodic tenancy commenced (oral lease) and each yearly renewal date thereafter.

Existing legal rent shall mean the actual legal monthly rental a tenant is paying for his apartment or unit or space. At the time of this Ordinance if the present monthly rent being paid by a tenant is five hundred and eighty dollars (\$580.00) and the tenant is also paying a twenty (\$20.00) dollar a month hardship surcharge, the existing legal rent for the next permissible increase will be six hundred (\$600.00) dollars and the next permissible increase will be the increased percentage in CPI as set forth in Subsection 4-30.2b x \$600.00. Thereafter, the "existing rent" will be this six hundred dollars (\$600.00) plus any CPI increases. Any capital improvement surcharge shall be separate from the rent and not be included in the base rent.

Legal rent shall mean any consideration paid by tenant for the use and occupancy of the rental property. All charges that are considered mandatory for all tenants, including but not limited to

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refurbishment fees and administrative fees, shall be considered “rent” and shall be illegal unless inclusive of all rents and meeting the ceiling limitations of this Ordinance. Optional charges, which are chosen by tenants such as pet fees, pool fees, recreation fees, and the like, shall not be inclusive of the definition of “rent” as viewed by this Ordinance.

Enforcement fees or security fees such as late fees, bounced check fees, legal fees and costs of court for enforcement of a breach of lease agreement and increases in security deposit are also not considered “rent” for purposes of this Ordinance.

Housing space, dwelling or apartment shall mean and include the portion of a structure rented or offered for rent for living and dwelling purposes to one individual or family unit together with all privileges, services furnishings, furniture, equipment, facilities, parking and garage facilities (whether optional or mandatory), and improvements connected with the use or occupancy of such portion of the property. Included are any building or structure, rented or offered for rent to one or more tenant or family units. Exempt from this Ordinance are: motels, hotels and similar type buildings; commercial buildings with regards to commercial rentals; and housing structures owner occupied with two (2) units or less rental units. Housing units newly constructed and rented for the first time are exempted, with regards to tenant's first year rental. That is the initial rent may be determined by the landlord but all subsequent rents will be subject to the provisions of this Ordinance, subject further to any State Statute such as N.J.S.A. 2A:42-84.2, which may provide a temporary exemption for newly constructed multiple dwellings. Further exemption may exist by the preemption by Federal and State Statutes regulating residential rents such as, but not limited to, dwellings owned by HUD, financed under federal programs and subject to regulations promulgated by the Department of Housing and Urban Development, and housing regulated and provided under the New Jersey Housing Finance Agency Law of 1967. (N.J.S.A. 55:14J)

Notify or notification shall mean either certified mail, or regular mail or hand delivery acknowledged by written receipt; or if the party refuses to claim or acknowledge delivery, by regular mail.

Price Index shall mean the "Consumer Price Index for all urban consumers" for the region of the United States, of which Shrewsbury Township, New Jersey, is a part (i.e. the New York-East-New Jersey region) published periodically by the Bureau of Labor Statistics, United States Department of Labor.

Substantial compliance shall mean that the housing space and dwelling are free from all heat, hot water, elevator and all health, safety and fire violations as well as ninety (90%) percent qualitatively free of all other violations of the Shrewsbury Township Property Maintenance Ordinances, Uniform Construction Code, Hotel and Multiple Dwelling Law and relevant Statutes.

§2 Establishment of Rent; Increase.

- a. Establishment of rents between a landlord and a tenant in any dwelling shall hereafter be determined by the provisions of this Ordinance. Any rental increase in excess of that authorized by the provisions of this Ordinance shall be void.
- b. Upon proper notice at the expiration of a lease or periodic tenancy, no landlord may request or receive an increase greater than the percentage increase, if any, in the Price Index published in the fourth month prior to the month in which the lease or periodic tenancy terminates over the Price Index published in the sixteenth month prior to the month of termination. The rent resulting from the imposition of any increase provided hereunder may be rounded to the nearest dollar with regard to the final step of calculation only. Calculation of the CPI published shall be in the month

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it is published not the month of designation, i.e., November CPI published in December is December's CPI. Calculation of percentages shall be calculated out two decimal points only and then dropped not rounded. No landlord shall request or receive more than one rental increase per year per housing space unless said housing space is decontrolled by a vacancy. By way of example, a rent increase computed in accordance with the provisions of this section shall be computed as follows:

EXAMPLE

Assuming a lease or periodic tenancy expires in April of 2005, use the CPI published in the fourth preceding month, or December of 2004 (a. below). Take the CPI published in the sixteenth month preceding the month of termination, or December of 2003 (b. below) and subtract b. from a. To calculate the percentage change in the CPI, take c. and divide it by b. (d. below).

