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Answer to the complaint  
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ATTORNEYS FOR DEFENDANTS, TOWNSHIP OF ROCKAWAY,  
GERALD HARTMANN and LUTZ RONLUND

MT. HOPE MINING COMPANY, a New Jersey Corporation and HALECREST COMPANY, a New Jersey Corporation,

Plaintiffs,

v.

TOWNSHIP OF ROCKAWAY, a Municipal Corporation of the State of New Jersey; GERALD HARTMANN, Building Inspector of the Township of Rockaway; and LUTZ RONLUND, Zoning Official of The Township of Rockaway,

Defendants.

SUPERIOR COURT OF  
NEW JERSEY  
LAW DIVISION  
MORRIS/MIDDLESEX  
COUNTY  
DOCKET NO. L-64385-  
84 P.W.

CIVIL ACTION

ANSWER

Defendants, TOWNSHIP OF ROCKAWAY, a Municipal Corporation of the State of New Jersey, GERALD HARTMANN, and LUTZ RONLUND, all with offices located at 65 Mt. Hope Road, Township of Rockaway, County of Morris, New Jersey, by way of Answer to the Complaint say:

FIRST COUNT

1. Defendants have insufficient information upon which to form a belief regarding the truth of the allegations of Paragraph 1 of the First Count of the Complaint.

2. Defendants have insufficient information upon which to form a belief regarding the truth of the allegations of Paragraph 2 of the First Count of the Complaint.

3. Defendants have insufficient information upon which to form a belief regarding the truth of the allegations contained in Paragraph 3 of the First Count of the Complaint.

4. Defendants admit the allegations of Paragraph 4 of the First Count of the Complaint.

5. Defendants admit the allegations of Paragraph 5 of the First Count of the Complaint.

6. Defendants admit the allegations of the first sentence of Paragraph 6 of the First Count of the Complaint. Defendants have insufficient information upon which to form a belief regarding the truth of the allegations of the second sentence of Paragraph 6 of the First Count of the Complaint.

7. Defendants deny the allegations of Paragraph 7 of the First Count of the Complaint.

8. Defendants deny the allegations of Paragraph 8 of the First Count of the Complaint, except to admit that plaintiffs' property in the PRD-1 and PRD-2 zones are suited to development for residential use, including construction of low and moderate income housing at the densities provided in the conditional zoning ordinance amendment.

9. Defendants deny the allegations of Paragraph 9 of the First Count of the Complaint.

10. Defendants deny the allegations of Paragraph 10 of the First Count of the Complaint. Plaintiffs will be able to construct the low and moderate income housing units provided for in the conditional zoning amendment without the density increases referred to in the Complaint.

11. Defendants deny the allegations of Paragraph 11 of the First Count of the Complaint.

WHEREFORE, Defendants demand judgment:

- A. Dismissing plaintiffs' Complaint;
- B. Entering a judgment of compliance with the mandates of Mt. Laurel II based upon the proposed settlement agreement between Rockaway Township and the plaintiffs in Morris County Fair Housing Counsel, et al. v. Boonton Township, et al.,

Docket No. L-6001-78 P.W.;

C. For counsel fees and costs of suit.

SECOND COUNT

1. Defendants repeat their answers to the allegations of the First Count of the Complaint as if set forth herein at length.

2. Defendants have insufficient information upon which to form a belief regarding the truth of the allegations of Paragraph 2 of the Second Count of the Complaint.

3. Defendants deny the allegations of Paragraph 3 of the Second Count of the Complaint.

4. Defendants deny the allegations of Paragraph 4 of the Second Count of the Complaint.

5. Defendants deny the allegations of Paragraph 5 of the Second Count of the Complaint.

6. Defendants deny the allegations of Paragraph 6 of the Second Count of the Complaint.

7. Defendants deny the allegations of Paragraph 7 of the Second Count of the Complaint.

8. Defendants deny the allegations of Paragraph 8 of the Second Count of the Complaint.

WHEREFORE, Defendants demand judgment:

- A. Dismissing plaintiffs' Complaint;
- B. Entering a judgment of compliance with the mandates of Mt. Laurel II based upon the proposed settlement agreement between Rockaway Township and the plaintiffs in Morris County Fair Housing Counsel, et al. v. Boonton Township, et al., Docket No. L-6001-78 P.W.;
- C. For counsel fees and costs of suit.

THIRD COUNT

1. Defendants repeat their answers to the allegations of the First and Second Counts as if set forth herein at length.

2. Defendants have insufficient information upon which to form a belief regarding the truth of the allegations of Paragraph 2 of the Third Count of the Complaint.

3. Defendants deny the allegations of Paragraph 3 of the Third Count of the Complaint.

4. Defendants deny the allegations of Paragraph 4 of the Third Count of the Complaint.

5. Defendant deny the allegations of Paragraph 5 of

the Third Count of the Complaint.

6. Defendants deny the allegations of Paragraph 6 of the Third Count of the Complaint.

7. Defendants deny the allegations of Paragraph 7 of the Third Count of the Complaint.

8. Defendants deny the allegations of Paragraph 8 of the Third Count of the Complaint.

WHEREFORE, Defendants demand judgment:

- A. Dismissing plaintiffs' Complaint;
- B. Entering a judgment of compliance with the mandates of Mt. Laurel II based upon the proposed settlement agreement between Rockaway Township and the plaintiffs in Morris County Fair Housing Counsel, et al. v. Boonton Township, et al., Docket No. L-6001-78 P.W.;
- C. For counsel fees and costs of suit.

