

**MINUTES OF A REGULAR MEETING OF THE BOARD OF
COMMISSIONERS OF THE TOWNSHIP OF HADDON, IN THE
COUNTY OF CAMDEN, NEW JERSEY, HELD JULY 28, 2026
IN THE MUNICIPAL BUILDING AT 7 PM**

A regular meeting of the Board of Commissioners of the Township of Haddon was convened in the Municipal Building, 135 Haddon Avenue, Westmont, NJ on Tuesday, July 28, 2026 at 7:00 PM.

Flag Salute

Mayor Teague announced that Chapter 231, Public Law 1975 requires adequate notice of this meeting be provided. This was done by placing Annual Notice in the Courier-Post and Retrospect Newspapers and by posting on the bulletin Boards of the Municipal Building.

ROLL CALL:	Mayor Teague	Present
	Commissioner Mulroy	Present
	Commissioner Linhart	Present

Chief Tim Hak, Lee Palo, Greg Fusco, PE, Jim Stevenson, Kate Burns and Justin Strausser, Esq. were present.

PROCLAMATION:

The following Proclamation was approved with a motion by Commissioner Mulroy, seconded by Commissioner Linhart, with all members affirmatively concurring:

- Proclamation Honoring the 30th Anniversary of Primo Water Ice

MINUTES:

Commissioner Mulroy moved, seconded by Commissioner Linhart that the Minutes of the Regular Meeting held on Tuesday, June 23, 2026 be approved, with all members voting in the affirmative.

ORDINANCES:

2ND READING/PUBLIC HEARING:

#1487 – Ordinance of the Township of Haddon, Adopting the Financial Agreement under N.J.S.A. et seq. Authorizing Tax Exemption and Payment in Lieu of Taxes Under N.J.S.A. 40A:20-1 et. seq. in Connection with the Rohrer Towers II Project

Commissioner Mulroy moved, seconded by Commissioner Linhart that the public hearing on the Ordinance would be open at this time, with all members voting in the affirmative.

There being no discussion on the matter, Commissioner Mulroy moved, seconded by Commissioner Linhart that the hearing be closed. Commissioner Mulroy moved, seconded by Commissioner Linhart that the Ordinance be adopted and recorded in the Ordinance Book for the Commissioners to sign.

ROLL CALL:	Mayor Teague	Aye
	Commissioner Mulroy	Aye
	Commissioner Linhart	Aye

2ND READING/PUBLIC HEARING:

#1486 – An Ordinance to Amend an Ordinance Authorizing Salaries to be Paid to the Employees of the Township of Haddon, County of Camden, State of New Jersey, Designating the Various Positions, Amounts of Salary and Time of Payment

Commissioner Mulroy moved, seconded by Commissioner Linhart that the public hearing on the Ordinance would be open at this time, with all members voting in the affirmative.

There being no discussion on the matter, Commissioner Mulroy moved, seconded by Commissioner Linhart that the hearing be closed. Commissioner Mulroy moved, seconded by Commissioner Linhart that the Ordinance be adopted and recorded in the Ordinance Book for the Commissioners to sign.

ROLL CALL:	Mayor Teague	Aye
	Commissioner Mulroy	Aye
	Commissioner Linhart	Aye

RESOLUTIONS:

The following Resolutions are approved by consent agenda, Resolution #2026-095 through Resolution #2026-103, with a motion by Commissioner Mulroy, seconded by Commissioner Linhart, with all members affirmatively concurring.

- #2026-095 - Bill Resolution (Payment of Claims)
- #2026-096 - Authorizing Tax Exemption 100% Permanent and Total Disabled Veteran Status for Block 28.12, Lot 45
- #2026-097 - Authorizing Appointment of Lucianna Alfonsi to Deputy Municipal Court Administrator Effective July 6, 2026
- #2026-098 – Authorizing Award of Contract for Emergency Tree Removal
- #2026-099 – Authorizing Award of Contract for Purchase of Water Meters
- #2026-100 – Authorizing the Re-Advertisement of Bids for Purchase of Chemicals (Bioxide)
- #2026-101 – Awarding Contract for Thomas Edison Elementary School Playground Fence Installation at 205 Melrose Avenue
- #2026-102 – Authorizing the Imposition of a Lien in Accordance with N.J.A.C. 5:23-2.32 & N.J.S.A. 40:48-1.1
- #2026-103 – Ratifying the MOA between the Township of Haddon and the Haddon Township Superior Police Officers, an Affiliate of PBA Local 257