Next, multiply the current rent by the percentage change in the CPI (e. below) and add to the current rent to arrive at the new rent.

a. CPI published in December 2004	293.9
b. CPI published in December 2003	<u>-283.6</u>
c. Difference in CPI	<u>10.3</u>
d. Percentage change in CPI 10.3 divide by 283.6 =	.03
e. Permissible increase is \$400 (current rent) multiplied by .03 =	12.00
f. New rent is (rounded to nearest dollar)	\$412.00

§3 Rent Increase; Notice Required.

- a. Any landlord seeking an increase in rent shall, at least sixty (60) days prior to the effective date of the increase, notify the tenant of the calculations involved in computing the increase, including the Price Index at the respective dates as required in §2 the allowable percentage increase, the allowable rental increase, the previous year's base rent, and a certification by the landlord that the dwelling is in substantial compliance with all Municipal Property Maintenance Ordinances, Uniform Construction Code, Hotel and Multiple Dwelling law and all relevant housing Statutes. Failure to comply with this provision shall result in the rental continuing at old rent until proper notice is given.
- b. Any landlord seeking a rent increase, a lease renewal or an agreement to extend or renew leases shall provide notice of said action in writing and in duplicate to the tenant at least sixty (60) days prior to the effective date of increase renewal, extension or other action and further that no tenant shall be required to sign any such rent increase notice, renewal or agreement to extend or renew lease until such tenant has had the opportunity to review the documents for a period of five (5) business days.

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§4 Appeal by Landlord.

- a. In the event that a landlord cannot receive a fair return after having received the increase provided in §2, he may appeal to the Rent Leveling Board for increased rental. The Board may grant a hardship rent increase to meet this requirement. The landlord must provide evidence according to the standards recognized at law for determining fair return. The Board will rely upon the recognized standard that a landlord should receive a net operating income of at least forty (40%) percent of the gross annual income after deducting reasonable and necessary operating expenses, in the absence of an adequate showing that utilization of this standard will result in an unfair return to the landlord. Operating expenses shall not include mortgage principal or interest payments, depreciation or amortization. Any hardship increase granted by the Board will take the place of the annual CPI increase and shall be equally prorated to all units within the structure thirty (30) days after the decision of the Rent Leveling Board, provide that no increase shall take effect with regard to any tenant who has a written lease until the expiration of the lease unless the lease provides otherwise.
- b. Landlord may seek addition surcharges for major capital improvements or services. To qualify for a major improvement surcharge, claimant must show a benefit to the tenant, in the form of improved lifestyle, convenience, ease and/or security. The landlord must notify each tenant of the total cost of the completed capital improvement or service, the number of years of useful life of the improvement as claimed by the landlord for purposes of depreciation for income tax purposes, the cost of the improvement, the total number of square feet to the dwelling or garden apartment complex, the total square feet occupied by the tenant and the capital improvement surcharge he is seeking from each tenant. The landlord seeking a capital improvement or service surcharge shall appeal for the surcharge to the Rent Leveling Board who shall determine if the improvement is a major improvement and if so, may permit such increase to take place and may direct that the increase shall be collected in equal monthly payments spread over the useful life of the capital improvement. If the increase is granted it shall not be considered rental and calculated in cost of living increases. In any event, no increase authorized by this section shall exceed fifteen (15%) percent of the tenant's rent.
- c. Prior to any such appeal to the Board provided for in paragraphs a. and b. of this section, a landlord must post in the lobby of each building or if no lobby is present, in a conspicuous place in and about the premises a notice of the appeal setting forth the basis for the appeal. The notice must be posted for a least fifteen (15) days prior to the proposed date of appeal. He shall also send a separate notice by regular and certified mail return receipt requested to each tenant at least fifteen (15) days prior to the proposed date of the appeal. Landlord must also submit to the Board a certification from the Code Enforcement Officer of Shrewsbury Township that the building and grounds are in substantial compliance with the Municipal Property Maintenance Ordinances, Uniform Construction Code, Hotel and Multiple Dwelling Law and with regard to any applicable statutes.

