



Feb. 14. 2018 3:23PM

No. 752 P. 1

#141



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

BS
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INITIAL DECISION

SETTLEMENT

OAL DKT. NO. ADC 14324-12
(REMAND DKT. NO. ADC 8445-12)
AGENCY DKT. NO. SADC ID # 1342B

STONYBROOK MEADOWS, LLC,
EDWARD AND LINDA FEINBERG,
Petitioners,

v.

HUNTERDON COUNTY AGRICULTURE
DEVELOPMENT BOARD,
Respondent.

And,

OAL DKT. NO. ADC 00057-14
AGENCY DKT. NO. SADC ID #1342
(CONSOLIDATED)

EDWARD AND LINDA FEINBERG,
Petitioners,

v.

HUNTERDON COUNTY
AGRICULTURE DEVELOPMENT
BOARD,
Respondent.

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2018 FEB 15 A 11:37
NJ STATE AGRICULTURE
DEVELOPMENT COMMITTEE

Michael Sullivan, Esq., for petitioners, Edward and Linda Feinberg (Parker McCay, P.A., attorneys)

Robert P. Merenich, Esq., for respondent, Ann Del Campo (Gemmel Todd & Merenich, attorneys)

Aaron Culton, Esq., Assistant County Counsel, for respondent, Hunterdon County Agriculture Development Board (Shana L. Taylor, Esq., County Counsel, attorney)

Record Closed: January 30, 2018

Decided: February 12, 2018

BEFORE JOHN S. KENNEDY, ALJ:

This matter was filed with the Office of Administrative Law (OAL) on October 23, 2012, for determination as a contested case, pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13.

The parties agreed to a settlement of all issues in dispute and have prepared a Settlement Agreement (J-1), which is attached and fully incorporated herein.

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

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

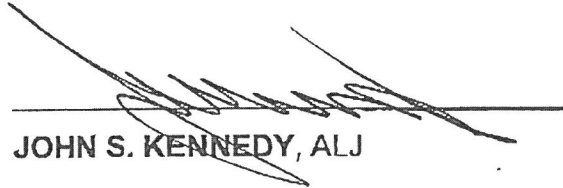
I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

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.

February 12, 2018

DATE


JOHN S. KENNEDY, ALJ

Date Received at Agency:

2/14/18

Date Mailed to Parties:

JSK/jdw/lam

APPENDIX

LIST OF EXHIBITS

Jointly Submitted:

J-1 Settlement Agreement, received by the Office of Administrative Law on
January 30, 2018

SETTLEMENT AGREEMENT

On this 30th day of January, 2018, the parties Linda R. Feinberg, Edward Feinberg, and Ann del Campo and Stonybrook Meadows, LLC, agree to the following:

- (1) Ann del Campo shall make application to the appropriate East Amwell Township authority to build and construct a separate and independent driveway on land owned by del Campo, adjacent to the existing driveway located at _____.
- (2) Del Campo shall take all necessary steps as required by the Township of East Amwell to build the driveway, including submitting a complete application for approval, by May 1, 2018.
- (3) The Feinbergs agree to not challenge said application.
- (4) Said driveway shall be completed on or before May 1, 2019.
- (5) Del Campo shall also take all steps necessary to amend the Common Driveway Maintenance Agreement. The Common Driveway Maintenance Agreement, as revised and amended, shall be filed in the Office of County Clerk no later than May 1, 2019. The new Common Driveway Maintenance Agreement shall ensure that the Feinbergs and del Campo/Stonybrook Meadows shall have and maintain separate and independent driveways.
- (6) If del Campo fails to build the driveway by May 1, 2019, del Campo agrees to proceed before East Amwell for conditional use approval to establish the locational requirement of the Right to Farm Act.
- (7) Feinbergs agree that they will not object to the application but they reserve the right to comment on prospective conditions associated with any such conditional use approval.
- (8) Between the date of this settlement and the date the driveway is completed, del Campo may continue to engage in her current activities. However, she will not undertake any dinners. No alcohol shall be served or allowed to be consumed at farm tastings.
- (9) Within 30 days of the date of this agreement, del Campo shall provide proof of liability insurance for the common driveway, with the Feinbergs noted as additional insureds on the policy. The Feinbergs shall provide of liability insurance to del Campo.
- (10) Del Campo agrees to install and maintain a vegetative buffer between the new driveway on her property and the Feinberg lot line. The buffer shall be a deer-resistant, native cedar variety, or as approved by the Township.
- (11) After construction of the driveway is complete, and consistent with the SADC final decision dated November 14, 2013, del Campo agrees to return to the HCADB as required by the SADC to supplement the record as to all items identified in Section IV, Paragraphs A

through F, H, and I, of the SADC final decision, on notice to the Feinbergs, who will not object to the application on a jurisdictional basis.

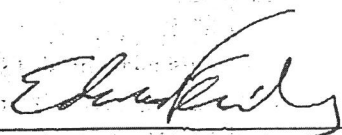
(12) Feinbergs agree that at any further proceedings before the HCADB, they will not object to any activities that have already been approved by the HCADB or to the enlargement of the farm market within the existing building but reserve their right to object to any new activities or any application to intensify or expand existing or previously approved activities not covered by an AMP, but not on a jurisdictional basis.

(13) This Agreement will be entered on the record before Honorable John Kennedy, ALJ, subject to an appropriate voir dire of the parties.

(14) Should any party violate any of the terms set forth herein, motion to enforce the Agreement shall be brought in the Superior Court, Law Division, Hunterdon County, with the prevailing party entitled to attorneys fees and costs.

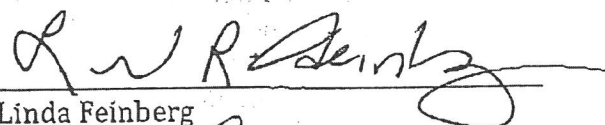
(15) This Agreement shall be binding on the parties, their successors, heirs and assigns.

(16) Ann del Campo represents that she is the sole owner and operator of Stonybrook Meadows, LLC and that she is fully authorized to execute this agreement.



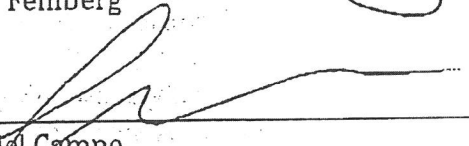
Edward Feinberg

1/30/2018
date



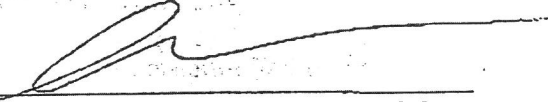
Linda Feinberg

1/30/2018
date



Ann del Campo

1-30-18
date



Stonybrook Meadows, LLC, by Ann del Campo

1-30-18
date