

Gregg F. Paster & Associates
Gregg F. Paster, Esq. (Atty. ID 036951992)
18 Railroad Avenue - Suite 104
Rochelle Park, New Jersey 07662
Ph#: 201-489-0078 * Fax#: 201-489-0520
Attorneys for Defendants, Borough of Dumont and Mayor and
Council of the Borough of Dumont

LANDMARK DUMONT, LLC,

Plaintiff,

vs.

BOROUGH OF DUMONT, A MUNICIPAL
CORPORATION OF THE STATE OF NEW
JERSEY; THE MAYOR AND COUNCIL OF
THE BOROUGH OF DUMONT; AND THE
PLANNING BOARD OF THE BOROUGH OF
DUMONT

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

Docket No.: BER-L-1297-14

CIVIL ACTION

ANSWER AND SEPARATE DEFENSES

Defendants, Borough of Dumont and the Mayor and Council of the Borough of Dumont, by way of answer to the Complaint in the above captioned action, state the following:

FIRST COUNT

1. The Defendants admit the allegations stated in paragraph one of the First Count of the Complaint.
2. The Defendants admit the allegations stated in paragraph two of the Second Count of the Complaint.
3. The Defendants deny that the D'Angelo properties are located in the central portion of Dumont. The Defendants admit that Dumont is located in Bergen County. The balance of the allegations of paragraph three of the First Count of the

Complaint are legal conclusions which the Defendants neither admit nor deny and leave Plaintiff to its proofs.

4. The Defendants deny the allegations stated in paragraph four of the First Count of the Complaint.

5. The Defendants deny the allegations of paragraph five of the First Count of the Complaint.

6. The Defendants neither admit nor deny the allegations of paragraph six of the First Count of the Complaint and leave Plaintiff to its proofs.

7. The Defendants admit the allegations stated in paragraph seven of the First Count of the Complaint.

8. The Defendants have insufficient information to admit or deny the allegations of paragraph eight of the First Count of the Complaint and leave Plaintiff to its proofs.

9. The Defendants have insufficient information to admit or deny the allegations of paragraph nine of the First Count of the Complaint and leave Plaintiff to its proofs.

10. The Defendants have insufficient information to admit or deny the allegations of paragraph ten of the First Count of the Complaint and leave Plaintiff to its proofs.

11. The Defendants deny the allegations of paragraph eleven of the First Count of the Complaint.

12. The Defendants admit allegations of paragraph twelve of the First Count of the Complaint, however, the Borough has submitted a petition for substantive certification of its Housing Element and Fair Share Plan to the Council on Affordable Housing pursuant to the Fair Housing Act, prior to the institution of this lawsuit.

13. The Defendants admit the allegations of paragraph thirteen of the First Count of the Complaint.

14. The Defendants deny the allegations of paragraph fourteen of the First Count of the Complaint.

15. The Defendants admit the allegations of paragraph fifteen of the First Count of the Complaint.

16. The Defendants neither admit nor deny the purported facts stated in paragraph sixteen of the First Count of the Complaint and leave Plaintiff to its proofs.

17. The Defendants admit the allegations of paragraph seventeen in the First Count of the Complaint.

18. The Defendants deny the allegations of paragraph eighteen of the First Count of the Complaint.

19. The Defendants admit that the Dumont Zoning Ordinance permits multi-family construction. The Defendants deny the remaining allegations of paragraph nineteen of the First Count of the Complaint and leave Plaintiff to its proofs.

20. The Defendants deny the allegations of paragraph twenty of the First Count of the Complaint and leave Plaintiff to its proofs.

21. The Defendants have insufficient information to admit or deny the allegations of paragraph twenty-one of the First Count of the Complaint and leave Plaintiff to its proofs.

22. The Defendants have insufficient information to admit or deny the allegations of paragraph twenty-two of the First Count of the Complaint and leave Plaintiff to its proofs.

23. The Defendants deny the allegations of paragraph twenty-three of the First Count of the Complaint and leave Plaintiff to its proofs.