§5 Rent Leveling Board Established.

There is hereby created a Rent Leveling Board within the Township of Shrewsbury. The Board shall consist of three (3) regular members and two (2) alternate members. The members of the Board shall be appointed by the governing body and their terms of office shall be for a period of one year each, with each member serving without compensation.

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Except as provided herein, the powers herein granted to the Rent Leveling Board are advisory powers and its actions shall be subject to review by the governing body of the Township hereinafter provided.

The Board shall elect among themselves a Chairperson at the first annual meeting of the Rent Leveling Board, which it is called. The Township Committee shall appoint a paid Board Secretary and legal counsel when needed. The Construction Official, Housing Inspector and/or Code Enforcement Officer may be called for specific reasons when needed by the Board and in its discretion. The Board shall be subject to Open Public Meeting Act.

§6 Rent Leveling Board: Powers.

The Rent Leveling Board is hereby granted, and shall have and exercise, in addition to other powers herein granted, all the powers necessary and appropriate to carry out and execute the purposes of this Ordinance, including but not limited to the following:

- a. To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this Ordinance, which rules and regulations shall have the force of law until revised, repealed or amended by the Board in the exercise of discretion, providing that such rules are filed with the Township Clerk.
- b. To supply information and assistance to landlords and tenant to help them comply with the provisions of this Ordinance.
- c. To hold hearings and adjudicate applications from landlords for additional rental and surcharges.
- d. To hold hearings and adjudicate applications and complaints from tenants for reduced or improper rentals. The Board shall give both landlord and tenant reasonable opportunity to be heard before making any determination.
- e. Upon application the Board may in its discretion issue written advisory opinions as to any issue of jurisdiction on any future potential matter. The opinion shall not be binding but shall be advisory in nature and provide guidance for future actions.

§7 Appeal.

Both landlord and tenant may appeal in writing the findings of the Board to the governing body within twenty (20) days from the date of the determination. The Township Committee shall hold a hearing on the record before the Board. Procedures for appeal and costs shall be determined in the Rules and Regulations of the Board.

§8 Tax Reduction; Tenant Credit.

In the event a tax appeal is taken by the landlord and the landlord is successful in the appeal and the tax is reduced, the landlord shall remit and tenant shall receive fifty (50%) percent of the reduction as applied to its tax portion, after deducting all expenses incurred by the landlord in prosecuting the appeal, within forty-five (45) days of receipt by the landlord of the monies or the crediting of such monies against the landlord's outstanding taxes. The landlord shall notify each tenant of such tax reduction and of the calculations involved in computing the tenant's credit, including the property tax for the dwelling place before the appeal, the reduced property tax for the dwelling place after the appeal, the number of square feet of all housing space in the dwelling, the tax decrease per square foot

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of housing space, the number of square feet occupied by the tenant, the credit to which the tenant is entitled and how it is being credited. The landlord shall provide the Board in writing with a detailed list of the items of expense incurred by him in prosecuting the tax appeal.

A tenant who has resided in housing space for less than the entire tax year to which a reduction pertains (hereinafter "tax year") shall be entitled to receive a percentage of the tax refund pertaining to his housing space which percentage shall be equal to the percentage of the tax year the tenant resided in the housing space.

With respect to any tenant who is entitled to a tax refund but whose whereabouts are unknown, the landlord shall, within forty-five (45) days after receipt by him of his tax refund or the crediting of such refund against outstanding taxes, deposit the tenant's portion in a bank account maintained by the landlord.

With respect to a tenant whose whereabouts are unknown, the landlord shall make a reasonable effort to ascertain such tenant's whereabouts, and refund to him any amounts to which he is entitled. If, after two (2) months from the date of the landlord's receipt of his tax refund or the crediting of such refund against outstanding taxes, he has been unable to ascertain the whereabouts of any tenant entitled to a refund, the landlord shall apply such tenant's portion of the tax refund for general maintenance purposes and/or making improvements to the common elements of the dwelling.