OTHER BUSINESS: None

REPORTS FOR JUNE 2026:

The following reports for June 2026 were presented and ordered filed:

- Budget Status Report
- Revenue Report

COMMUNICATIONS:

Mayor Teague reported that we are going to extend the celebration of the 100th Anniversary for the Haddon Township Police Department since the Township received additional recognition from some of our State Legislatures as well as the Governor of New Jersey. Mayor Teague continues by reporting the Township Police received a letter from the 6th Legislative District recognizing the Haddon Township Police Department for their 100th year signed by Senator James Beach, Assembly Majority Leader Louis Greenwald and Assemblywoman Melinda Kane. The Township Police also received a resolution from the State Senate and the State of New Jersey Senate and General Assembly signed by Nicholas Kateri, President of the Senate, and Speaker Craig Coughlin of the General Assembly. Most recently, the Township received a letter from the Governor recognizing the 100th Anniversary of our Police Department. Mayor Teague reads the letter from Governor Mikie Sherrill in full:

“To the Haddon Township Police Department,

On behalf of the State of New Jersey, it is my honor to recognize the Haddon Township Police Department on the occasion of its 100th year of service. The Department's steadfast commitment to securing the safety and welfare of New Jersey's residents is truly inspiring.

As all residents of New Jersey know, safety, security, and peace of mind are core to what makes a town a truly great place to call home. The Haddon Township Police Department has not shied away from this duty. The Department has instituted numerous programs aimed at improving the quality of life for its residents, and has put a great emphasis on community engagement and service, including collaboration with local classrooms and the brand-new Props from Cops program. For this, you serve as a shining example of police departments that have gone above and beyond to ensure that your community continues to be safe and welcoming town.

As Governor, I would like to personally thank the countless Haddon Township officers that have made this possible. Each of your immeasurable contributions to the municipalities of Haddon Township and Audubon Park over the last century have not gone unnoticed, and you are owed a debt of gratitude from us all.

Congratulations on this milestone anniversary, and best wishes for continued success.

Sincerely,

Mikie Sherrill,
Governor"

Commissioner Linhart stated that he had a question. He reported that he was recently asked about Flock cameras. He recalled an email in January where someone outlined issues with Flock cameras, and stated that to Chief Hak, that he had spoken to this individual.

Chief Hak pointed out that Flock is a brand, a company. The technology is basically automatic license plate readers. The Township does not have Flock anymore. Commissioner Linhart stated so it is scanning data, is that correct?

Chief Hak pointed out that it is a state program. It's run and governed by the Attorney General's Office. We didn't create the program. We are involved in it. He stated to Commissioner Linhart, if you give me a specific concern, I can address it. He further pointed out the misinformation, feelings or thoughts of things regarding the cameras just aren't accurate.

Commissioner Linhart stated the first question is, why does the Township have them, but Collingswood and Haddonfield don't have them? Commissioner further pointed out, he's been trying to get pedestrian signs and flashing beacon signs and he stated he has issues with that. And we just get Flock cameras put up there.

Chief Hak pointed out Township has had this technology for like 15 years. This technology has been around generally speaking. Chief Hak pointed out that the Commissioner named some agencies, and he doesn't want to get into other agencies, but these cameras are very widely used. They are governed by the State. When it comes to the Attorney General's Office, it's governed by laws, policy and regulations. They do all of that. When it comes to how and what can be shared, when it comes to the training, the use, how we can or can't access it, what companies can and can't do with it, it's all done from the State level down, and there's oversight and audit, just like every other law enforcement system. Chief Hak pointed out we have access to an incredible amount of data but it can't be accessed unless it's for legitimate, lawful purposes, which are all governed by the State of New Jersey. Chief Hak responded to Commissioner Linhart, this was done along with Commissioner Mulroy. Commissioner Linhart stated, he doesn't recall that coming across.

