

Christos J. Diktas, Esq. - 004641982  
Christine Gillen, Esq. - 016551989  
**DIKTAS GILLEN P.C.**  
596 Anderson Avenue, Suite 301  
P.O. Box 2199  
Cliffside Park, New Jersey 07010  
(201) 943-8020

*Attorneys for Defendant Township of Teaneck*

MICHAEL AKERMAN; GEORGINA B. ASANTE; YAW ASANTE; DANIEL BELLIN; RENA DONIN SCHLUSSEL; YARON HIRSCHKORN; RACHEL KAYE; ASHIRA LOIKE; MERYL MARK; JOSEPH MARK; ALAN RUBINSTEIN; DAVID SCHLUSSEL; MARC SCHLUSSEL; and SHORANA SCHLUSSEL,

Plaintiffs,

vs.

TOWNSHIP OF TEANECK and TOWNSHIP OF TEANECK PLANNING BOARD,

Defendants.

X SUPERIOR COURT OF NEW JERSEY  
: LAW DIVISION: BERGEN COUNTY

: DOCKET NO.: BER- L-4361-22

: CIVIL ACTION

: **ANSWER AND AFFIRMATIVE**  
: **DEFENSES OF**  
: **TOWNSHIP OF TEANECK**

X

TOWNSHIP OF TEANECK, having its offices at 818 Teaneck Road in the township of Teaneck, County of Bergen, State of New Jersey by way of answer to the Complaint in lieu of prerogative writs says:

**NATURE OF THE ACTION**

1. Defendant is without sufficient knowledge or information to form a belief regarding the nature of plaintiffs' action and leaves plaintiffs to their proofs.
2. Defendant is without sufficient knowledge or information to form a belief regarding the nature of plaintiffs' action and leaves plaintiffs to their proofs.

3. It is admitted that the Township Council adopted Ordinance 9-2022; the remaining allegations set forth in paragraph 3 are neither admitted nor denied as the content of Ordinance 9-2022 speaks for itself.

4. It is admitted that Ordinance 9-2022 is challenged in a Complaint filed under Docket No. BER-L-2234-22; the remaining allegations set forth in paragraph 4 are neither admitted nor denied as the content of said Complaint speaks for itself.

5. It is admitted that the Township Council adopted Ordinance 22-2022, the content of which speaks for itself. The remaining allegations set forth in paragraph 5 are denied.

6. The allegations set forth in paragraph 6 are denied.

7. The allegations set forth in paragraph 7 are denied.

8. The allegations set forth in paragraph 8 are admitted.

9. Defendant lacks sufficient knowledge or information to form a belief regarding ownership and/or control of the real property identified in paragraph 9 and leaves plaintiffs to their proofs.

10. Defendant lacks sufficient knowledge or information to form a belief regarding ownership and/or control of the real property referenced in paragraph 10 and leaves plaintiffs to their proofs.

11. The allegations set forth in paragraph 11 are denied.

12. The allegations set forth in paragraph 12 are denied.

13. Defendant is without sufficient knowledge or information to form a belief regarding the nature of relief sought by plaintiffs' action and leaves plaintiffs to their proofs.

14. It is admitted that this Court has jurisdiction over the subject matter of plaintiffs' Complaint.

### **THE PARTIES**

15. It is admitted that the Township of Teaneck is a municipal corporation of the State of New

Jersey with offices at the location identified in paragraph 15 and that members of the Township Council, the Mayor, Deputy Mayors and Township Manager are officials of the municipality. The remaining allegations set forth in paragraph 15 are denied.

16. It is admitted that the Township of Teaneck Planning Board is a municipal agency of the Township of Teaneck. The remaining allegations set forth in paragraph 10 are denied.

17. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 17 and leaves plaintiffs to their proofs.

18. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 18 and leaves plaintiffs to their proofs.

19. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 19 and leaves plaintiffs to their proofs.

20. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 20 and leaves plaintiffs to their proofs.

21. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 21 and leaves plaintiffs to their proofs.

22. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 22 and leaves plaintiffs to their proofs.

23. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 23 and leaves plaintiffs to their proofs.

24. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 24 and leaves plaintiffs to their proofs.

#### **RELEVANT FACTS**

25. Defendant lacks sufficient knowledge or information to form a belief regarding the

allegations set forth in paragraph 25 and leaves plaintiffs to their proofs.

26. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 26 and leaves plaintiffs to their proofs.

27. It is admitted that on occasions between 2019 and 2022 representatives of Holy Name Medical Center informed representatives of the Township of Teaneck of the medical center's desire to expand its operations. The remaining allegations set forth in paragraph 27 are denied.

28. It is admitted that the Council formed a subcommittee to address matters pertaining to Holy Name Medical Center. The remaining allegations set forth in paragraph 28 are denied.

29. The allegations set forth in paragraph 29 are admitted.

30. The allegations set forth in paragraph 30 are denied.

31. The allegations set forth in paragraph 31 are admitted.

32. It is admitted that Deputy Mayor Katz and Deputy Mayor Schwartz were members of the Township Council subcommittee. The remaining allegations set forth in paragraph 32 are denied.

33. Upon information and belief, the allegations set forth in paragraph 33 are denied.

34. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 34 and leaves plaintiffs to their proofs.

35. The allegations set forth in paragraph 35 are admitted.

36. Upon information and belief, the allegations set forth in paragraph 36 are admitted.

37. Upon information and belief, the allegations set forth in paragraph 37 are admitted.

38. The allegations set forth in paragraph 38 are admitted.

39. The allegations set forth in paragraph 39 are denied.

40. The allegations set forth in paragraph 40 are denied.

41. Defendant neither admits nor denies the allegations regarding the Township budget but

relies upon the content the budget, which speaks for itself.

42. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 42 and leaves plaintiffs to their proofs.

43. The allegations set forth in paragraph 43 are denied.

44. The allegations set forth in paragraph 44 are denied.

45. The allegations set forth in paragraph 45 state a legal conclusion to which no response from this defendant is required and plaintiffs are left to their proofs.

46. The allegations set forth in paragraph 46 are denied.

47. The allegations set forth in paragraph 47 are denied.

48. The allegations set forth in paragraph 48 are denied.

49. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 49 and leaves plaintiffs to their proofs.

50. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 50 and leaves plaintiffs to their proofs.

51. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 51 and leaves plaintiffs to their proofs.

52. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 52 and leaves plaintiffs to their proofs.

53. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 53 and leaves plaintiffs to their proofs.

54. Defendant neither admits nor denies the allegations regarding Resolution 159-2020 but relies upon the content the Resolution, which speaks for itself.

55. The allegations set forth in paragraph 55 are admitted.

56. Defendant neither admits nor denies the allegations regarding Resolution 160-2020 but relies upon the content the Resolution, which speaks for itself.

57. The allegations set forth in paragraph 57 are admitted.

58. The allegations set forth in paragraph 58 are denied.

59. Defendant neither admits nor denies the allegations set forth in paragraph 59 but relies upon the official record of Council's meeting.

60. Defendant admits Special Emergency Directive No. 03-2020 was issued by the Township's Manager and Office of Emergency Management Coordinator on November 17, 2020 and relies upon the content thereof, which speaks for itself.

61. Defendant neither admits nor denies the allegations set forth in paragraph 61 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.

62. Defendant neither admits nor denies the allegations set forth in paragraph 62 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.

63. Defendant neither admits nor denies the allegations set forth in paragraph 63 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.

64. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 64 and leaves plaintiffs to their proofs.

65. Defendant neither admits nor denies the allegations set forth in paragraph 65 but relies upon the official record of Planning Board meeting.

66. Defendant neither admits nor denies the allegations set forth in paragraph 66 but relies upon the official record of Planning Board meeting.

67. Defendant neither admits nor denies the allegations set forth in paragraph 67 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.