Within two (2) months after the expiration of the two (2) month period during which a landlord must attempt to locate a tenant whose whereabouts is unknown, the landlord shall expend, and shall provide details to the Board pertaining to the expenditure of, funds for general maintenance purposes and/or for making improvements to the common elements.

§9 Standards of Service.

During the term of this Ordinance, the landlord shall maintain the same standards of service, maintenance, furniture, furnishings and equipment in the housing space, dwelling and common areas as it provided or was required to do by law or lease or tenancy at the date the lease or tenancy was entered into or started. In the event the landlord fails to provide such services, tenants may petition the Board for a rent reduction.

§10 First Time Rental (Vacancy Decontrol).

The owner of housing space or dwelling being rented for the first time shall not be restricted in the initial rent he charges. Any subsequent rental increases, however, shall be subject to the provisions of this Ordinance.

§11 Precedence of Ordinance.

Should a lease entered into between the landlord and tenant prove to be in conflict with a Rent Leveling Ordinance, the Ordinance shall take precedence.

§12 Vacant Housing Decontrolled, Recontrolled.

Any housing space which is presently vacant or which will become vacant during or at the end of any lease term shall be decontrolled and the rent may be raised by the landlord. The rent to be charged to a new tenant as well as the rent previously charged for the same space shall be reported to the Rent

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Leveling Board within fifteen (15) days of renting the space. Upon being re-rented, the rental space shall be considered recontrolled to the same extent and under the same conditions as any space originally controlled.

Failure to report the information required within the fifteen (15) days specified shall result in the rental space remaining controlled to the same extent and under the same conditions as if it had not been vacant and any rental charged the new tenant in excess of that controlled rate shall be void.

§13 Complaint Against Landlord.

Any tenant filing a complaint with the Rent Leveling Board against the landlord shall be required to sign a complaint and appear before the Board to give testimony as requested by the Board. The landlord and/or his representative upon due notice shall be required to appear and give testimony. Any tenant appearing before the Board may select someone to represent them who need not be an attorney provided the person representing the tenant is authorized to do so in writing. Any person representing a tenant except an attorney is not permitted to charge a fee for his service. Any landlord who is incorporated or is an LLC must be with legal counsel when appearing on a landlord instituted complaint.

§14 Request for Information.

When the Rent Leveling Board shall request of any landlord any information with respect to any rental unit such information shall be provided to the Rent Leveling Board within fifteen (15) days of such request. Failure to report the information required within the fifteen (15) days specified shall result in the rental space remaining controlled to the same extent and under the same conditions as it had not been vacant and any rental charged the new tenant in excess of that controlled rate shall be void.

§15 Posting Required.

All landlords shall be required to have at all times a copy of the Rent Leveling Ordinance posted in the lobby or other conspicuous place in the premises or landlord and provide a copy to all tenants on the initial lease or tenancy or all existing tenants written 60 days of enactment of this Ordinance.

§16 Purpose.

This Ordinance being necessary for the welfare of the Township of Shrewsbury and its inhabitants shall be liberally construed to effectuate the purposes thereof.

§17 Senior Citizens and Disabled Protected Tenancy Act.

- a. Established. The Rent Leveling Board of the Township of Shrewsbury has been authorized and instructed to administer the provisions of the Senior Citizens and Disabled Protected Tenancy Act, Chapter 226 of the Laws of New Jersey 1981. The Rent Leveling Board of the Township of Shrewsbury has been instructed to report to the Mayor and Township Committee within thirty (30) days, its recommendations as to the fees which should be charged to owners seeking to convert properties to condominiums or cooperatives as provided in Section 16 of the Act. Until such time as the Rent Leveling Board has submitted its recommendations and the Mayor and Township Committee have had an opportunity to act thereon, it is necessary to establish interim fees for the processing of notices and applications and to otherwise administer the provisions of the Senior Citizens and Disabled Protected Tenancy Act.

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- b. Fees. The following fee structure is provided to cover the costs of the services to be provided by the Township of Shrewsbury under the provisions of the Senior Citizens and Disabled Protected Tenancy Act and are to be paid by the owners of properties sought to be converted to condominiums or cooperatives at the time such owners take steps to invoke the services of the Township under the Senior Citizens and Disabled Protected Tenancy Act:
 - 1. Five hundred (\$500.00) dollars for the application for conversion of structures, and
 - 2. Ten (\$10.00) dollars for each unit.
- c. Interim Fees to Remain in Effect. This ordinance shall take effect upon publication according to law and remain in effect until such time as an ordinance establishing permanent fees for the Township's services under the Senior Citizens and Disabled Protected Tenancy Act is adopted by the Mayor and Township Committee of the Township of Shrewsbury.