FOURTH COUNT

1. Defendants repeat their answers to the allegations of the First Second and Third Counts of the Complaint as if set forth herein at length.

2. Defendants deny the allegations of Paragraph 2 of the Fourth Count of the Complaint.

3. Defendants deny the allegations of Paragraph 3 of the Fourth Count of the Complaint.

WHEREFORE, Defendants demand judgment:

- A. Dismissing plaintiffs' Complaint;
- B. Entering a judgment of compliance with the mandates of Mt. Laurel II based upon the proposed settlement agreement between Rockaway Township and the plaintiffs in Morris County Fair Housing Counsel, et al. v. Boonton Township, et al., Docket No. L-6001-78 P.W.;
- C. For counsel fees and costs of suit.

FIFTH COUNT

1. Defendants repeat their answers to the allegations of the First Second Third and Fourth Counts of the Complaint as if set forth herein at length.

2. Defendants deny the allegations of Paragraph 2 of the Fifth Count of the Complaint.

3. Defendants deny the allegations of paragraph 3 of



the Fifth Count of the Complaint.

WHEREFORE, Defendants demand judgment;

- A. Dismissing plaintiffs' complaint;
- B. For counsel fees and costs of suit.

SIXTH COUNT

1. Defendants repeat their answers to the allegations to the First Second Third Fourth and Fifth Counts of the Complaint as if set forth herein at length.

2. Defendants admit the allegations of Paragraph 2 of the Sixth Count of the Complaint.

3. Defendants deny the allegations of Paragraph 3 of the Sixth Count of the Complaint.

4. Defendants deny the allegations of Paragraph 4 of the Sixth Count of the Complaint.

WHEREFORE, Defendants demand judgment;

- A. Dismissing plaintiffs' complaint;

B. For counsel fees and costs of suit.

SEVENTH COUNT

1. Defendants repeat their answers to the First Second Third Fourth Fifth and Sixth Counts of the Complaint as if set forth herein at length.

2. Defendants have insufficient information upon which to form a belief regarding the truth of the allegations of Paragraph 2 of the Seventh Count of the Complaint.

3. Defendants admit the allegations of Paragraph 3 of the Seventh Count of the Complaint.

4. Defendants deny the allegations of Paragraph 4 of the Seventh Count of the Complaint.

5. Paragraph 5 of the Seventh Count of the Complaint contains no factual allegations but rather is a conclusory legal statement of the nature of the cause of action, to which no answer is appropriate.

6. Defendants deny the allegations of Paragraph 6 of the Seventh Count of the Complaint.

7. Defendants deny the allegations of Paragraph 7 of the Seventh Count of the Complaint.

WHEREFORE, Defendants demand judgment;

- A. Dismissing plaintiffs' complaint;
- B. For counsel fees and costs of suit.

EIGHTH COUNT

1. Defendants repeat their answers to the allegations of the First and Second Counts as if set forth herein at length.

2. Defendants deny the accuracy of the legal conclusions as set forth in Paragraph 2 of the Eighth Count of the Complaint.

WHEREFORE, Defendants demand judgment:

- A. Dismissing plaintiffs' Complaint;
- B. Entering a judgment of compliance with the mandates of Mt. Laurel II based upon the proposed settlement agreement between Rockaway Township and the plaintiffs in Morris County Fair Housing Counsel, et al. v. Boonton Township, et al.,  
Docket No. L-6001-78 P.W.;

C. For counsel fees and costs of suit.

FIRST SEPARATE DEFENSE

Plaintiffs failed to commence this action challenging the zoning regulations of the Township of Rockaway, the soil removal ordinance in the Township of Rockaway and the tree removal ordinance in the Township of Rockaway insofar as they effect of plaintiffs' property within the time limitations specified by controlling rules and statutes, and thus, are barred from bringing this action.

SECOND SEPARATE DEFENSE

Plaintiffs' Complaint has failed to state a cause of action upon which relief can be granted.

THIRD SEPARATE DEFENSE

As to defendant Lutz Ronlund, he no longer holds the office of zoning official of the Township of Rockaway and therefore is not an appropriate party to the within action.

FOURTH SEPARATE DEFENSE

Plaintiffs' actions are barred by the equitable doctrine of unclean hands.

FIFTH SEPARATE DEFENSE

Plaintiffs' actions are barred by the doctrine of laches.

SIXTH SEPARATE DEFENSE

Plaintiffs' actions are barred by the doctrine of waiver.

SEVENTH SEPARATE DEFENSE

Plaintiffs' actions are barred by the doctrine of estoppel.

WILEY, MALEHORN AND SIROTA  
Attorneys for Defendants  
Rockaway Township, Gerald  
Hartmann and Lutz Ronlund

By: \_\_\_\_\_

Fredric J. Sirota

Dated: October 15, 1984

C E R T I F I C A T I O N

We hereby certify that the within pleading was served within the time provided by the rules of the court.

\_\_\_\_\_  
Fredric J. Sirota