

Clerk

OPRA

From: Spammy Box <opra+request-63390-ee2047ea@requests.opramachine.com>
Sent: Tuesday, July 2, 2024 1:01 PM
To: OPRA
Subject: OPRA request - Copy of the legal complaint received by the township from The Reserves at Shackamaxon

Dear Scotch Plains Township,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

Copy of the legal complaint received by the township for the current lawsuit by The Reserves at Shackamaxon.

Yours faithfully,

ABC

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-63390-ee2047ea@requests.opramachine.com

Is opra@scotchplainsnj.com the wrong address for OPRA requests to Scotch Plains Township? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=scotch_plains_township

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/copy_of_the_legal_complaint_rece

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.



HILL WALLACK, LLP

James G. O'Donohue, Esq.

NJ Attorney ID No.: 019241984

21 Roszel Road

P.O. Box 5226

Princeton, New Jersey 08543-5226

Attorneys for Plaintiff, Enclave at Shackamaxon Condominium Association, Inc.

ENCLAVE AT SHACKAMAXON
CONDOMINIUM ASSOCIATION, INC.

Plaintiff,

vs.

TOWNSHIP OF SCOTCH PLAINS,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
UNION COUNTY

Docket No.:

Civil Action

COMPLAINT

Plaintiff, **ENCLAVE AT SHACKAMAXON CONDOMINIUM ASSOCIATION, INC.**, a New Jersey non-profit corporation, by way of complaint against defendant, **TOWNSHIP OF SCOTCH PLAINS**, states:

1. Plaintiff, Enclave at Shackamaxon Condominium Association, Inc. (hereinafter the "Association"), is a condominium association established pursuant to the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq., and by a certain Master Deed (the "Master Deed") and By-Laws (collectively the "Governing Documents"), which were recorded in the Office of the Union County Clerk on June 21, 2016 in Deed Book 6127 at Page 0238 et seq.

2. The Association is a qualified private community as defined by the Municipal Services Act ("the Act"), N.J.S.A. 40:67-23.2, et. seq., more specifically N.J.S.A. 40:67-23.2(e).

3. Defendant, Township of Scotch Plains (hereinafter "Township"), is a governmental entity of the State of New Jersey responsible, inter alia, for the provision of municipal services within the Township. .

4. The Township is required to negotiate a municipal services agreement for the Association pursuant to the Municipal Services Act, N.J.S.A. 40:67-23.3.

5. The Township was required to negotiate a municipal services agreement for the Association pursuant to the Municipal Services Act, N.J.S.A. 40:67-23.3 commencing in 2016, but the Township failed to do so, in direct violation of the law.

6. The Act requires the Township to provide certain services directly to the Association or to reimburse the Association for those services, namely: removal of snow, ice and other obstructions from the roads and streets; lighting of the roads and streets (to the extent of payment of electricity required); collection of leaves and recyclable materials along the roads and streets; and the collection or disposal of solid waste along the roads and streets.

7. Should a municipality decide to reimburse rather than provide the service, the Act (N.J.S.A. 40:67-23.5) requires the municipality to pay “the actual cost to the qualified private community of providing that service, but not exceeding the amount which the municipality would have expended on that service if it were provided directly by the municipality to the qualified private community.”

8. The Township has decided that rather than provide such services to the Association, it would reimburse the Association for such services.

9. Nevertheless the Township has failed to negotiate a fair municipal services agreement for the Association.

10. On or about May 3, 2018, counsel for the Association initially contacted counsel for the Township via formal correspondence demanding that the Township negotiate a municipal services agreement for the Association, and requesting that 1) a proposed form of the agreement be sent to counsel for the Association for review, and 2) that this matter be promptly placed on the

Township's agenda and a resolution adopted providing for the provision of reimbursement for services.

11. Counsel for the Township provided a proposed Municipal Services Agreement on or about January 9, 2020, following multiple requests by Counsel for the Association requesting a response for almost two (2) years.