§18 VIOLATIONS AND PENALTIES.

- a. Penalties - §1 Rent Control and §17 Protected Tenancy.
 - 1. Any person violating any of the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine not to exceed two thousand dollars (\$2,000.00) or be imprisoned for a term not to exceed ninety (90) days, community service not exceeding ninety (90) days or any combination thereof. Each day that any violation continues shall be considered a new and separate violation of this Ordinance.
 - 2. Upon recommendation to the Township Committee by the Rent Leveling Board that a violation be prosecuted, it shall be the duty of the Township Housing Inspector or Code Enforcement Officer to sign the complaint, within fifteen (15) days after the Township Committee has authorized the same by resolution.
- b. Graduation of Penalties for Offenses.
 - 1. Any person who violates any provision of the Ordinance shall and upon conviction for the first offense pay a fine of not more than seven hundred and fifty dollars (\$750.00) and for the second offense shall pay a fine of not more than one thousand five hundred dollars (\$1,500.00); and for the third offense shall pay a fine of two thousand dollars (\$2,000.00) dollars or be imprisoned for a period not more than ninety (90) days or community service not to exceed ninety (90) days or any combination thereof. Each and every offense shall be deemed to be and constitute a separate and distinct violation of this act.
 - 2. In addition to the penalties hereinabove provided in the case of conviction under this Ordinance, upon any four (4) convictions for violations of this act, the premises in or upon which the violations occurred shall be deemed a nuisance and the owners, tenants and occupants of such premises shall be liable for the penalties and additional penalties provided for the maintenance of nuisances and in accordance with such acts made and provided.
 - 3. Any person who is not in willful violation of this Ordinance, but still violates this Ordinance

REGULAR MEETING MINUTES

shall first be given twenty (20) days written notice by the Shrewsbury Township Code Enforcement Officer to cease the aforesaid violation before a complaint is filed against the landlord. This does not include complaints filed by tenants before the Rent Leveling Board claiming an illegal rent increase by the landlord or requesting a reduction in rent for reduced services. In those cases, the complaint filed by the tenant before the Rent Leveling Board and served upon the landlord shall be sufficient notice of violation. A willful violation is considered a direct violation of a Board decision or Court order.

BE IT FURTHER ORDAINED, that all Ordinances or parts of Ordinances which are inconsistent herewith are repealed, but only to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication.

EDWARD P. NOLAN, Township Committeeperson introduced the aforesaid Ordinance and LESTER J. JENNINGS, Township Committeeperson Seconded said Ordinance for introduction.

ROLL CALL

Affirmative: JENNINGS, PUHAK, AND NOLAN.

Negative: NONE.

Abstain: NONE.

Absent: NONE.

EDWARD P. NOLAN, Township Committeeperson, moved the aforesaid Ordinance for second reading for Public Hearing and upon closure of said Public Hearing moved for its final reading and adoption, seconded by GLENWOOD J. PUHAK, Township Committeeperson.

ROLL CALL

Affirmative: PUHAK, AND NOLAN.

Negative: NONE.

Abstain: NONE.

Absent: JENNINGS.

DATE INTRODUCED: September 25, 2018

DATE ADOPTED: October 9, 2018

EDWARD NOLAN, Mayor

REGULAR MEETING MINUTES

ATTEST:

TERI GIERCYK, RMC
Municipal Clerk

PUBLIC PORTION:

– Do I hear a motion to open the meeting to the public? Moved by Mayor Nolan seconded by Mr. Puhak

Ayes –Mr. Puhak, and Mayor Nolan.

No public comment.

– Do I hear a motion to close the meeting to the public? Moved by Mayor Nolan, seconded by Mr. Puhak.

Ayes – Mr. Puhak, and Mayor Nolan.