Chief Hak further pointed out there's a lot of technology the police use. He usually consults with the Public Safety Director on the technology and the uses; this is not new to law enforcement. It's getting a different view for different reasons, but it's not new. New Jersey is one of the strictest states and heavily monitored and audited. Things that may have happened in other places, I can't speak to. I could share at some point in time, if you wanted me but it is incredibly helpful. The police have solved a homicide, an attempted homicide, and all kinds of other situations. We've had people that were exposing themselves to our school children, just to name a few benefits. I did hear talk about this, so I went and did the research. Chief Hak reiterated, if you have specific concerns, I can address them.

Commissioner Linhart stated that the concern is, it kind of crosses the line. He further asked if it has anything to do with speeding? Chief Hak pointed out, the cameras can't issue any tickets; it doesn't capture anything like that.

Commissioner Linhart stated, the fact that it can be hacked into, can be a liability. Commissioner Mulroy then stated, so it's a theoretical concern for you, not anyone else.

Chief Hak reiterated, this being a state program makes it even harder. The regulations behind the State and if you consider the amount of data law enforcement agencies have, the security features, I would argue it's probably more secure and probably harder to be hacked. Chief Hak further pointed out, our cameras are not wi-fi they are cell service.

Commissioner Linhart stated his concern that ICE would have access to the information. Chief Hak pointed out they do not.

Notice of Appeal of Rent Control Board Decision Hearing

Mayor Teague offers to turn this section over to Commissioner Linhart since this falls under his Directorship or he stated he can do it if Commissioner Linhart prefers.

Mayor Teague started the hearing with Adrienne Lepore from the Law Firm, Goldstein Lepore LLC in Livingston, New Jersey. Ms. Lepore reported that she submitted a package. The Landlord, the owner of Haddonview, applied for a major capital improvement application for the modernization and replacement of nine elevators and installation of three generators, one for each of the three towers on the property. That was done in October 2024. The landlord and tenants, through a Tenants Association, who the landlord has dealt with in the past, negotiated over the course of at least a year. She further pointed out to Mayor Teague, that she believes he may have been involved a little bit to help facilitate negotiated settlement agreement with the Tenants Association that allowed for the recovery of the capital improvement surcharge over a 20-year period, and called for a \$6.00 per room assessment. Initially they appeared before the Rent Control Board in June 2025 to present the settlement for approval. She mentions initially there was no landlord member representative or alternate landlord member on the Rent Control Board. They waived that conflict thinking the Board involved was only going to essentially rubber stamp the agreement because a resolution was needed so that the surcharge could be put in place and we can notify the tenants of the surcharge. This is very similar to a settlement agreement you would have in court. You just file it and say it's settled. Doesn't require the approval of the court, except that in this instance we needed the resolution. The Board did not uphold the agreement. They refused to approve the agreement. We said we wanted it submitted to a fair Board with a landlord representative. By that time, it was January 2026, for appointment of Landlord Representative. March 2026, the agreement was resubmitted to the Board. Ms. Lepore backtracked to June 2025. She stated there was a room full of tenants and nobody got up and said they didn't agree with the agreement. There was one tenant that stood up and spoke, she had questions about the application itself, but not disapproving the agreement. It still was not approved. When they resubmitted the application in March 2026 to be the agreement on the record again, the Board again votes to not uphold the agreement. The reason the Board gave is that it did not comport with the Township Ordinance. They referenced two provisions that they interpreted differently than we did. The Capital Improvement surcharge that we submitted included the application asked for 6% interest over 20 years. The Landlord did not finance the Capital Improvement. The Landlord used cash from their operating account. Ms. Lepore references 1997, the landlord replaced the same nine elevators, and submitted a similar capital improvement application, and the same Tenants Association, even though the same members, negotiated through their attorney at the time a settlement agreement. It provided 5% also on unborrowed money, cash amount agreement counts over an 18-year period, knowing that, the landlord in 2020, when it started the improvements again, used cash rather than financing the application because the Board has already approved an agreement that was the same for the same project. And we come before the Board and the Board said you can't recover the interest that you lost.