68. Defendant neither admits nor denies the allegations set forth in paragraph 68 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.
69. Upon information and belief, the allegations set forth in paragraph 69 are denied.
70. Upon information and belief, the allegations set forth in paragraph 70 are denied.
71. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 71 and leaves plaintiffs to their proofs.
72. Defendant neither admits nor denies the allegations set forth in paragraph 72 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.
73. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 73 and leaves plaintiffs to their proofs.
74. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 74 and leaves plaintiffs to their proofs.
75. Defendant neither admits nor denies the allegations set forth in paragraph 75 but relies upon the content of the permits referenced therein, which speak for themselves.
76. Defendant neither admits nor denies the allegations set forth in paragraph 76 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.
77. Defendant neither admits nor denies the allegations set forth in paragraph 77 but relies upon the content of the bill and Executive Order referenced therein, which speak for themselves.
78. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 78 and leaves plaintiffs to their proofs.
79. The allegations set forth in paragraph 79 are denied.
80. Defendant neither admits nor denies the allegations set forth in paragraph 80 but relies upon the content of Special Emergency Directive No. 01-2021, which speaks for itself.

81. The allegations set forth in paragraph 81 are denied.

**CONFLICTS OF INTEREST**

82. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 82 and leaves plaintiffs to their proofs.

83. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 83 and leaves plaintiffs to their proofs.

84. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 84 and leaves plaintiffs to their proofs.

85. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 85 and leaves plaintiffs to their proofs.

86. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 86 and leaves plaintiffs to their proofs.

87. Except to admit that Brian Eyerman, Esq. of the law firm Dario, Albert, Metz, Eyerman, Cand, Concannon, Ortiz & Krouse LLC is attorney for the Planning Board, Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 87 and leaves plaintiffs to their proofs.

88. Except to deny the allegation of conflict of interest, defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 88 and leaves plaintiffs to their proofs.

89. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 89 and leaves plaintiffs to their proofs.

90. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 90 and leaves plaintiffs to their proofs.



91. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 91 and leaves plaintiffs to their proofs.

92. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 92 and leaves plaintiffs to their proofs.

93. The allegations set forth in paragraph 93 are denied.

94. Defendant neither admits nor denies the allegations set forth in paragraph 94 but relies upon the content of Ordinances 22-2022 and 23-2022, which speak for themselves.

95. Defendant neither admits nor denies the allegations set forth in paragraph 95 but leaves plaintiffs to their proofs.

96. It is admitted that documents entitled “Protest Petitions” and a Certification of T. Andrew Thomas were delivered to the Township Clerk at the specified date and time by the “Good Neighbors of Teaneck.” The remaining allegations set forth in paragraph 96 are denied.

97. Defendant neither admits nor denies the allegations set forth in paragraph 97 but relies upon the official record of the meeting, which speaks for itself.

98. Except to deny the allegation regarding disqualifying conflicts of interest, defendant neither admits nor denies the allegations set forth in paragraph 98 but relies upon the official record of the meeting, which speaks for itself.

99. Except to deny the allegation regarding disqualifying conflicts of interest, defendant neither admits nor denies the allegations set forth in paragraph 99 but relies upon the official record of the meeting, which speaks for itself.

100. The allegations set forth in paragraph 100 are admitted.

101. Except to deny that all plaintiffs in this action are named plaintiffs in the action filed on April 21, 2022, the allegations set forth in paragraph 101 are admitted.

102. Defendant neither admits nor denies the allegations set forth in paragraph 102 regarding the content of the Complaint bearing Docket No. BER-L-2234-22, which speaks for itself, and Defendant refers to its Answer to said Complaint for defendant's response to the allegations contained in the Complaint.

103. Defendant neither admits nor denies the allegations set forth in paragraph 103 regarding the content of the Complaint bearing Docket No. BER-L-2234-22, which speaks for itself, and Defendant refers to its Answer to said Complaint for defendant's response to the allegations contained in the Complaint.

104. Defendant neither admits nor denies the allegations set forth in paragraph 104 regarding the content of the Complaint bearing Docket No. BER-L-2234-22, which speaks for itself, and Defendant refers to its Answer to said Complaint for defendant's response to the allegations contained in the Complaint.

105. It is admitted that the Council introduced Ordinance 22-2022 on May 17, 2022 which provides, in part, for the repeal of Ordinance 9-2022. The remaining allegations contained in paragraph 105 are denied.