RESOLUTIONS:

Township of Shrewsbury
Resolution #2018-96

Resolution of the Township Committee of the Township of Shrewsbury Authorizing the Solicitation of Fair and Open Proposals for Professional Services for the 2019 Calendar Year for the positions of Township Engineer, Township Attorney, Township Auditor and Township Bond Counsel

Whereas, the Township Committee of the Township of Shrewsbury seeks to obtain professional services for Township Attorney, Township Bond Counsel, Township Auditor and Township Engineer through the Fair and Open Process,

Now therefore be it resolved, by the Mayor and Township Committee of the Township of Shrewsbury, County of Monmouth, State of New Jersey as follows:

1. That notices for the services of Township Attorney, Township Bond Counsel, Township Auditor and Township Engineer shall be published on the Township website commencing October 23, 2018,
2. That the proposals conform to the application packets attached.
3. That the application packages be submitted no later than November 27, 2018 at 10 am, at Shrewsbury Town Hall, 1979 Crawford Avenue, Shrewsbury Township, NJ

Name	Motion	Second	Ayes	Nays	Abstain	Absent
Jennings						X
Puhak		X	X			

REGULAR MEETING MINUTES

Nolan	X		X			
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ATTEST: I hereby certify the foregoing to be a true copy of a resolution adopted by the Township Committee of the Township of Shrewsbury, County of Monmouth, State of New Jersey at a meeting held on October 9, 2018

Teri Giercyk, RMC
Clerk

Edward Nolan
Mayor

Township of Shrewsbury
Resolution #2018-97

Resolution Authorizing Hold Harmless Agreement between Shrewsbury Township and Shrewsbury Borough concerning use of equipment

WHEREAS, Shrewsbury Township has undertaken a number of Shared Service Agreements and arrangements with neighboring towns for shared services and goods and property for the benefit of Shrewsbury Township; and

WHEREAS, Shrewsbury Borough has offered to provide to Shrewsbury Township on an as-needed basis a portable generator DTID: FM448443070001 and a flatbed trailer DTID: W81MRB41780007B; subject to a Hold Harmless Agreement.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Township Committee of the Township of Shrewsbury hereby authorizes a Hold Harmless Agreement with Shrewsbury Borough for the use of certain equipment as stated above, and as attached as Exhibit A.

Name	Motion	Second	Ayes	Nays	Abstain	Absent
Jennings						X
Puhak		X	X			
Nolan	X		X			

I hereby certify the above to be a true copy of the resolution adopted by the Township Committee at the Regular Meeting held on October 9, 2018.

REGULAR MEETING MINUTES

Teri Giercyk, RMC
Municipal Clerk

Edward P. Nolan
Mayor

Township of Shrewsbury
Resolution #2018-98
Payment of Bills

The Township Committee of the Township of Shrewsbury hereby authorizes payment of the Bills in the amount of **\$12,498.68.**

Name	Motion	Second	Ayes	Nays	Abstain	Absent
Jennings						X
Puhak		X	X			
Nolan	X		X			

I hereby certify the above to be a true copy of the resolution adopted by the Township Committee at the Regular Meeting held on October 9, 2018.

Teri Giercyk, RMC
Municipal Clerk

Edward P. Nolan
Mayor

NEW BUSINESS: The November 12th meeting will be moved to Sunday November 11th at 1 P.M.

PUBLIC PORTION:

– Do I hear a motion to open the meeting to the public? Moved by Mayor Nolan seconded by Mr. Puhak.

Ayes – Mr. Puhak, and Mayor Nolan.

No public comment.

– Do I hear a motion to close the meeting to the public? Moved by Mayor Nolan, seconded by Mr. Puhak.

Ayes – Mr. Puhak, and Mayor Nolan.

DATE OF NEXT MEETING: Regular Meeting October 23, 2018 at 7:00 PM.

ADJOURNMENT

REGULAR MEETING MINUTES

– Do I hear a motion to adjourn the meeting? Moved by Mayor Nolan, seconded by Mr. Puhak.

Ayes – Mr. Puhak, and Mayor Nolan.

Name	Motion	Second	Ayes	Nays	Abstain	Absent
Jennings			X			
Puhak		X	X			
Nolan	X		X			

October 23, 2018

Respectfully submitted,

Teri Giercyk, RMC
Municipal Clerk

Approved: _____
Teri Giercyk, RMC

Date