

Re: Society Hill at Piscataway - Confidentiality Agreements/Code of Ethics**Kevin Wine** <kwine@societyhillatpiscataway.org>

Mon, Jan 19, 2026 at 10:26 PM

To: "Borth, Laura" <LBorth@beckerlawyers.com>, "Bucca, Tana" <tbucca@beckerlawyers.com>

Cc: "board@societyhillatpiscataway.org" <board@societyhillatpiscataway.org>, Sonia Danquah

<sonia.danquah@fsresidential.com>

Laura, Tana,

I meant to respond to your email earlier but have had a lot going on.. sorry for the delay.

I don't know the extent to which you have been updated on the past history of the various confidentiality and ethics agreements. The first document, the "Board Member Confidentiality Agreement" was presented to us a few months ago for signature. It was a highly edited version of a prior such agreement that was approved by the board somewhere in mid-2024 I believe. To the best of my recollection, the new version that you forwarded to us has not been approved by the Board. It is possible it was and I'm not remembering, in which case I'm sure someone will point that out. Obviously if it was not approved by the Board as a whole then I don't think it is ready for trustee signing, and I will not be signing just like the last time it was presented to us.

Board approval aside, there are numerous issues I have with the agreement that would preclude my signature.

1. The condominium service industry is well known for "gifts" and various incentives given to decision makers in exchange for various favors. I do not like or approve of this practice, whether it is board member, management, employees, or anyone in a decision making capacity or in a position to substantively influence decision making. While I will complain below about other provisions of this agreement as being too broad, on this one I will complain that it is not broad enough. The same rules need to apply to and be imposed on all the decision makers, including management and vendors, who again make or influence board decisions. I realize this might be considered beyond the scope of this document, however I would not be willing to approve this agreement without a companion agreement addressing this concern.

The CAI used to, and I assume still does, sponsor various social events throughout the year. These events were advertised as networking opportunities to get to know condominium industry vendors. I remember one such event where vendors were distributing "drink tickets" to the board members which could be exchanged for various beverages. Is that still being done? Or other things like it? How does that fit into this policy??

2. This is a problem in multiple dimensions. No where in the agreement does it specify who is going to be making the determination that a writing or speech was defamatory. Is it the Board President? The management? Counsel? All three? I would have grave concerns with any of these individuals being empowered with the authority to unilaterally declare that something I say or write was "defamatory" in their mind. That would be an outright violation of due process, and subject to wild abuse by those with

various political agendas or axes to grind with other members. What definition of defamatory is intended to apply? The "he said something bad about me" definition? "He said something I don't like"? "He said something I don't agree with"? We are already seeing signs of where this would quickly be headed as recently as the January special board meeting. Are we going to use the legal definition of defamation? Defamation is not such a simple thing to prove, especially with "public figures". I will certainly not be voluntarily subjecting myself to such an internal review. We have courts and litigation for this. If anyone feels I have defamed them, they can file a claim, just like I have had to file claims every time I feel I have been aggrieved. This item would need far more detail and procedure behind it before I would even consider agreeing.

3. I assume this one is directed at me. As with #2, who is going to be the judge of what facts were misrepresented?? Again, this is wide open for abuse where one person's facts are another person's lies. Restrictions like like #2 and #3 are veiled infringements on all our first amendment free speech rights, with which I'm afraid I cannot agree. So if I explain an idea I have to improve the community to another owner am I "Advancing a personal cause"?? If I ask them to vote for me or attend a meeting to express their agreement with the idea to the board, is that "plac[ing] pressure on the Board to advance a Board member's personal cause."? Who is going to be deciding what is and what isn't a "personal cause"??

4. "No Board member shall enter into a personal service contract with the Association without previous disclosure of such interest to the Board" - what exactly does this mean? You mean a trustee entering into a contract with the association to perform some work for the association? I thought George already outlawed this a few years ago. This sounds like a violation of that Bylaw amendment. If not, then it's at least a potential conflict of interest, which should be covered elsewhere and be declared. If that is what this is getting at, it needs to be much clearer, or moved to the COI agreement, or explain to me what was meant here.

The interaction between board members and contractors is potentially much more complicated. So does a board member directing management around constitute "interfering with a contractor implementing a contract"? The management is a contractor of the association, working under a "contract in progress", so it sounds like this is not allowed. There are circumstances in which the board and the service providers will need to interact. There will be circumstances in which board members will have knowledge or expertise that may mutually benefit the interaction with a contractor.

5. "No Board member will harass, defame, threaten, or attempt through any means to control or instill fear..." Again, as with #2 and #3, who is going to decide what is harassment, defamation, a threat? One individual "feeling threatened" is all that is needed?? This needs much more detail, and a due process procedure.

6. The redundant part that overlaps with #4 should be removed.

7. I have a question about the "...or officers..." part. Do they mean to say "... or trustees.."? Or do they mean not the trustees but some other "officer employee"?

8. Board decisions are made by a majority of the board. The board does not have the authority to modify that and require unanimous consent to modify this agreement. This should have been caught, and deleted or modified to conform to the governing documents.

9. Oh, so all I have to say is that I was acting in the capacity of a homeowner, and I'm good??

The general sense I get from this agreement is that it is attempting to stifle public discourse between the board and the members on matters relating to the association. This would be consistent with several of my interactions with the board, and its policies, over the last several years. I doubt this is what the law envisioned as a properly functioning association. I also feel that this is a "setup", whereby I and others are being coerced into abandoning our rights so that we can be more easily disposed of.

As a very recent example of what I mean, the censorship at the January special meeting needs to be addressed. All trustees have the right to participate fully in board business. This is in N.J.A.C. 5:26-8.12(d):

"Every elected board member shall be provided equal opportunity to participate in any meeting of board members."

Muting the audio of trustees with whom another trustee disagrees is not allowed. Muting the audio of trustees who "talk out of turn" is opening a can of worms that is best left closed. I was interrupted multiple times at that meeting as well. Anthony was interrupted. If we are going to play the petty "cease and desist" letter game, I am pretty good at that too and am more than happy to engage. I hope you can all see where this is going, and the board can find other ways of interacting constructively. The first step would be to have in-person meetings, to the maximum extent possible. With the delay in zoom/teams/etc. and lack of visual cues (trustees with their video turned off), it is difficult to not talk over each other even when everyone is friendly.

I should also mention that there is zero statutory authority for forcing trustees to sign such agreements. If there is, please let me know. And there is also very limited authority for trustees to remove other trustees from the board. From N.J.A.C. 5:26-8.11(c)3:

"This subsection shall not prevent the association from filling a vacancy in the executive board created by resignation, death, or failure to maintain reasonable qualification to be an executive board member, including maintaining good standing..."

I'm sure the lawyers love the "...failure to maintain reasonable qualification...", and I sense we may be litigating that phrase in the future, where I will argue that not signing an agreement forfeiting my rights is not not maintaining a reasonable qualification... lol

I will have comments, but far fewer, on the "Board of Trustees Professional Code of Ethics" agreement, which I will send later. This is enough for now.

I also have not heard back from counsel on my emails from shortly after the January special meeting. Silence is consent...??

Kevin