



*State of New Jersey*  
OFFICE OF ADMINISTRATIVE LAW

**INITIAL DECISION**

**SETTLEMENT**

OAL DKT. NO.: ADC 9219-05

AGENCY DKT. NO.: RTF # 0243-03 &

OAL DKT. NO.: ADC 3393-07

AGENCY DKT. NO. SADC # 0244-03

**I/M/O RONALD BINAGHI, STOKES FARM**

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**Christopher Botta**, Esq., for petitioner Robert Binaghi, Stokes Farm, Inc.  
(Botta & Associates, attorneys)

**Alan S. Ashkinaze**, Esq. for respondent James and Wilda Lagrosa (Law Offices  
of Alan S. Ashkinaze, attorney)

Record Closed: June 17, 2009

Decided: June 18, 2009

**BEFORE JEFFREY A. GERSON, ALJ:**

The above matters were transmitted to the Office of Administrative Law (OAL) on August 4, 2005 and March 20, 2007 for hearing as contested cases pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F1 to -13. Several hearing dates were scheduled but adjourned because the parties were discussing settlement. On June 17, 2009, a Stipulation of Settlement with Prejudice was signed by the parties and filed in the OAL. A copy of the Stipulation of Settlement with Prejudice is attached hereto and made a part hereof. Notwithstanding the fact that the Stipulation of Settlement is marked "DRAFT", it nevertheless represents the final agreement of the parties.

I have reviewed the record and terms of the settlement I and **FIND:**

1. The parties have voluntarily agreed to the settlement as evidenced by the signatures of the parties or their representatives.
2. The settlement fully disposes of all issues in controversy and is consistent with law.

I **CONCLUDE** that the agreement meets the safeguard requirements of N.J.A.C. 1:1-19.1 and, accordingly, I approve the dismissal and **ORDER** that the parties comply with the dismissal terms and that these proceedings be **CONCLUDED**.

I hereby **FILE** my initial decision with the **STATE AGRICULTURE DEVELOPMENT COMMITTEE** for consideration.

This recommended decision may be adopted, modified or rejected by the **STATE AGRICULTURE DEVELOPMENT COMMITTEE**, which by law is authorized to make a final decision in this matter. If the State Agriculture Development Committee does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

6/18/09  
DATE

Jeffrey A. Gerson / OAL  
JEFFREY A. GERSON, ALJ

Date Received at Agency:

6-23-09

**JUN 23 2009**

\_\_\_\_\_  
DATE  
sej

Mailed to Parties:  
Ann Sanders  
DIRECTOR AND  
CHIEF ADMINISTRATIVE LAW JUDGE  
\_\_\_\_\_  
OFFICE OF ADMINISTRATIVE LAW

Associates

~~BOTTA & GARVER~~  
50 South Franklin Turnpike  
Ramsey, N.J. 07446  
(201) 818-6400  
Attorneys for Ronald Binaghi, Stokes Farm

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1/M/O Ronald Binaghi, Stokes Farm  
OAL Docket No. ADC0219-05; and  
ADC 03393-07

STIPULATION OF SETTLEMENT  
WITH PREJUDICE

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WHEREAS, Ronald Binaghi and Stokes Farm (collectively referred to hereafter as "Binaghi/Stokes Farm") submitted a request in February, 2005 to the Bergen County Agricultural Board (BCADB) seeking "assistance" in connection with certain land use and operational issues associated with Stokes Farm, a commercial farm located in Old Tappan, New Jersey; and

WHEREAS, Janet and Wilda Lagrosas (the "Lagrosas") filed a grievance on April 19, 2005 with the BCADB pursuant to the Right to Farm Act against Binaghi/Farm alleging inter alia that the proliferation and operation of the greenhouse structures constructed and operated by Binaghi/Stokes Farm has adversely impacted the Lagrosas' health and use and enjoyment of their home; and

WHEREAS, in order to avoid any conflict of interests complaints against BCADB as a result of Ronald Binaghi being a member of the BCADB, the BCADB referred the above two (2) matters to the State Agriculture Development Committee (SADC) for adjudication; and

WHEREAS, the SADC subsequently transmitted these matters to OAL for fact finding and adjudication; and

WHEREAS, the Lagrosas filed a second grievance on December 8, 2005, with the BCADB pursuant to the Right to Farm Act against Binaghi/Stokes Farm alleging inter alia that the construction and operation of a new greenhouse structure replacing an older, smaller greenhouse along the Lagrosa property line coupled with the continued operation of the existing greenhouse structures will adversely impact the Lagrosas' health and use and enjoyment of their home; and

WHEREAS, due to Ronald Binaghi being a member of the BCADB, the BCADB similarly referred the December 2005 grievance to the State Agriculture Development Committee (SADC) for adjudication; and

WHEREAS, the SADC subsequently transmitted this matter to OAL for fact finding and adjudication; and

WHEREAS, the Lagrosas also filed an ethics complaint against Ronald Binaghi in his capacity as an elected official of the State of New Jersey; and

WHEREAS, at the Lagrosas' request Binaghi/Stokes Farm fabricated and installed baffles on the greenhouse fans abutting the Lagrosas' property which has for the most part eliminated the perceived wind problem; and

WHEREAS, the parties now wish to memorialize hereon the terms of this settlement; and

NOW THEREFORE, Binaghi/Stokes Farm and the Lagrosas agree to settle their dispute on the following terms:

