

John L. Shahdanian, II, Esq. (Attorney ID #039551997)  
Reginald Jenkins, Jr., Esq. Esq. (Attorney ID #049611998)  
McCUSKER, ANSELM, ROSEN & CARVELLI, P.C.  
210 Park Avenue, Suite 301  
Florham Park, NJ 07932  
(973) 635-6300  
*Attorneys for Township of Teaneck and  
Township Council of the Township of  
Teaneck*

THE STOP & SHOP SUPERMARKET  
COMPANY LLC,

Plaintiff,

v.

TOWNSHIP OF TEANECK; TOWNSHIP  
COUNCIL OF THE TOWNSHIP OF  
TEANECK; PLANNING BOARD OF  
THE TOWNSHIP OF TEANECK; XYZ  
CORPORATION 1-5; AND JOHN DOES  
1-5,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: BERGEN COUNTY  
DOCKET NO.: BER-L-003507-21

Civil Action

**ANSWER**

**The TOWNSHIP OF TEANECK (“Teaneck” or “Defendant”) and The  
TOWNSHIP COUNCIL OF THE TOWNSHIP OF TEANECK  
 (“Council”)(collectively “Defendants”)** each having its primary office at 818 Teaneck  
Road, Teaneck New Jersey 07666 by way of Answer to Complaint in Lieu of Prerogative  
Writs (“Complaint”), say:

**GENERAL ALLEGATIONS**

**Nature of Action**

1. The allegations in this paragraph of the Complaint constitute statements and a legal conclusion for which no response is required. To the extent a response is deemed necessary, the Defendants deny the allegations in this paragraph.

**The Parties**

2. Upon information and belief, Defendants admit the allegations set forth in paragraph 2 of the Complaint.
3. Defendants admit the allegations set forth in paragraph 3 of the Complaint.
4. Defendants admit the allegations set forth in paragraph 4 of the Complaint.
5. Defendants admit the allegations set forth in paragraph 5 of the Complaint.
6. Defendants neither admit nor deny the allegations set forth in paragraph 6 of the Complaint and leave Plaintiff to its proofs.
7. Defendants neither admit nor deny the allegations set forth in paragraph 7 of the Complaint and leave Plaintiff to its proofs.

**BACKGROUND**

8. Defendants admit the allegations set forth in paragraph 8 of the Complaint.
9. Upon information and belief Defendants admit the allegations set forth in paragraph 9 of the Complaint.
10. Defendants admit the allegations set forth in paragraph 10 of the Complaint.
11. Upon information and belief Defendants admit the allegations set forth in paragraph 11 of the Complaint.
12. Upon information and belief Defendants admit the allegations set forth in paragraph 12 of the Complaint.
13. Upon information and belief Defendants admit the allegations set forth in paragraph 13 of the Complaint.
14. Defendants admit the allegations set forth in paragraph 14 of the Complaint.

15. Upon information and belief Defendants admit Defendants admit the allegations set forth in paragraph 15 of the Complaint.
16. Defendants admit the allegations set forth in paragraph 16 of the Complaint.
17. Upon information and belief Defendants admit the allegations set forth in paragraph 17 of the Complaint.
18. Upon information and belief Defendants admit the allegations set forth in paragraph 18 of the Complaint.
19. Upon information and belief Defendants admit the allegations set forth in paragraph 19 of the Complaint.
20. Defendants neither admit nor deny the allegations set forth in paragraph 20 of the Complaint and leave Plaintiff to its proofs.
21. Defendants neither admit nor deny the allegations set forth in paragraph 21 of the Complaint and leave Plaintiff to its proofs.
22. Defendants neither admit nor deny the allegations set forth in paragraph 22 of the Complaint and leave Plaintiff to its proofs.

**Preliminary Investigation**

23. Defendants admit the allegations set forth in paragraph 23 of the Complaint.
24. Defendants admit the allegations set forth in paragraph 24 of the Complaint.
25. Defendants admit the allegations set forth in paragraph 25 of the Complaint.
26. Upon information and belief Defendants admit the allegations set forth in paragraph 26 of the Complaint.
27. Defendants admit the allegations set forth in paragraph 27 of the Complaint.
28. Defendants admit the allegations set forth in paragraph 28 of the Complaint.

Municipal Parking Lot (Block 705, Lot 4.01)

29. Defendants admit the allegations set forth in paragraph 29 of the Complaint.
30. Defendants admit the allegations set forth in paragraph 30 of the Complaint.
31. Defendants admit the allegations set forth in paragraph 31 of the Complaint.
32. Defendants admit the allegations set forth in paragraph 32 of the Complaint.