106. Except to deny that any admission was made by the Council, defendant neither admits nor denies the allegations set forth in paragraph 106 and relies upon the content of Ordinance 22-2022, which speaks for itself.

107. Defendant neither admits nor denies the allegations set forth in paragraph 107 but relies upon the official record of the meeting, which speaks for itself.

108. Defendant neither admits nor denies the allegations set forth in paragraph 108 but relies upon the official record of the meeting, which speaks for itself.

109. Defendant neither admits nor denies the allegations set forth in paragraph 109 but relies

upon the official record of the meeting, which speaks for itself.

110. Except to deny all allegations of conflict of interest, Defendant neither admits nor denies the allegations set forth in paragraph 110 but relies upon the official record of the meeting, which speaks for itself.

111. The allegations set forth in paragraph 111 are denied.

112. Defendant neither admits nor denies the allegations set forth in paragraph 112 but relies upon the content of Ordinance 22-2022, which speaks for itself.

113. Defendant neither admits nor denies the allegations set forth in paragraph 113 but relies upon the content of Ordinance 22-2022, which speaks for itself.

114. Defendant neither admits nor denies the allegations set forth in paragraph 114 but relies upon the official record of the meeting and the content of Ordinance 22-2022, which speaks for themselves.

115. Defendant neither admits nor denies the allegations set forth in paragraph 115 but relies upon the official record of the meeting and the content of Ordinance 22-2022, which speaks for themselves.

116. The allegations set forth in paragraph 116 are denied.

117. The allegations set forth in paragraph 117 are denied.

**REFUSAL TO CONDUCT CONSISTENCY REVIEW**

118. The allegations set forth in paragraph 118 are admitted.

119. Defendant neither admits nor denies the allegations set forth in paragraph 119 but relies upon the content of the Township Code, which speaks for itself.

120. It is admitted that Mayor Dunleavy, Kenneth Croonquist and Councilman Schwartz were respectively, Class I, Class II and Class III members of the Planning Board on May 19, 2022. The

remaining allegations set forth in paragraph 120 are denied.

121. Except to rely upon the provisions of N.J.S.A. 40:55D-26(a), the content of which speaks for itself, Defendant denies the allegations set forth in paragraph 121.

122. The allegations set forth in paragraph 122 are not directed at this defendant such that no answer to same is required and defendant leaves plaintiffs to their proofs.

123. The allegations set forth in paragraph 123 are denied.

124. Defendant is without sufficient knowledge or information to form a belief as to truth or falsity of the allegations set forth in paragraph 124 and leaves plaintiffs to their proofs.

125. The allegations set forth in paragraph 125 are denied.

126. It is admitted that documents entitled “Protest Petitions” and a Certification of T. Andrew Thomas were delivered to the Township Clerk at the specified date and time by the “Good Neighbors of Teaneck.” The remaining allegations set forth in paragraph 126 are denied.

127. It is admitted that the Township Council conducted a public hearing on Ordinances 22-2022 and 23-2022 on June 28, 2022. The remaining allegations set forth in paragraph 127 are denied.

128. Defendant neither admits nor denies the allegations set forth in paragraph 128 but relies upon the official record of the meeting, which speaks for itself.

129. Defendant neither admits nor denies the allegations set forth in paragraph 129 but relies upon the official record of the meeting, which speaks for itself.

130. The allegations set forth in paragraph 130 are denied.

131. Defendant neither admits nor denies the allegations set forth in paragraph 131 but relies upon the official record of the meeting, which speaks for itself.

132. Defendant neither admits nor denies the allegations set forth in paragraph 132 but relies

upon the official record of the meeting, which speaks for itself.

133. Defendant neither admits nor denies the allegations set forth in paragraph 133 but relies upon the official record of the meeting, which speaks for itself.

134. The allegations set forth in paragraph 134 are denied.

135. Defendant neither admits nor denies the allegations set forth in paragraph 135 but relies upon the official record of the meeting, which speaks for itself.

136. The allegations set forth in paragraph 136 are denied.

137. Defendant neither admits nor denies the allegations set forth in paragraph 137 but relies upon the official record of the meeting, which speaks for itself.