Ms. Lepore stated, 1) that is lost interest that could have been in the operating account that would be used for the property and 2) the Board read the Ordinance to say that the recovery period must be 27 ½ years, which is what the landlord claims on this tax return for federal depreciation purposes. That is a recovery period that is used for tax; it has nothing to do with the useful life. With the two different interpretations of those two provisions what we disputed, they said we are not going to uphold your agreement. They approved the capital improvement, it was stipulated the application was complete, the work was necessary, the costs were documented and reasonable and that the owner was entitled to recover a surcharge. The questions are, does the Rent Control Board have the authority to

disapprove the settlement agreement? We say no, just like a court wouldn't. I can tell you no one at the March hearing objected to the settlement agreement. Nobody objected to the settlement agreement in June. One tenant raised an objection in March, and she did not raise the same objection in June. Ms. Lepore brings up to their detriment, on the Board's approval of a prior agreement that was even worse off for the tenants in that agreement. They were allowed to recover 5% interest on non-financed money over an 18-year period, once it was negotiated and approved and settled, it was approved by the Board. Courts encourage settlements and they don't get into the nitty gritty of it. Even if the Board's interpretation of the Ordinance is correct, the Board should have been stopped from disallowing that agreement, because the landlord, same landlord, same Tenants Association, the landlord relied, to their detriment, on the prior agreement. Ms. Lepore reads from the Ordinance, the purpose of this Ordinance is to serve the interests of tenants, landlords, and the Township of Haddon, and by assuring landlords' rental income, that we yield a fair return on their investments while affording them an opportunity to make expenditures designed to upgrade the quality of the housing stock, and when they do that by way of a major capital improvement, the Ordinance requires them to do that at the least cost to the tenant. By choosing to take their own money and pay for it out of pocket, and only asking to recover 1.19% interest, which isn't even the total amount they would lose from their operating account, they've done that at the least cost. What the Board is saying, not only would they disallow that recovery, but they would require you to do something that would cost the tenants more because if the landlord took out a loan for 6%, the entire interest would have been calculated into that surcharge. We did the math, so even if it was over 27 ½ years, had it been 6% interest, the per room charge to the tenants would have been \$9.00 and change, as opposed to the \$6.00 that they agreed to and way more than the \$3.00. We are just looking for the Board of Commissioners to say the Rent Control Board should never have disapproved a settlement agreement in the first place. The major capital improvement provision is meant to make the landlord whole. It's meant for the landlord to recover all of their costs, and interest lost is a cost.

Commissioner Linhart stated 50%. Ms. Lepore replies no. The 50% is when the landlord is not taking care of their property, and they have to be ordered by the municipality to make the repair. Commissioner Linhart responded, I thought the Ordinance said that you can recoup 50% of capital projects that meet that criteria. Ms. Lepore responded no, it says only if they are mandated. Commissioner Linhart asked, weren't the elevators mandated?

Ms. Lepore responded, no, the elevators were not mandated. They were necessary because they were old and they were failing, and it was time, but they weren't mandated by the municipality. They are entitled to recover the entire cost of the improvement and that cost includes the interest. Without that recovery, the landlord's losing \$75,000 per year from his operating costs; that \$75,000 per year should be going back into the property to maintain the property and according to the Board they should be able to recover. She reiterated, if they did finance, they would have more money in their pockets and the tenants would be paying substantially more. The landlord chose to go the least costly route for the tenants, not for themselves, because they would have that money back in their pockets.

Mayor Teague asked if there is any case law on this specific issue. Ms. Lepore said no. Mayor Teague stated so in general, it's an interest of self-financing versus financing. Ms. Lepore stated that her client had the same issue in Elizabeth, where he applied for a major capital improvement. He self-financed, he appealed, and the court allowed the interest. There was an opinion but it was unpublished. It was appealed to the Superior Court, and they decided in their favor.