Stop & Shop (Lots 3, 4 & 5)

33. Defendants deny the allegations set forth in paragraph 33 of the Complaint, except admit only that the referenced Preliminary Investigation relied in part upon the referenced "Store Analysis".
34. Upon information and belief Defendants admit the allegations set forth in paragraph 34 of the Complaint.
35. Defendants neither admit nor deny the allegations set forth in paragraph 35 of the Complaint as the document speaks for itself.
36. Defendants deny the allegations set forth in paragraph 36 of the Complaint.
37. Defendants deny the allegations set forth in paragraph 37 of the Complaint.
38. Defendants deny the allegations set forth in paragraph 38 of the Complaint.
39. Defendants deny the allegations set forth in paragraph 39 of the Complaint.
40. Defendants deny the allegations set forth in paragraph 40 of the Complaint.
41. Defendants deny the allegations set forth in paragraph 41 of the Complaint.
42. Defendants deny the allegations set forth in paragraph 42 of the Complaint.
43. Defendants deny the allegations set forth in paragraph 43 of the Complaint.
44. Defendants deny the allegations set forth in paragraph 44 of the Complaint.
45. Defendants deny the allegations set forth in paragraph 45 of the Complaint.

46. Defendants neither admit nor deny the allegations set forth in paragraph 46 of the Complaint as the document speaks for itself.
47. Defendants deny the allegations set forth in paragraph 47 of the Complaint.
48. Upon information and belief Defendants admit the allegations set forth in paragraph 48 of the Complaint, except that they are without knowledge as to the internal deliberations and analyses of Plaintiff or its predecessors and therefore leave Plaintiff to its proofs.
49. Defendants deny the allegations set forth in paragraph 49 of the Complaint.
50. Defendants deny the allegations set forth in paragraph 50 of the Complaint.
51. Defendants deny the allegations set forth in paragraph 51 of the Complaint.
52. Defendants deny the allegations set forth in paragraph 52 of the Complaint.
53. Defendants deny the allegations set forth in paragraph 53 of the Complaint.
54. As the allegations set forth in paragraph 54 of the Complaint do not involve Defendants, no response is required, and Defendants leave Plaintiff to its proofs.
55. Defendants deny the allegations set forth in paragraph 55 of the Complaint.
56. Upon information and belief Defendants admit the allegations set forth in paragraph 56 of the Complaint .
57. Upon information and belief Defendants admit the allegations set forth in paragraph 57 of the Complaint, except deny to the extent necessary that notice of the referenced February 11, 2021 meeting was necessary.
58. Upon information and belief Defendants admit the allegations set forth in paragraph 48 of the Complaint.

59. Upon information and belief Defendants admit the allegations set forth in paragraph 59 of the Complaint.
60. Defendants deny the allegations set forth in paragraph 60 of the Complaint.
61. Defendants deny the allegations set forth in paragraph 61 of the Complaint.
62. Defendants deny the allegations the allegations set forth in paragraph 62 of the Complaint.

SGI Buddhist Center (Lots 1 & 2)

63. Defendants neither admit nor deny the allegations set forth in paragraph 63 of the Complaint as the document speaks for itself .
64. Defendants deny the allegations set forth in paragraph 64 of the Complaint.

**Designation of Redevelopment Area**

65. Upon information and belief Defendants admit the allegations set forth in paragraph 65 of the Complaint.
66. Upon information and belief Defendants admit the allegations set forth in paragraph 66 of the Complaint.
67. Upon information and belief Defendants admit the allegations set forth in paragraph 67 of the Complaint, except that they are without knowledge as the inclusion of the redevelopment designation in the agenda package.
68. Defendants admit the allegations set forth in paragraph 68 of the Complaint.
69. The allegations in paragraph 69 of the Complaint constitute statements and a legal conclusion for which no response is required.
70. Defendants deny the allegations set forth in paragraph 70 of the Complaint.

71. Defendants admit the allegations set forth in paragraph 71 of the Complaint.
72. The allegations set forth in paragraph 72 of the Complaint constitute statements and a legal conclusion for which no response is required. To the extent a response is deemed necessary, the Defendants deny the allegations in this paragraph.
73. Defendants neither admit nor deny the allegations set forth in paragraph 73 of the Complaint and leave Plaintiff to its proofs, except deny that Stop & Shop received no notice of the Council's determination and deny, to the extent necessary, that Stop & Shop's Complaint is timely as to the determination and resolution of the Planning Board.