138. The allegations set forth in paragraph 138 are denied.

139. Defendant neither admits nor denies the allegations set forth in paragraph 139 but relies upon the official record of the meeting, which speaks for itself.

140. Defendant neither admits nor denies the allegations set forth in paragraph 140 but relies upon the official record of the meeting, which speaks for itself.

141. Defendant lacks sufficient knowledge or information regarding the matters of which Mr. Sime was aware and leaves plaintiffs to their proofs. The remaining allegations set forth in paragraph 141 and plaintiffs' characterization of the events which occurred at the meeting are denied.

142. Defendant neither admits nor denies the allegations set forth in paragraph 142 but relies upon the official record of the meeting, which speaks for itself.

143. Defendant neither admits nor denies the allegations set forth in paragraph 143 but relies upon the official record of the meeting, which speaks for itself.

144. Defendant neither admits nor denies the allegations set forth in paragraph 144 but relies

upon the official record of the meeting, which speaks for itself.

145. The allegations, as set forth in paragraph 145, are denied.

146. Defendant neither admits nor denies the allegations set forth in paragraph 146 but relies upon the official record of the meeting, which speaks for itself.

147. Defendant neither admits nor denies the allegations set forth in paragraph 147 but relies upon the official record of the meeting, which speaks for itself.

148. Defendant neither admits nor denies the allegations set forth in paragraph 148 regarding the events which occurred at the meeting but relies upon the official record of the meeting, which speaks for itself. The remaining allegations set forth in paragraph 148, including plaintiffs' characterization of events and interpretation of legal requirements, are denied.

149. The allegations set forth in paragraph 149 are denied.

150. It is admitted that Ordinances 22-2022 and 23-2022 were approved and adopted on June 28, 2022. Defendant neither admits nor denies the remaining allegations set forth in paragraph 150 but relies upon the official record of the meeting, which speaks for itself.

151. The allegations set forth in paragraph 151 are admitted.

152. Defendant neither admits nor denies the allegations regarding the statutory provision set forth in paragraph 152 but relies upon the language of the statute, which speaks for itself.

153. The allegations set forth in paragraph 153 are denied.

154. The allegations set forth in paragraph 154 are denied.

155. Defendant neither admits nor denies the allegations set forth in paragraph 155 but relies upon the official record of the meeting, which speaks for itself.

### **COUNT I**

156. Defendant repeats and realleges its response to each and every allegation made in

paragraphs 1 through 155 and incorporates same herein as if set forth at length.

157. The allegations set forth in paragraph 157 are denied.
158. The allegations set forth in paragraph 158 are denied.
159. The allegations set forth in paragraph 159 are denied.
160. The allegations set forth in paragraph 160 are denied.
161. The allegations set forth in paragraph 161 are denied.
162. The allegations set forth in paragraph 162 are denied.
163. The allegations set forth in paragraph 163 are denied.
164. The allegations set forth in paragraph 164 are denied.
165. The allegations set forth in paragraph 165 are denied.
166. The allegations set forth in paragraph 166 are denied.
167. The allegations set forth in paragraph 167 are denied.
168. The allegations set forth in paragraph 168 are denied.
169. The allegations set forth in paragraph 169 are denied.
170. The allegations set forth in paragraph 170 are denied.
171. The allegations set forth in paragraph 171 are denied.
172. The allegations set forth in paragraph 172 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

## COUNT II

173. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 172 and incorporates same herein as if set forth at length.

174. The allegations set forth in paragraph 174 are denied.
175. The allegations set forth in paragraph 175 are denied.
176. The allegations set forth in paragraph 176 are denied.
177. The allegations set forth in paragraph 177 are denied.
178. The allegations set forth in paragraph 178 are denied.
179. The allegations set forth in paragraph 179 are denied.
180. The allegations set forth in paragraph 180 are denied.
181. The allegations set forth in paragraph 181 are denied.
182. The allegations set forth in paragraph 182 are denied.
183. The allegations set forth in paragraph 183 are denied.
184. The allegations set forth in paragraph 184 are denied.
185. The allegations set forth in paragraph 185 are denied.
186. The allegations set forth in paragraph 186 are denied.
187. The allegations set forth in paragraph 187 are denied.
188. The allegations set forth in paragraph 188 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

### **COUNT III**

189. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 188 and incorporates same herein as if set forth at length.
190. Defendant neither admits nor denies the allegations regarding the statutory provision set forth in paragraph 190 but relies upon the language of the statute, which speaks for itself.