Ms. Lepore said the second issue the Board took issue with was the recovery period. There was an expert that testified the elevator would need to be replaced in 20 years and the useful life of the elevator is 20 years. Applying a 27 ½ year recovery period, that it's not going to last 27 ½ years and the tenants will still be paying the first surcharge when the second surcharge hits. That was not the intent of the Ordinance, and it was the Ordinance that required the landlord to submit their tax returns showing what the item was listed as for depreciation on their federal tax returns was really a reporting issue to show that depreciable item that they disclosed it on their taxes. But the Internal Revenue Code doesn't make any opinion, decision, or comment about the actual life of a useful elevator. That was done by an expert; it wasn't disputed by anybody. The Ordinance says, with regard to a useful life in Chapter 189-12, that the Board shall establish an amortization period. They declined to establish an actual period based on the testimony. She reiterated, you don't need to even decide those issues, not for this landlord, not for another landlord. But if you decline to uphold the agreement, then we ask that you read the Ordinance in the way that it makes the most sense in the way that it's written, in that the landlord's full cost, which is the extra 1.19% interest, be included, and they should be able to recover it over the actual useful life of the elevator.

Commissioner Linhart asked if they have a copy of their application. Ms. Lepore said it's extremely thick and she has a partial copy.

Mayor Teague asked if their expert put anything in writing as to that testimony or was that just testimony given? Ms. Lepore stated there is a certification attached to the brief that was submitted to the Board.

Commissioner Linhart wanted numbers from the application. She once again explains the calculations and stated the Board, when they denied the interest and expanded it over 27 ½ years, came up with a calculation of \$3.88 per room.

Commissioner Mulroy asked if the settlement agreement was prepared by an attorney? Ms. Lepore responded yes, that she prepared the agreement. She said she did not negotiate it. She further pointed out the negotiation between landlord and tenant was going on behind the scenes, she was not part of that.

Mayor Teague asked if the notice of appeal was sent to all the tenants. Ms. Lepore replied, yes. Mayor Teague asked if it was sent to the Rent Control Secretary. Ms. Lepore replied, yes. Commissioner Mulroy pointed out it was sent to Magi Liebe and she is not the Rent Control Board Secretary anymore.

Mayor Teague stated, the filing and hearing of all appeals to the governing body of this section shall be conducted in accordance with the Code of the Township and I did not see anything in our code that references how to conduct a hearing for our purposes. The assumption is based on our response, you will either agree with it, and if not, then I assume it can be appealed to Superior Court? I believe there are some tenants here from Haddonview, and maybe others impacted. I'm not sure to the extent they get to testify? (Mayor looks to Justin Strausser, Esq.) Do they get to testify? Do they get to provide a written opposition? Mr. Strausser responded, yes.

Commissioner Mulroy reiterated the issues presented by Ms. Lepore.

There is a brief discussion about 1997 application and Commissioner Mulroy stated that even if that Board back in 1997 misapplied the Ordinance by and ruled the way they did back then, that is the Board is collaterally estopped from doing anything differently because your client relied upon what the Board did back in 1997, correct, to their detriment, and you keep saying that is a collateral estop, correct? Ms. Lepore sites an example, a building code official issued a permit to somebody that was not legally allowed, and it wasn't allowed under law, but they were estopped, and the case is very clear, that even if the municipality makes a mistake and doesn't apply the law correctly, if they tell the landlord one thing and the landlord does something and relies upon it, then they would be estopped from reneging. Commissioner Mulroy to Mr. Strausser, do you agree that what public entities were not treated the same as private entities with collateral estoppel? Mr. Strausser replied yes and also the case cited is based on a permit, it is fundamentally different than an agreement that was approved 30 years ago and relying on that to not go through the same process again. Ms. Lepore stated, it is factually different but not fundamentally different.

Commissioner Mulroy stated he would like to see a copy of that judicial decision from Elizabeth so he can compare and contrast the Elizabeth Ordinance versus ours. Ms. Lepore said she can also provide the 1997 resolution as well.

Mayor Teague requests everything be submitted to Mr. Strausser and then he can distribute it.