24. The Defendants deny the allegations of paragraph twenty-four of the First Count of the Complaint.

25. The Defendants deny the allegations of paragraph twenty-five of the First Count of the Complaint.

26. The Defendants deny the allegations of paragraph twenty-six of the First Count of the Complaint.

27. The Defendants deny the allegations of paragraph twenty-seven of the First Count of the Complaint.
28. The Defendants deny the allegations of paragraph twenty-eight of the First Count of the Complaint.
29. The Defendants deny the allegations of paragraph twenty-nine of the First Count of the Complaint.
30. The Defendants deny the allegations of paragraph thirty of the First Count of the Complaint.
31. The Defendants deny the allegations of paragraph thirty-one of the First Count of the Complaint.
32. The Defendants have insufficient information to admit or deny the allegations of paragraph thirty-two of the First Count of the Complaint and leave Plaintiff to its proofs.
33. The Defendants deny the allegations of paragraph thirty-three of the First Count of the Complaint.
34. The Defendants have insufficient information to admit or deny the allegations of paragraph thirty-four of the First Count of the Complaint and leave Plaintiff to its proofs.
35. The Defendants deny the allegations of paragraph thirty-five of the First Count of the Complaint.
36. The Defendants deny the allegations of in paragraph thirty-six of the First Count of the Complaint.
37. The Defendants deny the allegations of paragraph thirty-seven of the First Count of the Complaint.
38. The Defendants deny the allegations of in paragraph thirty-eight of the First Count of the Complaint.
39. The Defendants deny the allegations of paragraph thirty-nine of the First Count of the Complaint.
40. The Defendants deny the allegations of in paragraph forty of the First Count of the Complaint.

WHEREFORE, Defendants demand judgment dismissing the Complaint with prejudice, together with reasonable attorney's fees incurred, costs of suit, and such other relief as the Court deems fair and just.

SECOND COUNT

41. The Defendants repeat and reiterate their responses to each allegation of the First Count of the Complaint as if it were set forth herein at length.

42. The Defendants admit the allegations of paragraph forty-two of the Second Count of the Complaint.

43. The Defendants admit the allegations of paragraph forty-three of the Second Count of the Complaint.

44. The Defendants admit the allegations of paragraph forty-four of the Second Count of the Complaint.

45. The Defendants deny the allegations of paragraph forty-five of the Second Count of the Complaint.

46. The Defendants deny the allegations of paragraph forty-six of the Second Count of the Complaint.

47. The Defendants deny the allegations of paragraph forty-seven of the Second Count of the Complaint.

48. The Defendants have insufficient information to admit or deny the allegations of paragraph forty-eight of the Second Count of the Complaint and leave the Plaintiff to its proofs.

WHEREFORE, Defendants demand judgment dismissing the Complaint with prejudice, together with reasonable attorney's fees incurred, costs of suit, and such other relief as the Court deems fair and just.

THIRD COUNT

49. The Defendants repeat and reiterate their responses to each allegation of the First Count and Second Count of the Complaint as if it were set forth herein at length.

50. The Defendants admit the allegations of paragraph fifty of the Third Count of the Complaint.

51. The Defendants admit the allegations of paragraph fifty-one of the Third Count of the Complaint.

52. The Defendants admit the allegations of paragraph fifty-two of the Third Count of the Complaint.

53. The Defendants admit the allegations of paragraph fifty-three of the Third Count of the Complaint.

54. The Defendants have insufficient information to admit or deny the allegations of paragraph fifty-four of the Third Count of the Complaint as it calls for a legal conclusion.

55. The Defendants have insufficient information to admit or deny the allegations of paragraph fifty-five of the Third Count of the Complaint as it calls for a legal conclusion.

56. The Defendants have insufficient information to admit or deny the allegations of paragraph fifty-six of the Third Count of the Complaint as it calls for a legal conclusion.

57. The Defendants deny the allegations of paragraph fifty-seven of the Third Count of the Complaint.

WHEREFORE, Defendants demand judgment dismissing the Complaint with prejudice, together with reasonable attorney's fees incurred, costs of suit, and such other relief as the Court deems fair and just.

FOURTH COUNT

58. The Defendants repeat and reiterate their responses to each allegation of the First, Second and Third Counts of the Complaint as if they were set forth herein at length.

59. The Defendants deny the allegations of paragraph fifty-nine of the Fourth Count of the Complaint.

60. The Defendants deny the allegations of paragraph sixty of the Fourth Count of the Complaint.

61. The Defendants deny the allegations of paragraph sixty-one of the Fourth Count of the Complaint.

WHEREFORE, Defendants demand judgment dismissing the Complaint with prejudice, together with reasonable attorney's fees incurred, costs of suit, and such other relief as the Court deems fair and just.

SEPARATE DEFENSES

1. The Complaint must be dismissed for failure to exhaust available administrative remedies.

2. The Defendants are in compliance with all Constitutional and Statutory affordable housing obligations.

3. The Court lacks subject matter jurisdiction over the Complaint.

4. The zoning ordinance of the Borough contemplates inclusion of necessary and economically feasible development adequate to address its affordable housing obligations.

