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Attorneys for Defendants Township of Bloomfield
and Municipal Council of the Township of Bloomfield

FILED

JUN - 4 2007

PATRICIA K. COSTELLO, AISC

ALESSANDRO and GRACE LARDIERI,
LITA and MYRNA CISERO, DEBRA and
VICTOR LEWIS, d/b/a 606 BLOOMFIELD
AVENUE PARTNERSHIP, LEWIS SANTUS,
d/b/a 77-79 WASHINGTON STREET CORP.
and 77-79 WASHINGTON STREET CORP.,
ANTHONY ELLENBOGEN, 31
LACKAWANNA PLACE, L.L.C., and 35
LACKAWANNA PLACE, LLC.

Plaintiffs,

vs.

THE TOWNSHIP OF BLOOMFIELD, THE
MUNICIPAL COUNCIL OF THE TOWNSHIP
OF BLOOMFIELD, THE PLANNING BOARD
OF THE TOWNSHIP OF BLOOMFIELD

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY
Docket No. ESX-L-8929-06

CIVIL ACTION

**CONSENT ORDER
APPROVING DISMISSAL
WITHOUT PREJUDICE**

THIS MATTER having been the subject of a conference with the Court and the parties, namely, plaintiffs Alessandro and Grace Lardieri, Lita and Myrna Cisero, Debra and Victor Lewis, d/b/a 606 Bloomfield Avenue Partnership, Lewis Santus, d/b/a 77-79 Washington Street Corp. and 77-79 Washington Street Corp., Anthony Ellenbogen, 31 Lackawanna Place, LLC, and 35 Lackawanna Place, LLC (“Plaintiffs”), (William J. Ward, Esq., and James M. Turteltaub, Esq. appearing); defendants Township of Bloomfield and Municipal Council of the Township of Bloomfield (the “Township”) (Catherine E. Tamasik, Esq. appearing); and Planning Board of the Township of Bloomfield (“Planning Board”) (Michael S. Rubin, Esq. appearing); and it appearing that the Complaint is in the form of an Action in Lieu of Prerogative Writs challenging the

Defendants' actions to designate the Bloomfield Center Redevelopment Area to be in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL") based on a 2006 Supplemental Redevelopment Study of the Bloomfield Center Redevelopment Area (the "Supplemental Study"); and it further appearing that in 2000, the Township and the Planning Board took actions to designate the Bloomfield Center Redevelopment Area to be in "need of redevelopment" pursuant to the LRHL ("2000 Area Designation"); and it further appearing that the 2000 Area Designation was put into question by decisions of the Superior Court of New Jersey which identified deficiencies the Supplemental Study was intended to remedy; and it further appearing that Plaintiffs' Complaint challenged the validity and efficacy of the actions taken pursuant to Supplemental Study and 2000 Area designation; and it further appearing that the Township has adopted a redevelopment plan for the Bloomfield Center Redevelopment Area, which may be amended from time to time (the "Redevelopment Plan"); and it further appearing that the parties have reached an amicable resolution to address the issues raised in this action under the terms set forth herein, and for good cause having been shown:

IT IS ON THIS 4th DAY OF ^{June} ~~May~~, 2007

IT IS HEREBY ORDERED as follows:

1. The Complaint be and hereby is dismissed without prejudice and subject to the conditions of this Order and without costs to any party;
2. Solely with respect to Plaintiffs' properties listed in Exhibit A hereto ("Plaintiffs' Properties"), which are located in the Bloomfield Center Redevelopment Area described in Exhibit B hereto ("Redevelopment Area"), the Township or any designated redevelopment entity shall not exercise its powers of eminent domain granted by the LRHL to effectuate the redevelopment of the Redevelopment Area or Redevelopment Plan pursuant to the 2000 Area Designation and actions taken pursuant to the Supplemental Study;

3. The Township may enter into a redevelopment agreement with a designated redeveloper(s) for the redevelopment of some or all of the Bloomfield Center Redevelopment Area including Plaintiffs' Properties and may enact further amendments to the Redevelopment Plan. No Redevelopment Plan, redevelopment agreement or other actions adopted or executed in furtherance of the 2000 Area Designation and/or actions taken pursuant to the Supplemental Study shall authorize the acquisition of Plaintiffs' Properties by eminent domain, or include Plaintiffs' Properties on a "to be acquired" list. Should any designated redeveloper(s), the Township or its designated redevelopment entity wish to acquire one or more of Plaintiffs' Properties, it may do so only by means of a transaction acceptable to the owner(s) of said property(ies);