Justin Strausser, Esq. swears in Michelle Ayers, 7 MacArthur Blvd., Apt. 745 – Ms. Ayers is rebutting what Ms. Lepore said for the tenants basically. As you know, I have been before you before, asking that the Rent Control Board follow the Ordinance. We had the issue 3 or 4 years ago now of the CPI being done incorrectly even though the Ordinance had the correct information. When this came up, I thought I better look at the Ordinance and the Application which I did in January 2025. I found a bunch of questions yet to this day, I have not had answered. I went before the Rent Control Board and asked them to review the Ordinance and the Application and that's all the tenants have for due process. When the Haddonview Tenants Association negotiated the quote settlement, the tenants were not made aware of it until afterwards and I feel like our due process was violated. She mentioned to the President of the Tenants Association to just let the process play out; let the Rent Control Board do their job. Look at the Ordinance, look at the Application and come up with what they believe was in line with what the Ordinance said. That's exactly what they did. I urge you to get their records so you know how, Kim Monzo, a member of the Board, came up with that decision. We were unaware of this as it became known as the "backdoor deal" to come up

with a lower rate, which of course was fine but then when the Rent Control Board looked at the Ordinance and the Application and came up with a much lower rate based on what is allowed in the application, we felt that was the right thing to do because it is following the Ordinance. The settlement is not following the Ordinance. She reiterated she is not a lawyer, I am just stating all we have to go on, which is the rule of law as private citizens. Mayor Teague pointed out, as you know there are various interpretations of the law. Ms. Ayer said that is where we are at a disadvantage, we are relying on you to look at all those facts, from both sides to make a decision. I'm not sure what else I can offer at this point. Mayor Teague said Haddonview put on a good argument and we have to do our homework here but he is not ready to make a decision one way or the other. There is a lot I need to review so I can intelligently make a decision. Ms. Ayers stated, as long as the tenants' side is considered as well. Like I said, I feel our due process was violated, the tenants' association and the landlord did something we were not aware of. We were only made aware of it after the fact. We couldn't contribute questions. Commissioner Linhart asked, before the agreement was made, was it announced that there would be a discussion? Ms. Ayers responded no. Everyone was glad it was \$6.00 but, in the back of my mind I was thinking let the process play out, and see what the Rent Control Board says. Because that hadn't happened yet. Mayor Teague asked, does the Tenants Association have the authority to make those types of decisions? Ms. Ayers responded, she has no idea you would have to ask the Tenants Association. I'm urging them to consider hiring an attorney for these kinds of things so we aren't left flatfooted. There is another surcharge that will land on your desk soon that was denied at the meeting last week. Commissioner Mulroy asked, the settlement agreement that has been provided to us by Haddonview is signed by a Grant Bayer, President. Ms. Ayers stated he is here. Commissioner Mulroy stated, I'm going to have to ask Mr. Bayer on it binding authority to everyone else. Mayor Teague asked Ms. Ayers if she submitted her paperwork to Haddonview. She responded no, she doesn't know what she is doing here. Mayor Teague responded, we are just trying to be fair to everybody. We are making that part of the record. I think it would be good practice to allow them to have a copy of that and they can see what you would have testified to. Ms. Ayers responded, I'll scan this and send it to you tomorrow and you can distribute it.

Grant Bayer, President of the Tenants Association was called to testify. **Justin Strausser, Esq. swears in Mr. Bayer.** Commissioner Mulroy stated a few minutes ago as you heard, Ms. Ayers used the term backdoor negotiations, so I wanted to give you an opportunity to tell this Board how you reached the settlement agreement with the Landlord and under what authority did you sign this settlement agreement to bind everybody in the building. Mr. Bayer responded, our By-laws allow us to have conversations with the Haddonview management people and we communicate on a weekly basis or monthly basis with issues that do come up. Listening to the period of time this elevator situation was going on, we had conversations with the Legow Management people about this, and there were two of us from the Board who did sit down and discuss with two or three people from the management side and we did have this conversation. We went from \$9.00 to \$6.00 per room blah blah blah and that was it. Mayor Teague asked, so you were elected by the Haddonview tenants to be on this Board and the by-laws give you the authority and one of your responsibilities to discuss various issues with management to present to the tenants. Mr. Bayer, said yes. Mayor Teague asked when you were having these conversations about the elevator and the cost for it, and the amount they would like to receive back for the surcharge, did interest come up in those conversations at all? Mayor Teague stated, I know it was in the Agreement. Mr. Bayer responded, not that I recall. Mayor Teague asked, did they mention they may self-finance? Mr. Bayer responded that did not come up. Mayor Teague asked, do you remember saying we are agreeing to pay a portion of interest. Mr. Bayer stated he doesn't recall interest even coming up. Mayor asked, maybe the percentage rate in that agreement? Mr. Bayer responded, as I recall the percents went from \$9.00 per room to \$6.00 per room. Mayor Teague asked, was the factor in that collection or reimbursement of interest. Mr. Bayer responded, not that I recall. Commissioner Mulroy asked, once there is a proposed agreement in place, is that agreement then transmitted to all the members or do you have an up or down vote on it? Mr. Bayer responded, anytime we have monthly meetings, every tenant is invited to attend that meeting and if there has been a discussion with the Haddonview Management, we bring that up at that meeting and that is part of our minutes. Mayor Teague asked, and everyone has notice of all those meetings? Mr. Bayer responded, yes, the meetings are up on the web and everyone has an opportunity to do that. The by-laws state that all of the tenants are eligible to be members of the Tenants Association? Mr. Bayer responded yes. Commissioner Linhart asked, do you have tenants that are not members? Mr. Bayer responded, yes and it doesn't matter if they pay dues or not, they are all invited to attend the meetings and we meet monthly. Commissioner Linhart asked if anyone has tried to create a different tenants association? Mr. Bayer responded not that I'm aware of. Commissioner Linhart stated this implies you are eligible to be a member but you are not required, meaning there are tenants that are not members? Mr. Bayer responded, that's right. Commissioner Linhart stated so the agreement that was made was potentially made on behalf of your members. Mr. Bayer said you can look at it that way, if