12. Counsel for the Township provided a revised Township Municipal Services Agreement to counsel for the Association on or about November 5, 2021, almost one (1) year later.

13. The Township has refused to consider additional information provided by the Association's representatives regarding certain Township costs not included in the proposed Municipal Service Agreement from 2016 to date.

14. Defendant Township of Scotch Plains has not negotiated a municipal services agreement in good faith, nor has it included in its calculations all of the applicable costs incurred when determining the amount of reimbursement to the Association as of the date of this writing.

15. The amount of reimbursement now offered by the Township fails to comply with the requirement of the Act in that it is less than what the actual cost would be to the Township.

16. The Township thus has determined the amount of reimbursement in an arbitrary, capricious and unreasonable manner.

17. The Township's proposed amount of reimbursement therefore constitutes a violation of the Act and has deprived the Association and its residents of their statutory rights.

18. Such action therefore has damaged and will continue to damage the Association and its residents.

WHEREFORE, plaintiff, Enclave at Shackamaxon Condominium Association, Inc., seeks a court order compelling defendant, the Township of Scotch Plains, to:

- a. Declaring, pursuant to the Uniform Declaratory Judgment Act, N.J.S.A. 2A:16-50, et seq., that the actions of the Township of Scotch Plains constitute a violation of the Municipal Services Act, N.J.S.A. 40:67-23.2, et seq,
- b. Requiring the Township to properly reimburse the Association for such services at the actual cost to provide such services, pursuant to the Municipal Services Act, N.J.S.A. 40:67-23.2, et seq,
- c. Requiring the Township to properly calculated reimbursement for services.
- d. Awarding plaintiff damages.
- e. Awarding plaintiff prejudgment interest, attorneys' fees and costs of suit.
- f. Awarding plaintiff such other relief as the Court shall deem fair and just.

HILL WALLACK LLP

Attorneys for Plaintiff, Enclave at Shackamaxon
Condominium Association, Inc.

By: /s/ James G. O'Donohue
JAMES G. O'DONOHUE

Dated: February 16, 2023

DESIGNATION OF TRIAL COUNSEL

The plaintiff, Enclave at Shackamaxon Condominium Association, Inc., hereby designates James G. O'Donohue, Esquire as trial counsel in this matter.

CERTIFICATION PURSUANT TO R. 4:5-1

Pursuant to R. 4:5-1, the matter in controversy is not to my knowledge the subject of another action pending in the Superior Court of New Jersey. To the best of our belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, we know of no other parties that should be joined in the within action at the present time.

By: /s/ James G. O'Donohue
JAMES G. O'DONOHUE

Dated: February 16, 2023

CERTIFICATION PURSUANT TO R. 1:38-7(b)

I hereby certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

By: /s/ James G. O'Donohue
JAMES G. O'DONOHUE

Dated: February 16, 2023

Civil Case Information Statement

Case Details: UNION | Civil Part Docket# L-000541-23

Case Caption: ENCLAVE AT SHACKAMAX ON CONDOM
VS TOWNSHIP OF SC

Case Initiation Date: 02/16/2023

Attorney Name: JAMES G O'DONOHUE

Firm Name: HILL WALLACK LLP

Address: 21 ROSZEL RD PO BOX 5226
PRINCETON NJ 08543

Phone: 6099240808

Name of Party: PLAINTIFF : Enclave at Shackamaxon
Condomi

Name of Defendant's Primary Insurance Company
(if known): None

Case Type: OTHER Declaratory Judgment pursuant to NJSA 2A:16-50

Document Type: Complaint

Jury Demand: NONE

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

**Do you anticipate adding any parties (arising out of same
transaction or occurrence)?** NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: Enclave at Shackamaxon
Condomi? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

**Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:**

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

02/16/2023
Dated

/s/ JAMES G O'DONOHUE
Signed