1. *See amendment*  
1. Binaghi/Stokes Farm shall at its sole cost and expense plant a sufficient number of evergreen trees on the north side of the Lagrosas' property by March 15, 2008 so as to screen the greenhouses on the Binaghi/Stokes Farm property, it being understood that it will take some time for the evergreen screening to completely screen the structures. The plantings shall be on the north side of the dirt road running along the fence erected by the Lagrosas as more particularly denoted on Schedule A attached hereto and incorporated hereinto. *Remove & replace w/ Attach #1*

2. The parties acknowledge and agree that the commercial farming operations occurring on the Binaghi/Stokes Farm property are permitted and the Lagrosas agree to cease any and bring no further legal or administrative action with respect to the said operations except in order to enforce the terms of this Settlement Agreement and/or to enforce Binaghi's compliance with all applicable laws, rules and regulations governing commercial farms.

3. The Lagrosas shall withdraw their pending ethics complaint against Ronald Binaghi.

4. The parties acknowledge that with respect to the activities and structures on the Binaghi/Stokes Farm property abutting the Lagrosas' property, Binaghi is of the opinion that the Borough of Old Tappan, of its agents, servants and/or employees issued the proper permits and followed the proper procedures and that there has been no special preference given to anyone.

5. The parties shall <sup>not</sup> ~~discuss with the media nor~~ issue any "press release" or any equivalent communication the subject matter hereof, now or in the future.

*Handwritten initials/signature*

*Handwritten initials/signature*

ASH  
CB  
RB  
JH  
ASH  
CB  
RB  
JH

existing

6. Binaghi shall at its own cost and expense maintain the fabricated and installed baffles on the greenhouse fans abutting the Lagrosa property as long those greenhouses are used on the Binaghi/Stokes Farm property. The design of the fabricated and installed baffles are more fully denoted and described on Schedule B attached hereto and incorporated herein.

7. Binaghi shall at its own sole cost and expense cleanup the rubbish and waste on and around the area of the farm's parking lot immediately adjacent to the Lagrosa's driveway. Further, Binaghi agrees that Binaghi/Stokes Farm shall thereafter maintain that area so it is free of debris. This subject area is more particularly denoted on Schedule C attached hereto and incorporated herein.

7. Binaghi agrees that it shall refrain from using any and all lights at all greenhouses currently existing and/or hereafter existing on the Binaghi/Stokes Farm property between sundown and sunrise until such time as the Lagrosa property has been effectively screened pursuant to provisions outlined paragraph above.


deleted.

8. Upon execution and filing with the court of this document, or as the ALJ otherwise directs, the parties shall withdraw their respective OAL claims.

9. Other than as set forth in this Agreement, the parties hereby release and give up any and all claims and rights which they may have against the other, including but not limited to claims for personal injury, property damage, alleged building code, land use and/or zoning violations, use of lawful chemicals and/or substances in connection with the farming business. This Release covers all claims, including those of which the parties may not be aware and those not mentioned in this Agreement. This Release applies to claims resulting from anything which has happened up to now.

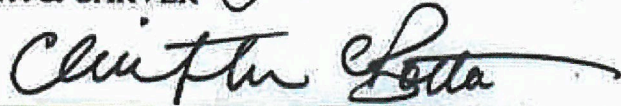
**DRAFT**

Dated: 6/17/09

  
ALAN S. ASHKINAZE  
Counsel for James and Wilda Lagrosa

Dated: 6/17/09

**ASSOCIATES**  
BOTTA & CARVER

  
By  
Alexander H. Carver, III - CHRISTOPHER C. BOTTA  
Counsel for Ronald Binaghi and Stokes Farm

of the farm's parking lot immediately adjacent to the Lagrosa's driveway

Agreed as to form and content  
this 17 day of June, ~~2008~~ 2009

Ronald Binaghi, Jr.  
Ronald Binaghi, Jr.

Agreed as to form and content  
this 17 day of June, 2009

James Lagrosa  
James Lagrosa

Agreed as to form and content  
this \_\_\_ day of \_\_\_, 2008.

Wilda Lagrosa  
Wilda Lagrosa

DRAFT

1. Binaghi/Stokes Farm shall at its sole cost and expense:

- ① Plant at least ten (10) Leland Cypress trees, of a height between 5'-6', on a berm on the North side of ~~the~~ <sup>the road</sup> property, at the South end of green house, extending 35 feet to the East, as shown on Exhibit A.
- ② Planting shall be completed by 11/15/09
- ③ Binaghi/Stokes Farm agrees to maintain plantings, and replace any plantings which may die
- ④ La Grana will bear cost of any plantings on their own property, if they choose to do so.

Ronald Binaghi

[Signature]

6/17/09

Clifford [Signature]

[Signature]

Exhibit "A"

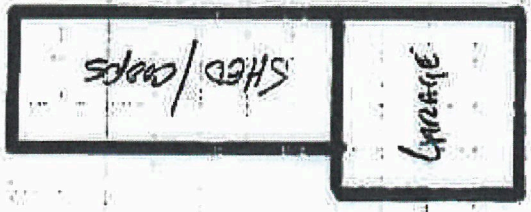
Sketch for:

Mrs. Lagrosa

NJ 07675

SCALE - 1" = 20' Approx

Handwritten initials/signature



(8.) ~~Proposed Supply - Inverill~~  
 (S-7) 12 ft narrow spool  
 (opposite side of road (S-505))