191. Defendant neither admits nor denies the allegations regarding the statutory provision set forth in paragraph 191 but relies upon the language of the statute, which speaks for itself.

192. The allegations set forth in paragraph 145 are admitted.

193. The allegations set forth in paragraph 193 are denied.

194. The allegations set forth in paragraph 194 are not directed at this defendant such that no answer to same is required and defendant leaves plaintiffs to their proofs.

195. The allegations set forth in paragraph 195 are denied.

196. Defendant is without sufficient knowledge or information to form a belief as to truth or falsity of the allegations set forth in paragraph 196 and leaves plaintiffs to their proofs.

197. Defendant neither admits nor denies the allegations regarding the statutory provision set forth in paragraph 197 but relies upon the language of the statute, which speaks for itself.

198. The allegations set forth in paragraph 198 are denied.

199. The allegations set forth in paragraph 199 are denied.

200. Defendant neither admits nor denies the allegations regarding the statutory provision set forth in paragraph 197 but relies upon the language of the statute, which speaks for itself. The remaining allegations set forth in paragraph 200 are denied.

201. The allegations set forth in paragraph 201 are denied.

202. The allegations set forth in paragraph 202 are denied.

203. The allegations set forth in paragraph 203 are denied.

204. The allegations set forth in paragraph 204 are denied.

205. The allegations set forth in paragraph 205 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including

counsel fees and costs of suit.

**COUNT IV**

206. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 205 and incorporates same herein as if set forth at length.

207. The allegations set forth in paragraph 207 are denied.

208. The allegations set forth in paragraph 208 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

**COUNT V**

209. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 208 and incorporates same herein as if set forth at length.

210. The allegations set forth in paragraph 210 are denied.

211. The allegations set forth in paragraph 211 are denied.

212. The allegations set forth in paragraph 212 are denied.

213. The allegations set forth in paragraph 213 are denied.

214. The allegations set forth in paragraph 214 are denied.

215. The allegations set forth in paragraph 215 are denied.

216. The allegations set forth in paragraph 216 are denied.

217. The allegations set forth in paragraph 217 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

**COUNT VI**

218. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 217 and incorporates same herein as if set forth at length.

219. The allegations set forth in paragraph 157 are denied.

220. The allegations set forth in paragraph 220 are denied.

221. The allegations set forth in paragraph 221 are denied.

222. The allegations set forth in paragraph 222 are denied.

223. The allegations set forth in paragraph 223 are denied.

224. The allegations set forth in paragraph 224 are denied.

225. The allegations set forth in paragraph 225 are denied.

226. The allegations set forth in paragraph 226 are denied.

227. The allegations set forth in paragraph 227 are denied.

228. The allegations set forth in paragraph 228 are denied.

229. The allegations set forth in paragraph 229 are denied.

230. The allegations set forth in paragraph 230 are denied.

231. The allegations set forth in paragraph 231 are denied.

232. The allegations set forth in paragraph 232 are denied.

233. The allegations set forth in paragraph 233 are denied.

234. The allegations set forth in paragraph 234 are denied.

235. The allegations set forth in paragraph 235 are denied.

236. The allegations set forth in paragraph 236 are denied.

237. The allegations set forth in paragraph 237 are denied.

238. The allegations set forth in paragraph 238 are denied.

239. The allegations set forth in paragraph 239 are denied.

240. The allegations set forth in paragraph 240 are denied.

241. The allegations set forth in paragraph 241 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

**COUNT VII**

242. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 241 and incorporates same herein as if set forth at length.

243. Defendant admits that, when it takes official action, the Township Council acts under color of law.

244. The allegations set forth in paragraph 244 are denied.

245. Defendant admits that plaintiffs and each of them have certain guaranteed rights to due process but denies that any action by defendant deprived plaintiffs or any of them of any such right.

