

ESSEX COUNTY - CIVIL DIVISION
SUPERIOR COURT OF NJ
465 MARTIN LUTHER KING JR BLVD
NEWARK NJ 07102

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 693-5529
COURT HOURS 8:30 AM - 4:30 PM

DATE: MAY 27, 2015
RE: VILLAGE KEEPERS INC VS THE MAPLEWOOD VILLAGE
DOCKET: ESX L -003586 15

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 4.

DISCOVERY IS PRESUMPTIVELY 450 DAYS BUT MAY BE ENLARGED OR SHORTENED BY THE
JUDGE AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST
DEPENDANT, WHICHEVER COMES FIRST.

THE MANAGING JUDGE ASSIGNED IS: HON DENNIS F. CAREY

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 003
AT: (973) 693-5583 EXT 5583.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: RICHARD S. SCHKOLNICK
BROWN MOSKOWITZ & KALLEN
180 RIVER ROAD
SUMMIT NJ 07901

JUGSMIS

Richard Schkolnick-027951989
BROWN MOSKOWITZ & KALLEN, P.C.
180 River Road
Summit, New Jersey 07901
(973) 376-0909
Attorneys for Plaintiff Village Keepers, Inc.

SUPERIOR COURT OF NJ
CIVIL DIVISION
ESSEX COUNTY

2015 MAY 26 P 3:37

VILLAGE KEEPERS, INC., a New Jersey nonprofit corporation,

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

Plaintiff,

Docket No.: L-3586-15

v.

Civil Action

THE MAPLEWOOD VILLAGE SPECIAL IMPROVEMENT DISTRICT, INC., THE TOWNSHIP OF MAPLEWOOD, a municipal corporation, AND MAPLEWOOD REDEVELOPERS, LLC, a New Jersey Limited Liability Company,

COMPLAINT IN LIEU OF PREROGATIVE WRITS

Defendants.

Plaintiff, Village Keepers, Inc., by way of Complaint against defendants, the Maplewood Village Special Improvement District, Inc., the Township of Maplewood, and Maplewood Redevelopers, LLC, alleges and says:

THE PARTIES

1. Plaintiff Village Keepers, Inc. ("Village Keepers") is a New Jersey nonprofit corporation with an address at 34 Park Road, Township of Maplewood, Essex County, New Jersey. Its purpose is to act as an advocate for Maplewood Village and it is committed to balancing the pursuit of development with the preservation of Maplewood Village's character.

2. Defendant the Township of Maplewood (the "Township") is a municipal corporation of the State of New Jersey, with its offices located at 574 Valley Road, Township of Maplewood, Essex County, New Jersey. The Township is the present owner of property

identified on the Township's tax maps as Block 13.09, Lot 181, commonly known as 156-160 Maplewood Avenue, Township of Maplewood ("the Property").

3. The former Maplewood Post Office building is currently located on the Property, as well as on adjacent properties. The Post Office ceased its operations on the Property on or about November 2013 and the building is now vacant.

4. In 1996 the Township created a special improvement district within the Township known as the Maplewood Village Special Improvement District ("the Special Improvement District").

5. The Property is located within the Special Improvement District.

6. Defendant the Maplewood Village Special Improvement District, Inc. ("the Alliance"), is a municipal entity created by the Township to enforce compliance with certain design criteria established by the Township for new construction, repairs, and renovations of properties located within the Special Improvement District.

7. Upon information and belief, Defendant Maplewood Redevelopers, LLC ("Maplewood Redevelopers") is a New Jersey Limited Liability Company with a business office located at 54 Horse Hill Road, Suite 201, Cedar Knolls, New Jersey.

BACKGROUND

8. On or about April 7, 2015, the Township Committee of the Township voted to designate Defendant Maplewood Redevelopers as the official redeveloper of the Property (and other adjacent properties) pursuant to New Jersey's redevelopment statutes.

9. On or about April 8, 2015, in furtherance of redevelopment efforts for the Property, the Alliance considered an application ("the Application") submitted by the Township

and/or Maplewood Redevelopers pursuant to Township Ordinance Section 237-9.1, et seq., the Design Criteria for the Special Improvement District (“the Design Criteria”).

10. Section 237-9.1(B)(6) of the Design Criteria provides specific standards when demolition is contemplated within the Special Improvement District, as follows: “Demolition: In keeping with the preservation element of the Township of Maplewood’s Master Plan, which recognizes the need to preserve structures of historical significance, no building within the [Special Improvement] district shall be demolished without its owner demonstrating **significant financial hardship** and without having a proposed alternative for new construction ... approved by [the Alliance] Design Review Committee, the [Alliance] and the Planning Board with proof of project financing, i.e., lease agreements, loan agreements, mortgage commitments, etc. except in the instances where the Uniform Construction Code requires the demolition of a fire-damaged building.”

11. The Application submitted by the Township and/or Maplewood Redevelopers to the Special Improvement District included the design of an entirely new building on the Property and called for the demolition of the existing post office building located on the Property.

