



2. The Township admits the allegations contained in the Second Paragraph.

**Facts**

3. The Township admits the allegations contained in the Third Paragraph, except that the full scope of the litigation is not stated.
4. Denied.
5. The Township is without information sufficient to admit or deny the allegations contained in the Fifth Paragraph, and leaves the FSHC to their proofs. The Township cannot identify the source of the FSHC's allegations in the Fifth Paragraph concerning 99 credits for the extension of expiring controls and 99 bonuses in its 2008 Third Round plan.
6. The Township is without information sufficient to admit or deny the allegations contained in the Sixth Paragraph, and leaves the FSHC to their proofs. Expiring controls have not yet been extended for 96 units, not 99 units, and the Township cannot identify the source of the FSHC's allegations concerning the expiration of controls for 99 units.
7. The allegations contained in the Seventh Paragraph are legal conclusions and not averments of fact to which an answer is required. To the extent that an

answer is deemed required, the Township denies the allegations.

8. The Township admits the allegations contained in the Eighth Paragraph.
9. The Township admits the allegations contained in the Ninth Paragraph.
10. Denied.
11. The allegations contained in the Eleventh Paragraph are legal conclusions and not averments of fact to which an answer is required. To the extent an answer is deemed required, the Township denies the allegations.
12. The allegations contained in the Twelfth Paragraph are legal conclusions and not averments of fact to which an answer is required. To the extent an answer is deemed required, the Township admits that the requirements of the New Jersey Supreme Court decision speak for themselves.
13. The Township admits the allegations contained in the Thirteenth Paragraph, except that the Township filed a Draft Housing Element and Fair Share Plan with the Court.
14. The Township's Draft Housing Element and Fair Share Plan speaks for itself.

15. The allegations contained in the Fifteenth Paragraph are legal conclusions and not averments of fact to which an Answer is required. To the extent an Answer is deemed required, the Township admits that the referenced regulation speaks for itself.
16. The allegations contained in the Sixteenth Paragraph are legal conclusions and not averments of fact to which an Answer is required. To the extent an Answer is deemed required, the Township admits that the referenced regulation speaks for itself.
17. The Township's Draft Housing Element and Fair Share Plan speaks for itself.
18. Denied.
19. Denied.
20. Denied.
21. Denied.
22. Denied.
23. Denied.

**FIRST COUNT**

**N.J.A.C. 5:99 INCONSISTENT WITH PRIOR ROUND METHODOLOGY**

24. The allegations contained in the Twenty-fourth Paragraph are legal conclusions and not averments of fact to which an Answer is required. To the extent that an Answer is deemed required, the Township

admits that the quoted legal authorities speak for themselves.

25. Denied.

26. Denied.

**WHEREFORE**, the Township respectfully requests judgment in its favor and dismissal of Fair Share Housing Center's Counterclaim with prejudice, as well as an award of all fees and costs and other such relief as the Court deems just and proper.

**SECOND COUNT**

**IMMUNITY FROM BUILDER'S REMEDY LITIGATION  
AND REMOVAL OF HOME RULE ZONING POWERS**

27. The Township repeats and alleges its answers and responses in the proceeding Paragraphs of the Counterclaim as if set forth more fully at length herein.

28. The Township admits the allegations contained in the Twenty-eighth Paragraph, except that the Court has already granted immunity to the Township until November 28, 2016.

29. The Township admits the allegations contained in the Twenty-ninth Paragraph.

30. The allegations contained in the Thirtieth Paragraph are legal conclusions and not averments of fact to

which an Answer is required. To the extent that an Answer is deemed required, the Township admits that the quoted language speaks for itself.

31. The allegations contained in the Thirty-first Paragraph are legal conclusions and not averments of fact to which an Answer is required. To the extent that an Answer is deemed required, the Township admits that the quoted language speaks for itself.

32. The allegations contained in the Thirty-second Paragraph are legal conclusions and not averments of fact to which an Answer is required. To the extent that an Answer is deemed required, the Township admits that the referenced legal authorities speak for themselves.

**WHEREFORE**, the Township respectfully requests judgment in its favor and dismissal of Fair Share Housing Center's Counterclaim with prejudice, as well as an award of all fees and costs and other such relief as the Court deems just and proper.

### THIRD COUNT

#### **DETERMINATION OF FAIR SHARE OBLIGATIONS**

33. The Township repeats and alleges its answers and responses in the proceeding Paragraphs of the

Counterclaim as if set forth more fully at length herein.

34. The allegations contained in the Thirty-fourth Paragraph are legal conclusions and not averments of fact to which an Answer is required. To the extent that an Answer is deemed required, the Township admits that the quoted legal authorities speak for themselves.

35. Denied.

36. Denied.

**WHEREFORE**, the Township respectfully requests judgment in its favor and dismissal of Fair Share Housing Center's Counterclaim with prejudice, as well as an award of all fees and costs and other such relief as the Court deems just and proper.