246. The allegations set forth in paragraph 246 are denied.

247. The allegations set forth in paragraph 247 are denied.

248. The allegations set forth in paragraph 248 are denied.

249. The allegations set forth in paragraph 249 are denied.

250. The allegations set forth in paragraph 250 are denied.

251. The allegations set forth in paragraph 251 are denied.

252. The allegations set forth in paragraph 252 are denied.

253. The allegations set forth in paragraph 253 are denied.

- 254. The allegations set forth in paragraph 254 are denied.
- 255. The allegations set forth in paragraph 255 are denied.
- 256. The allegations set forth in paragraph 256 are denied.
- 257. The allegations set forth in paragraph 257 are denied.
- 258. The allegations set forth in paragraph 258 are denied.
- 259. The allegations set forth in paragraph 25 are denied.
- 260. The allegations set forth in paragraph 260 are denied.
- 261. The allegations set forth in paragraph 261 are denied.
- 262. The allegations set forth in paragraph 262 are denied.
- 263. It is admitted that the adoption of Ordinances 22-2022 and 23-2022 is a final action for purposes of review by way of action in lieu of prerogative writs. The remaining allegations set forth in paragraph 263 are denied.
- 264. The allegations set forth in paragraph 264 are admitted.
- 265. The allegations set forth in paragraph 265 are denied.
- 266. The allegations set forth in paragraph 266 are denied.
- 267. The allegations set forth in paragraph 267 are denied.
- 268. The allegations set forth in paragraph 268 are denied.
- 269. The allegations set forth in paragraph 269 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

**AFFIRMATIVE DEFENSES**

- 1. The Complaint fails to state a claim upon which relief can be granted.

2. Plaintiffs' claims, in whole or in part, are barred by the applicable statute of limitations.
3. Plaintiffs and each of them lack standing to assert the claim(s) made.
4. Plaintiffs' claims, in whole or in part, are barred by the doctrine of waiver.
5. Plaintiffs' claims, in whole or in part, are barred by the doctrine of laches.
6. Plaintiffs' claims, in whole or in part, are barred by the doctrine estoppel.
7. Plaintiffs' claims, in whole or in part, are not ripe.
8. The relief sought by plaintiffs is barred by the doctrine of necessity.
9. The relief sought by plaintiffs is barred by the doctrine of unclean hands.
10. Plaintiffs' claims, in whole or in part, are nonjusticiable on the grounds of mootness.

**DIKTAS GILLEN P.C.**  
Attorneys for Defendant  
Township of Teaneck

BY:   
CHRISTOS J. DIKTAS, ESQ.

BY:   
CHRISTINE GILLEN, ESQ.

DATED: 9/27/22

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:24-4, Christos J. Diktas, Esq. is hereby designated as trial counsel for defendant Township of Teaneck.

**CERTIFICATIONS PURSUANT TO RULE 4:5-1 and RULE 4:6-1**

I hereby certify that there is currently pending in Superior Court of New Jersey, Bergen

County, Law Division an action entitled Akerman, et als. v. Township of Teaneck, et al., under Docket No. BER-L-2234-22 (the “first filed action”) respecting the matter in controversy in this action. Except for that action, there are no other proceedings either pending or contemplated with respect to the matter in controversy in this action. I hereby certify that Holy Name Medical Center was granted leave to intervene in the first filed action; Holy Name Medical Center and the individual municipal officials against whom plaintiffs seek relief, may be subject to joinder in this action.

I hereby certify that this responsive pleading was served upon all counsel of record within the time required by the Rules of Court.

**CERTIFICATION PURSUANT TO RULE 1:38-7**

Confidential personal identifiers have been redacted from any documents now submitted to the Court and will be reacted from all documents submitted in the future as required by Rule 1:38-7.

**DIKTAS GILLEN P.C.**  
Attorneys for Defendant  
Township of Teaneck

BY:   
CHRISTOS J. DIKTAS, ESQ.

BY:   
CHRISTINE GILLEN, ESQ.

DATED: 9/27/22