**COUNT ONE**

**The Redevelopment Area Does Not Meet the Criteria  
for Designation Pursuant to the LRHL**

74. Defendants repeat each and every response above and incorporate the same as if more fully set forth herein.
75. Defendants deny the allegations set forth in paragraph 75 of the Complaint insofar as it relates to them.
76. Defendants deny the allegations set forth in paragraph 76 of the Complaint insofar as it relates to them.
77. Defendants deny the allegations set forth in paragraph 77 of the Complaint insofar as it relates to them.
78. Defendants deny the allegations set forth in paragraph 78 of the Complaint insofar as it relates to them.

79. Defendants deny the allegations set forth in paragraph 79 of the Complaint insofar as it relates to them.
80. Defendants deny the allegations set forth in paragraph 80 of the Complaint insofar as it relates to them.
81. Defendants deny the allegations set forth in paragraph 81 of the Complaint insofar as it relates to them.
82. Defendants deny the allegations set forth in paragraph 82 of the Complaint insofar as it relates to them.
83. Defendants deny the allegations set forth in paragraph 83 of the Complaint insofar as it relates to them.
84. Defendants deny the allegations set forth in paragraph 84 of the Complaint insofar as it relates to them.
85. Defendants deny the allegations set forth in paragraph 85 of the Complaint insofar as it relates to them.
86. Defendants deny the allegations set forth in paragraph 86 of the Complaint insofar as it relates to them.
87. Defendants deny the allegations set forth in paragraph 87 of the Complaint insofar as it relates to them.
88. Defendants deny the allegations set forth in paragraph 88 of the Complaint insofar as it relates to them.
89. Defendants deny the allegations set forth in paragraph 89 of the Complaint insofar as it relates to them.



90. Defendants deny the allegations set forth in paragraph 90 of the Complaint insofar as it relates to them.

**WHEREFORE**, the Defendant Township of Teaneck and Defendant Township Council for the Township of Teaneck demand judgment dismissing the Complaint, together with an award for all such other relief the Court deems equitable and just.

**COUNT TWO**

**The Planning Board's Recommendation, and the Township Council Resolution No. 87-2021, were Arbitrary, Capricious, and Unreasonable and Must be Rescinded**

91. Defendants repeat each and every response above and incorporate the same as if more fully set forth herein.
92. Defendants deny the allegations set forth in paragraph 92 of the Complaint insofar as it relates to them.
93. Defendants deny the allegations set forth in paragraph 93 of the Complaint insofar as it relates to them.
94. Defendants deny the allegations set forth in paragraph 94 of the Complaint insofar as it relates to them.
95. Defendants deny the allegations set forth in paragraph 95 of the Complaint insofar as it relates to them.
96. Defendants deny the allegations set forth in paragraph 96 of the Complaint insofar as it relates to them.
97. Defendants deny the allegations set forth in paragraph 97 of the Complaint insofar as it relates to them.
98. Defendants deny the allegations set forth in paragraph 98 of the Complaint insofar as it relates to them.

99. Defendants deny the allegations set forth in paragraph 99 of the Complaint insofar as it relates to them.
100. Defendants deny the allegations set forth in paragraph 100 of the Complaint insofar as it relates to them.
101. Defendants deny the allegations set forth in paragraph 101 of the Complaint insofar as it relates to them.
102. Defendants deny the allegations set forth in paragraph 102 of the Complaint insofar as it relates to them.
103. Defendants deny the allegations set forth in paragraph 103 of the Complaint insofar as it relates to them.
104. Defendants deny the allegations set forth in paragraph 104 of the Complaint insofar as it relates to them.

**WHEREFORE**, the Defendant Township of Teaneck and Defendant Township Council for the Township of Teaneck demand judgment dismissing the Complaint, together with an award for all such other relief the Court deems equitable and just.