5. The Complaint fails to state a claim upon which relief may be granted.

6. The Plaintiff failed to comply with required provisions of the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

7. Plaintiff's claims are barred under the Doctrine of Equitable Estoppel, Waiver, Laches, and Unclean Hands.

8. Plaintiff's claims are barred by reason of his own fraudulent conduct.

9. Plaintiff's claims are barred by reason of his own violation of public policy and procedure.

10. Plaintiff's claims are barred from recovery by reason of *Res Judicata* and *Collateral Estoppel*.

11. The Entire Controversy Doctrine bars the Plaintiff's claims against this Defendant.

12. Plaintiff's claims are barred from recovery due to Plaintiff's non-compliance with all applicable state statutes, municipal ordinances, public policy, and procedures.

13. Plaintiff is barred from recovery as Plaintiff's damages, if any, were caused by third parties, over which this defendant exercised no control.

14. Plaintiff's claims are barred by any and all applicable Statutes of Limitations, and these Defendants reserve the right to move for dismissal at or before the time of trial.

15. These Defendants reserve the right to move for dismissal of the Complaint at or before the time of trial pursuant to Title 59 of the New Jersey Statutes Annotated.

16. These Defendants affirmatively and specifically plead each and every defense, limitation or immunity provided to this Defense under N.J.S.A. 59:1-1, et. seq., the New Jersey Tort Claims Act.

17. Plaintiff's claims are barred because the individual defendants engaged in the good faith performance of their duties at all times relevant to the subject matter of the Complaint, and therefore, are entitled to immunity from liability under both State and Federal Laws.

18. Plaintiff's are barred because these Defendants did not deprive Plaintiff of due process under the Law.

19. Plaintiff's claims are barred because this Defendant is entitled to qualified, executive and/or good faith immunity.

20. These Defendants reserve the right to assert any and all other defenses, both factual and legal, as may be justified by information subsequently obtained.

CERTIFICATION

I certify that this matter is not the subject of any other pending or contemplated action or arbitration proceeding to best of my knowledge and information. I know of no other parties to this action that should be made a part of this lawsuit, with the possible exception of the New Jersey Council on Affordable Housing. In addition, I recognize the continuing obligation to file and serve an amended certification on all parties and the Court if the facts asserted herein change in the future.

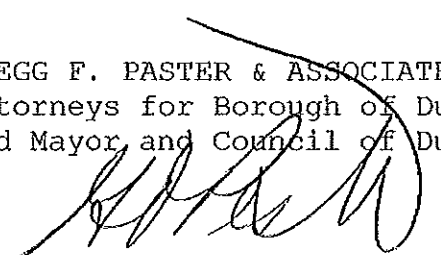
I certify the confidential personal identifiers have been or will be redacted from all documents filed with the Court now, and in the future as required by Rule 1:38-7(b).

DESIGNATION OF TRIAL COUNSEL


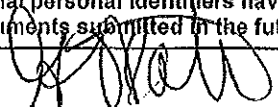
Gregg F. Paster, Esq. of Gregg F. Paster and Associates is hereby designated as trial counsel for the Borough of Dumont and the Mayor and Council of the Borough of Dumont in the above captioned cause.

GREGG F. PASTER & ASSOCIATES
Attorneys for Borough of Dumont
And Mayor and Council of Dumont

Dated: May 12, 2014


By: GREGG F. PASTER, ESQ.

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY	
			PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA	
			CHG/CK NO.	
			AMOUNT:	
			OVERPAYMENT:	
				BATCH NUMBER:
ATTORNEY / PRO SE NAME Gregg F. Paster, Esq.		TELEPHONE NUMBER (201) 489-0078	COUNTY OF VENUE Bergen	
FIRM NAME (if applicable) Gregg F. Paster & Associates		DOCKET NUMBER (when available) BER-L-1297-14		
OFFICE ADDRESS 18 Railroad Avenue Rochelle Park, New Jersey 07662		DOCUMENT TYPE Answer		
		JURY DEMAND <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
NAME OF PARTY (e.g., John Doe, Plaintiff) Borough of Dumont, The Mayor and Council of the Borough of Dumont, Defendants		CAPTION Landmark Dumont, LLC v. Borough of Dumont, A Municipal Corporation of the State of NJ; The Mayor and Council of the Borough of Dumont; and the Planning Board of The Borough of Dumont		
CASE TYPE NUMBER (See reverse side for listing) 303	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 checked="" 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input checked="" type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS Defendant is government agency		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> Yes <input 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 Rule 1:38-7(b).				
ATTORNEY SIGNATURE: 				



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)

- | | |
|--|---|
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 288 PRUDENTIAL TORT LITIGATION |
| 271 ACCUTANE/ISOTRETINOIN | 289 REGLAN |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 278 ZOMETA/AREDIA | 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 |
| 284 NUVARING | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 601 ASBESTOS |
| 287 YAZYASMIN/OCELLA | 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