12. At the Alliance meeting on April 8, 2015, a member of the Alliance’s Board of Directors made a motion to require the Township, as Property owner, and the Redeveloper, to comply with Section 237-9.1(B)(6) of the Township’s ordinances and make a showing of “significant financial hardship” to justify a demolition, prior to the formal review by the Alliance.

13. The motion to require compliance with Section 237-9.1(B)(6) and to require presentation of evidence of a “significant financial hardship” prior to demolition was defeated by the Alliance Board of Directors at its April 8 meeting (“the April 8 Decision”).

14. On or about May 6, 2015, the Alliance convened again and considered the Application, including the proposed new building on the property which required demolition of the existing Post Office building. The Alliance voted at its May 6 meeting to approve a building design that encompassed a new building on the Property and the demolition of the existing structure on the Property (“the May 6 Decision”).

15. At the May 6 meeting, the Alliance did not require the Township, as owner, or Maplewood Redevelopers, as designated Redeveloper, to make a showing of “significant financial hardship” prior to demolition, or to otherwise require the Property owner or designated redeveloper to comply with the remaining requirements of Section 237-9.1(B)(6) concerning project financing.

16. Neither the Township nor Maplewood Redevelopers complied with Section 237-9.1(B)(6) at either the April 8 or May 6 Alliance meetings.

COUNT ONE

(Violation of Township Ordinance Section 237-9.1(B)(6): Failure to Require or Provide a Demonstration of “Significant Financial Hardship”)

17. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 to 16 of the Complaint as if set forth at length herein.

18. The Alliance’s April 8 Decision, in which it denied a motion to require the Township and Maplewood Redevelopers to present evidence of “significant financial hardship” prior to demolition of an existing structure within the Special Improvement District, violates Township Ordinance Section 237-9.1(B)(6).

19. The Township and Maplewood Redevelopers did not present evidence of “significant financial hardship” or otherwise comply with the requirements of Section 237-9.1(B)(6) at the Alliance meetings held on either April 8, 2015 or May 6, 2015.

20. The Alliance, the Township, and Maplewood Redevelopers individually and collectively violated Township Ordinance Section 237-9.1(B)(6).

WHEREFORE, Plaintiff demands judgment against the Defendants the Alliance, the Township, and Maplewood Redevelopers as follows:

A. For an Order setting aside the Alliance's April 8 Decision and May 6 Decision as contrary to law;

B. For an Order setting aside the Alliance's April 8 Decision and May 6 Decision as null, void and without legal effect;

C. For an Order remanding the Application to the Alliance and declaring that the Alliance must reevaluate the Application and consider Ordinance Section 271-9.1(B)(6) in its deliberations; and

D. For such other and different relief as the Court may deem just and equitable.

COUNT TWO

(Violation of Township Ordinance Section 271-9.1(F) and the Maplewood Village Post Office Redevelopment Plan)

21. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 20 of the Complaint as if set forth at length herein.

22. Township Ordinance Section 271-9.1(F), captioned "Design Review Process," requires that all work within the Special Improvement District, including new construction, be approved by the Alliance prior to the start of such work.

23. General Provision 8 of the Maplewood Village Post Office Redevelopment Plan, adopted by the Township Committee on July 16, 2013, requires that "any site plan shall be provided to [the Alliance] for its review and approval prior to submission to the Maplewood Planning Board."

24. The plans submitted to the Alliance and considered by the Alliance at its May 6, 2015 meeting were not a site plan, but only a building design plan without adequate site plan details.

25. At its meeting on May 6, 2015, the Alliance approved the Application and forwarded it to the Planning Board, even though the supporting documents did not include a site plan.

26. At its meeting on May 6, 2015, the Alliance authorized new construction within the Special Improvement District without having reviewed an actual site plan.

27. At its May 6, 2015 meeting, the Alliance did not require a showing of "significant financial hardship" as required by Section 271-9.1(B)(6) prior to its authorization of new construction.

28. The Alliance's authorization of work without requiring a showing of "significant financial hardship" and without requiring the additional documentation required by Section 271-9.1(B)(6) violates both Section 271-9.1(B)(6) and Section 271-9.1(F), and is arbitrary, capricious, and without a basis in law or fact.

29. The Alliance's authorization of new construction and approval of the Application without reviewing and approving a site plan violates General Provision 8 of the Maplewood Post Office Redevelopment Plan.

WHEREFORE, Plaintiff demands judgment against the Defendants the Alliance, the Township, and Maplewood Redevelopers as follows:

A. For an Order setting aside the Alliance's April 8 Decision and May 6 Decision as contrary to law;

B. For an Order setting aside the Alliance's April 8 Decision and May 6 Decision as null, void and without legal effect;

C. For an Order remanding the Application to the Alliance and declaring that the Alliance must reevaluate the Application and consider Ordinance Section 271-9.1(B)(6) in its deliberations;

D. For an Order remanding the Application to the Alliance and declaring that the Alliance must reevaluate the Application and consider Ordinance Section 271-9.1(B)(6) and General Provision 8 of the Maplewood Village Post Office Redevelopment Plan in its deliberations; and

E. For such other and different relief as the Court may deem just and equitable.

COUNT THREE

(Arbitrary and Capricious Action)

30. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 29 of the Complaint as if set forth at length herein.