**COUNT THREE**

**Designation of the Redevelopment Area Is Invalid Due to Conflict of Interest**

105. Defendants repeat each and every response above and incorporate the same as if more fully set forth herein.

**Conflict Arising from Store Analysis**

106. Defendants deny the allegations set forth in paragraph 106 of the Complaint insofar as it relates to them.

107. Defendants deny the allegations set forth in paragraph 107 of the Complaint insofar as it relates to them.
108. Defendants admit the allegations set forth in paragraph 108 of the Complaint insofar as it relates to them.
109. Defendants admit the allegations set forth in paragraph 109 of the Complaint insofar as it relates to them.
110. Defendants admit the allegations set forth in paragraph 110 of the Complaint insofar as it relates to them.
111. Defendants neither admit nor deny the allegations set forth in paragraph 111 of the Complaint as being premature insofar as a final redevelopment project has yet to be presented or agreed upon.
112. Defendants neither admit nor deny the allegations set forth in paragraph 112 of the Complaint as being premature insofar as a final redevelopment project has yet to be presented or agreed upon.
113. Defendants deny the allegations set forth in paragraph 113 of the Complaint insofar as it relates to them.
114. Defendants deny the allegations set forth in paragraph 114 of the Complaint.
115. Defendants deny the allegations set forth in paragraph 115 of the Complaint.
116. Defendants deny the allegations set forth in paragraph 116 of the Complaint insofar as it relates to them.
117. Defendants neither admit nor deny the allegations set forth in paragraph 117 of the Complaint and leave Plaintiff to its proofs.

118. Defendants deny the allegations set forth in paragraph 118 of the Complaint insofar as it relates to them.
119. Defendants deny the allegations set forth in paragraph 119 of the Complaint insofar as it relates to them.
120. Defendants deny the allegations set forth in paragraph 120 of the Complaint insofar as it relates to them.
121. Defendants deny the allegations set forth in paragraph 121 of the Complaint insofar as it relates to them.
122. Defendants deny the allegations set forth in paragraph 122 of the Complaint insofar as it relates to them.
123. Defendants deny the allegations set forth in paragraph 123 of the Complaint insofar as it relates to them.
124. Defendants neither admit nor deny the allegations set forth in paragraph 124 of the Complaint and leave Plaintiff to its proofs.
125. Defendants deny the allegations set forth in paragraph 125 of the Complaint insofar as it relates to them.
126. Defendants deny the allegations set forth in paragraph 126 of the Complaint insofar as it relates to them.
127. Defendants deny the allegations set forth in paragraph 127 of the Complaint insofar as it relates to them.
128. Defendants deny the allegations set forth in paragraph 128 of the Complaint insofar as it relates to them.

**Conflict Arising from Participation by Planning Board Member Rose**

129. As the allegations set forth in Paragraph 129 of the Complaint do not involve Defendants, no response is required and Defendants leave Plaintiff to its proofs.
130. As the allegations set forth in Paragraph 130 of the Complaint do not involve Defendants, no response is required and Defendants leave Plaintiff to its proofs.
131. As the allegations set forth in Paragraph 131 of the Complaint do not involve Defendants, no response is required and Defendants leave Plaintiff to its proofs.
132. As the allegations set forth in Paragraph 132 of the Complaint do not involve Defendants, no response is required and Defendants leave Plaintiff to its proofs.
133. As the allegations set forth in Paragraph 133 of the Complaint do not involve Defendants, no response is required and Defendants leave Plaintiff to its proofs.
134. Defendants deny the allegations set forth in paragraph 134 of the Complaint insofar as it relates to them.
135. Defendants deny the allegations set forth in paragraph 135 of the Complaint insofar as it relates to them.
136. Defendants deny the allegations set forth in paragraph 136 of the Complaint insofar as it relates to them.
137. Defendants deny the allegations set forth in paragraph 137 of the Complaint insofar as it relates to them.

**WHEREFORE**, the Defendant Township of Teaneck and Defendant Township Council for the Township of Teaneck demand judgment dismissing the Complaint, together with an award for all such other relief the Court deems equitable and just.

**COUNT FOUR**

**Designation of the Redevelopment Area is Invalid Due to Procedural Deficiencies**

138. Defendants repeat each and every response above and incorporate the same as if more fully set forth herein.
139. Defendants deny the allegations set forth in paragraph 139 of the Complaint insofar as it relates to them.
140. Defendants deny the allegations set forth in paragraph 140 of the Complaint insofar as it relates to them.
141. Defendants deny the allegations set forth in paragraph 141 of the Complaint insofar as it relates to them.
142. Defendants deny the allegations set forth in paragraph 142 of the Complaint insofar as it relates to them.
143. Defendants deny the allegations set forth in paragraph 143 of the Complaint insofar as it relates to them.
144. Defendants deny the allegations set forth in paragraph 144 of the Complaint insofar as it relates to them.
145. Defendants deny the allegations set forth in paragraph 145 of the Complaint insofar as it relates to them.
146. Defendants deny the allegations set forth in paragraph 146 of the Complaint insofar as it relates to them.
147. Defendants deny the allegations set forth in paragraph 147 of the Complaint insofar as it relates to them.