#### FOURTH COUNT

#### **FAIR SHARE OBLIGATIONS**

37. The Township repeats and alleges its answers and responses in the proceeding Paragraphs of the Counterclaim as if set forth more fully at length herein.

38. The allegations contained in the Thirty-eighth Paragraph are legal conclusions and not averments of fact to which an Answer is required. To the extent

that an Answer is deemed required, the Township admits that the quoted legal authorities speak for themselves.

39. Denied.

40. Denied.

**WHEREFORE**, the Township respectfully requests judgment in its favor and dismissal of Fair Share Housing Center's Counterclaim with prejudice, as well as an award of all fees and costs and other such relief as the Court deems just and proper.

**FIFTH COUNT**

**MOUNT LAUREL COMPLIANCE BY THE TOWNSHIP**

41. The Township repeats and alleges its answers and responses in the proceeding Paragraphs of the Counterclaim as if set forth more fully at length herein.
42. The allegations contained in the Forty-second Paragraph are legal conclusions and not averments of fact to which an Answer is required. To the extent that an Answer is deemed required, the Township admits that the quoted legal authorities speak for themselves.
43. Denied. The Township has a Prior Round new construction obligation of 606 units.

44. Denied.
45. Denied. The Township cannot identify the source of the FSHC's allegations concerning its Third Round present need or "rehabilitation" obligation of 19 Affordable Units.
46. Denied.
47. Denied.
48. Denied.
49. Denied.
50. Denied.
51. Denied.
52. The allegations contained in the Fifty-second Paragraph are legal conclusions and not averments of fact to which an Answer is required. To the extent that an Answer is deemed required, the allegations contained in the Fifty-second Paragraph are denied.

**WHEREFORE**, the Township respectfully requests judgment in its favor and dismissal of Fair Share Housing Center's Counterclaim with prejudice, as well as an award of all fees and costs and other such relief as the Court deems just and proper.

SIXTH COUNT

NEW JERSEY CIVIL RIGHTS ACT

53. The Township repeats and alleges its answers and responses in the proceeding Paragraphs of the Counterclaim as if set forth more fully at length herein.
54. The allegations contained in the Fifty-fourth Paragraph are legal conclusions and not averments of fact to which an Answer is required. To the extent that an Answer is deemed required, the Township admits that the New Jersey Civil Rights Act speaks for itself.
55. Denied.
56. Denied.
57. Denied.
58. Denied.
59. Denied.
60. The allegations contained in the Sixtieth Paragraph are legal conclusions and not averments of fact to which an Answer is required. To the extent that an Answer is deemed required, the Township admits that the quoted language of the Act speaks for itself.
61. Denied.

62. Denied.

**WHEREFORE**, the Township respectfully requests judgment in its favor and dismissal of Fair Share Housing Center's Counterclaim with prejudice, as well as an award of all fees and costs and other such relief as the Court deems just and proper.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

The Counterclaim should be dismissed for its failure to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

The Township reserves the right to amend this Answer to assert additional defenses and/or to otherwise supplement, alter or change this Answer upon further investigation and discovery.

**THIRD AFFIRMATIVE DEFENSE**

The Counterclaim must be dismissed because the Fair Share Housing Center is not entitled to an award of damages in this matter.

**FOURTH AFFIRMATIVE DEFENSE**

The Counterclaim must be dismissed because the Township is not liable for the Fair Share Housing Center's claims pursuant to the New Jersey Civil Rights Act, N.J.S.A. 10:6-2, nor is the

Fair Share Housing Center entitled to an award of damages pursuant to said claims.

**FIFTH AFFIRMATIVE DEFENSE**

The Counterclaim must be dismissed because the Plaintiff's claims do not constitute a violation of the Equal Protection and/or Due Process requirements of the New Jersey Constitution.

**SIXTH AFFIRMATIVE DEFENSE**

The Fair Share Housing Center is not entitled to recover attorneys' fees and costs on their claims.

**EIGHTH AFFIRMATIVE DEFENSE**

The Fair Share Housing Center's claims, including but not limited to the claims filed pursuant to the New Jersey Civil Rights Act, N.J.S.A. 10:6-2, are barred by governmental immunity.

**NINTH AFFIRMATIVE DEFENSE**

The Fair Share Housing Center's claims must be dismissed because at all times relevant to this matter the Fair Share Housing Center was dealt with fairly and in good faith.

**CERTIFICATION PURSUANT TO R. 4:5-1**

I certify that the matters in controversy in this action are not the subject of any other action pending in any other court or of a pending arbitration proceeding, and that no other action or arbitration proceeding is contemplated, and that there

are no non-parties who should be joined in this action. I further certify that the foregoing statements made by me are true and correct to the best of my knowledge, and that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Anthony T. Drollas, Jr., Esq. is hereby designated as trial counsel for the Plaintiff in this matter.

**CAPEHART SCATCHARD, P.A.**  
Attorneys for Plaintiff

  
By: \_\_\_\_\_  
Anthony T. Drollas, Jr., Esq.  
Kelly A. Grant, Esq.

Dated: September 6, 2016