they don't attend the meetings. Mr. Bayer further pointed out if they can read, they can find out what is going on. Commissioner Mulroy stated, if I'm negotiating with someone, over disputed conditions, I would want to know the person I'm negotiating with has binding authority to enter into an agreement. How was it presented to the Landlord? In other words, this document was signed, did you say let me take it back to the membership, take their temperature and I will get back to you. Or I'll do my best efforts to get this approved, or was it, I have the authority to enter into this agreement? Mr. Bayer, responded, I think it was the later, we thought we had the authority to do that and we shared the results of our meetings and that's how it went.

David Legow is called to testify. **Justin Strausser, Esq. swears in Mr. Legow.** Mr. David Legow, one of the owners of Haddonview Associates reported, we had a few meetings with Grant. The Tenants Association gave a little, we gave a little, we came down about 1/3 and we arrived at a dollar number and built into that, round numbers, 1.2% interest. We didn't get into the nitty gritty but that's how the math worked to go from \$9.17 to \$6.00. I mentioned it and it was hard to follow but it did include some interest component, a very small amount. Roughly it comes out to 1.2%. We came up with a dollar amount that was acceptable. That's how we did it and it was over the course of several months. Grant had been speaking with other residents, and to my knowledge, presenting this to the tenants, at large or whoever attended the meeting. I know there were several meetings, this did not happen over a week or two; it was many months. Based on some of the history, with Alma Zwick who was the President of the Tenants Association, prior to her passing, that's how we did things. Very good relationship for 40+ years. Still do. Before we submitted the application to the Board, we gave it to the powers that be on the Tenants Association; as a courtesy, here is what we are going to do, let's work something out. And we filed it. Nobody was surprised. Nobody was bamboozled. All above board, we tried to work it out, that's what we do. Thought it was reasonable on both sides. The Tenants Association has been in effect since the 80's. I can't negotiate with every tenant; I would never get anything done. In the past, they had attorneys. It's actually easier for us if they have an attorney. They didn't want to get one and that is what I was left with. We tried to be reasonable. Mr. Legow directed to Mayor Teague, at some point, I believe you tried to facilitate. I think this is what it is all about. The Rent Control is to stop unreasonable increases. We made a big investment and there were things we did not apply for. We really spent around \$4 million, that's no small thing, the improvements were major. It was a big deal; it was even bigger than what we did in the 90's. Everything was replaced. Major generators, that take up two parking spaces. We did a lot of improvements and met the most stringent codes in New York and Pennsylvania. It took a while with COVID, had problems getting the stuff from overseas, but that's what happened and we thought it was a fair settlement. I didn't want to create problems and we worked it out. I think that is what this whole thing is about. Working things out so we don't have to spend money on lawyers, litigation and all that stuff. The Rent Control is supposed to be fair to both parties, not just the tenants. We couldn't convene a Board, it took years, and I'm trying to get some return on the \$4 million. I urge you to accept our deal. Mayor Teague asked the expert you had, typically engineers do an assessment of useful life for properties, and they tell you when you need to replace that component and sometimes it is different then what the IRS allows. Was that done? What was his background? Ms. Lepore responded, there was no dispute that he was an expert and that was the useful life. All of his credentials are in the paperwork. The transcript of the hearing is there even more than what was in his certification. He expands on it. Mr. Legow reports that he worked for the very senior guy at VDA, Van Dusen & Associates. Their whole job is elevator consultants. They went out and got the bids. They did the specs. They do the sign off to make sure the work is done correctly. They are the pros in the business. There's a handful of these companies. Look because it is beyond my capabilities. They know all the ins and outs. It's very complicated. So, he's a knowledgeable guy. It really started breaking down after about 18 or 19 years. It took a while to get everything ramped up, COVID didn't help and we had problems getting the contractors to get the job done. It occurred a few years after we would have liked. That's the way it goes. It sequences, you had to do one building at a time. Then go on to the next.