148. Defendants deny the allegations set forth in paragraph 148 of the Complaint insofar as it relates to them.

**WHEREFORE**, the Defendant Township of Teaneck and Defendant Township Council for the Township of Teaneck demand judgment dismissing the Complaint, together with an award for all such other relief the Court deems equitable and just.

**AFFIRMATIVE DEFENSES**

1. The Complaint fails to set forth any claim upon which relief can be granted.
2. The claims set forth in the Complaint are barred, in whole or in part, by the applicable rules and statutes of limitations.
3. Plaintiff's claims are barred, in whole or in part, by the doctrine of estoppel.
4. Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.
5. Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver.
6. Plaintiff's claims are barred, in whole or in part as Plaintiff received the statutory notice of the proceeding(s) complained of.
7. Plaintiff's claims are barred, in whole or in part as Plaintiff received the actual notice of the proceeding(s) complained of.
8. Plaintiff suffered no losses or damages by reason of any of the alleged acts/omissions of the Defendants.
9. Plaintiff suffered no losses or damages by reason of the fact that the proposed Redevelopment Area is designated as a "non-condemnation area in need of redevelopment" which designation poses no adverse impact to any of Plaintiff's existing title or leasehold interests in and to any of the referenced properties, and further imposes

no adverse obligations or requirements upon Plaintiff.

10. Plaintiff's claims are frivolous.

11. Plaintiff did in fact receive the notice and communications claimed not to have been sent and received, and thus their claims are knowingly frivolous.

12. Defendants reserve the right to assert additional defenses based upon ongoing discovery in this action.

**WHEREFORE**, , the Defendant Township of Teaneck and Defendant Township Council for the Township of Teaneck demand judgment dismissing the Complaint, awarding them fees and costs, together with an award for all such other relief the Court deems equitable and just.

McCUSKER, ANSELM, ROSEN  
& CARVELLI, P.C.  
210 Park Avenue, Suite 301  
Florham Park, NJ 07932  
(973) 635-6300  
Attorneys for Township of Teaneck

Dated: November 4, 2021

By:   
Reginald Jenkins, Jr.

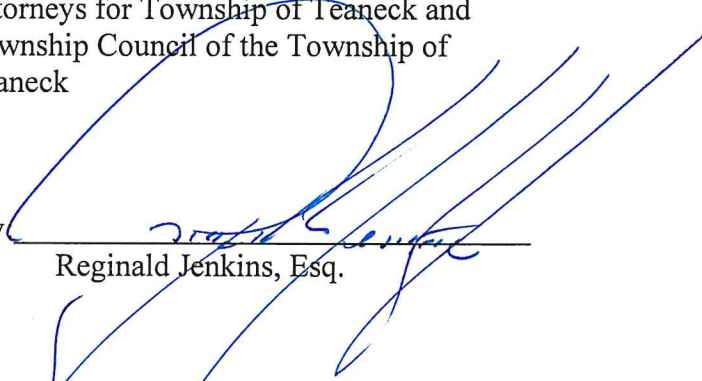


**DESIGNATION OF TRIAL COUNSEL**

**NOTICE IS HEREBY GIVEN** pursuant to R.4:5-1 that Reginald Jenkins, Jr. is hereby designated trial counsel for The Township of Teaneck in the within matter.

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& CARVELLI, P.C.  
210 Park Avenue, Suite 301  
Florham Park, NJ 07932  
(973) 635-6300  
Attorneys for Township of Teaneck and  
Township Council of the Township of  
Teaneck

Dated: November 4, 2021

By:   
\_\_\_\_\_  
Reginald Jenkins, Esq.

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

**I HEREBY CERTIFY** that the matter in controversy is not the subject of any other action pending in any other court or any pending arbitration proceeding, nor is any such other action or arbitration proceeding presently contemplated.

**I FURTHER CERTIFY** that no additional parties known to the plaintiff should be joined in this action at this time.

McCUSKER, ANSELM, ROSEN  
& CARVELLI, P.C.  
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Florham Park, NJ 07932  
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Attorneys for Township of Teaneck and  
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Dated: November 4, 2021

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