31. In its deliberations on the Application on both April 8, 2015 and May 6, 2015, the Alliance failed to make any written decision, findings of fact or conclusions of law concerning the basis for its decisions.

32. The Alliance's approval of the Application was arbitrary and capricious, unreasonable, and contrary to law and to the testimony and evidence presented.

WHEREFORE, Plaintiff demands judgment against the Defendants the Alliance, the Township, and Maplewood Redevelopers as follows:

A. For an Order setting aside the Alliance's April 8 Decision and May 6 Decision as contrary to law;

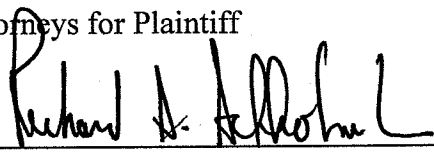
B. For an Order setting aside the Alliance's April 8 Decision and May 6 Decision as null, void and without legal effect;

C. For an Order remanding the Application to the Alliance and declaring that the Alliance must reevaluate the Application and consider Ordinance Section 271-9.1(B)(6) in its deliberations;

D. For an Order remanding the Application to the Alliance and declaring that the Alliance must reevaluate the Application and consider Ordinance Section 271-9.1(B)(6) and General Provision 8 of the Maplewood Village Post Office Redevelopment Plan in its deliberations; and

E. For such other and different relief as the Court may deem just and equitable.

BROWN MOSKOWITZ & KALLEN, P.C.
Attorneys for Plaintiff

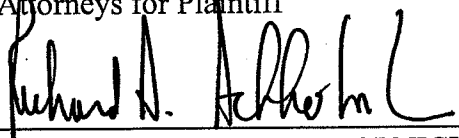
By: 
RICHARD S. SCHKOLNICK

Dated: May 26, 2015

R. 4:5-1 CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other action or arbitration; nor is any such action or arbitration contemplated to be commenced. I also certify that I am not aware of any other parties who should be joined in this litigation at this time.

BROWN MOSKOWITZ & KALLEN, P.C.
Attorneys for Plaintiff

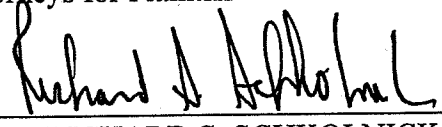

RICHARD S. SCHKOLNICK

Dated: May 26, 2015

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Richard S. Schkolnick, Esq., is hereby designated as trial counsel.



BROWN MOSKOWITZ & KALLEN, P.C.
Attorneys for Plaintiff

By: 

RICHARD S. SCHKOLNICK

Dated: May 26, 2015

Appendix XII-B1

	<h2 style="margin: 0;">CIVIL CASE INFORMATION STATEMENT</h2> <h3 style="margin: 0;">(CIS)</h3> <p style="margin: 5px 0 0 0;">Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed</p>		FOR USE BY CLERK'S OFFICE ONLY
	ATTORNEY / PRO SE NAME Richard S. Schkolnick, Esq.		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA
	TELEPHONE NUMBER (973) 376-0909		CHG/CK NO.
	COUNTY OF VENUE Essex		AMOUNT:
FIRM NAME (if applicable) Brown Moskowitz & Kallen, P.C.		DOCKET NUMBER (when available) L-3586-15	OVERPAYMENT:
OFFICE ADDRESS 180 River Road Summit, New Jersey 07901		DOCUMENT TYPE Complaint	BATCH NUMBER:
NAME OF PARTY (e.g., John Doe, Plaintiff) Village Keepers, Inc., Plaintiff		CAPTION Village Keepers, Inc., Plaintiff v. the Maplewood Village Special Improvement District, Inc., The Township of Maplewood, and Maplewood Redevelopers, LLC, Defendants.	
CASE TYPE NUMBER (See reverse side for listing) 701	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input type="checkbox"/> UNKNOWN	
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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, FOR WHAT LANGUAGE?	
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 <i>Rule 1:38-7(b)</i> .			
ATTORNEY SIGNATURE: <i>Richard S. Schkolnick</i>			



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN | 289 REGLAN |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 278 ZOMETA/AREZIA | 291 PELVIC MESH/GYNECARE |
| 279 GADOLINIUM | 292 PELVIC MESH/BARD |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 282 FOSAMAX | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 285 STRYKER TRIDENT HIP IMPLANTS | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 286 LEVAQUIN | 297 MIRENA CONTRACEPTIVE DEVICE |
| 287 YAZ/YASMIN/OCELLA | 601 ASBESTOS |
| 288 PRUDENTIAL TORT LITIGATION | 623 PROPECIA |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category Putative Class Action Title 59