There being no further testimony, Commissioner Mulroy made a motion to close the public comment section of this hearing, seconded by Commissioner Linhart, with all members affirmatively concurring:

PUBLIC COMMENT

There being no further business on the agenda, Commissioner Mulroy made a motion to open the meeting for public comment, seconded by Commissioner Linhart, with all members affirmatively concurring:

Nick Braciszewski, 278 Bewley Road – Mr. Braciszewski reported it is his first time coming here. He's here to address confusion with Shade Tree Commission. Over the last couple

years, we have been experiencing extremely large limbs falling. Shade Tree gave two assessments in past year saying it needs to be trimmed. That is the farthest of have gotten. Not sure what the next steps are. My parents attended on my behalf last Wednesday. They said it was cancelled but they were able to talk to somebody. They said the next step would be to come to this meeting. Mayor Teague reported, the idea of the Shade Tree Commission is to save our trees. We were losing trees due to disease and people were cutting down trees. We created the Shade Tree Commission for the curbside trees. It enabled the Township to get funding to replace trees. In order to do that, we had to follow the State Statute and we had to create a Shade Tree Commission. They are their own entity. Mayor Teague stated, we can't overrule the Shade Tree. Mayor Teague reports, it's a pretty good Board. If you dispute something, go to Shade Tree, explain that to them and take some pictures. The best thing you can do if you really want this tree taken down, is have an arborist come out and evaluate the tree, have them give you a report and take that to Shade Tree. Mr. Braciszewski stated, my family believes we don't need the trees removed, but there are significant limbs at the top, and I have three young children and there are children all over our street. I believe my neighbor, Jakki Reeves, she's part of the PTA at Van Sciver, one of the tree limbs fell on the other side of the street and was 50 feet from her daughter which was a safety risk at this point. This is the third time and I cannot financially afford to remove a tree but according to the website, I'm not responsible for that. Mayor Teague responded, what I would do is take pictures and then go to the Shade Tree Commission. Mayor Teague reiterated your best move would be to get an arborist to go out and if they advise trimming, it is something the Township pays for and sometimes homeowners do it with our oversight. Pictures, Arborist and go to a meeting. Mr. Braciszewski reports he has a slip from the last assessment and it flat out says recommended trimming and that was pretty much it. He wasn't sure what the next steps are. Mayor Teague asked if one of the Shade Tree Members was out there. He said no, it's been during working hours when they come to do the assessment. Mayor Teague said ask when you go to the meeting, if they can come out and take a look at it with you.

There being no further public comments, Commissioner Mulroy moved to close the meeting for public comment, seconded by Commissioner Linhart, with all members voting in the affirmative.

ADJOURNMENT

There being no further business to discuss, Commissioner Mulroy moved, seconded by Commissioner Linhart, that the meeting be adjourned at 8:22 PM, with all members voting in the affirmative.

July 28, 2026

BOARD OF COMMISSIONERS

Dawn M. Pennock, Municipal Clerk

Randall W. Teague, Mayor

James Mulroy, Commissioner

Ryan Linhart, Commissioner