4. None of the Plaintiffs shall be required to sell or otherwise transfer title to their properties to the Defendants, a designated redevelopment entity or any redeveloper;

5. None of the Plaintiffs shall be required to enter into a redevelopment agreement with the Township or any designated redevelopment entity to redevelop any of the Plaintiffs' Properties;

6. For the period of one year from the date of this Order ("the "Order Period"), and notwithstanding the Parties agreement to abide by the terms of this Order, if the Township is granted leave by the Court to amend or otherwise modify this Order pursuant to Paragraph 14 hereof so that it is permitted to pursue the condemnation of any of Plaintiffs' Properties, amend its Redevelopment Plan to include any of Plaintiffs' Properties on a "to be acquired" list, or enter into a redevelopment agreement that provides for the condemnation of any of Plaintiffs' Properties, and should the Township or its designated redevelopment entity then take action in furtherance of its attempt to acquire any of Plaintiffs' Properties by eminent domain pursuant to the Eminent Domain Act of 1971, N.J.S.A. 20:3-1, et seq. ("Eminent Domain Act"), including, without limitation, taking preliminary actions pursuant to the Eminent Domain Act as set forth in N.J.S.A.

20:3-6 and N.J.S.A. 20:3-16, enter into a redevelopment agreement which authorizes or otherwise provides for the condemnation of any of Plaintiffs' Properties or includes any of Plaintiffs' Properties on a "to be acquired" list, any or all of the Plaintiffs may reinstate the action nunc pro tunc to September 1, 2006 by letter to the Court;

7. During the Order Period, Plaintiffs may reinstate the Complaint nunc pro tunc to September 1, 2006 by letter to the Court should the Township initiate a new redevelopment study of the Bloomfield Center Redevelopment Area pursuant to the LRHL without first rescinding the 2000 Area Designation and the actions taken pursuant to the Supplemental Study;

8. After the first eleven (11) months of the Order Period but prior to the expiration of the Order Period, Plaintiffs may reinstate the Complaint nunc pro tunc to September 1, 2006 if the Township has not designated a redeveloper(s) for the Bloomfield Center Redevelopment Area and entered into a redevelopment agreement(s) for the redevelopment of Plaintiffs' Properties;

9. Plaintiffs who do not reinstitute the Complaint as may be provided for in this Order may, after the Order Period, assert the claims raised in the Complaint nunc pro tunc to September 1, 2006 as a defense to any condemnation action filed by the Township or its designated redevelopment entity. The parties agree that Defendants, including any designated redevelopment entity, shall be precluded from challenging these defenses on any procedural grounds including, without limitation, timeliness, res judicata and collateral estoppel. This paragraph applies only to a condemnation complaint filed to effectuate the 2000 Area Designation and/or any actions taken pursuant to the Supplemental Study;

10. If after the expiration of the Order Period and notwithstanding the Parties agreement to abide by the terms of this Order, the Township is granted leave by the Court to amend or otherwise modify this Order pursuant to Paragraph 14 hereof, so that it is permitted to pursue the condemnation of any of Plaintiffs' Properties, amend its Redevelopment Plan to include

any of Plaintiffs' Properties on a "to be acquired" list or enter into a redevelopment agreement that provides for the condemnation of any of Plaintiffs' Properties, any or all of the Plaintiffs may assert the claims raised in the Complaint nunc pro tunc to September 1, 2006 in addition to any new claim in a timely filed Action in Lieu of Prerogative Writs. All defenses to any such action shall be preserved, except for procedural defenses to the nunc pro tunc claims including, without limitation, timeliness, res judicata and collateral estoppel. Alternatively, at each Plaintiff's individual election, any or all of the Plaintiffs may instead assert the claims raised in the Complaint as a defense to any condemnation action, which claims and defenses shall be nunc pro tunc to September 1, 2006, and these claims shall not be barred by procedural defenses including, without limitation, timeliness, res judicata and collateral estoppel;

11. Nothing herein shall be deemed to preclude the Township and the Planning Board from initiating a new redevelopment study of the Bloomfield Center Redevelopment Area, or the Township from exercising its eminent domain powers as to Plaintiffs' Properties or any other property should a valid designation results from any new study. Plaintiffs' rights to object to or challenge any new study, redevelopment designation, redevelopment plan or condemnation action shall be preserved;

12. Nothing herein shall be deemed to preclude the Township from exercising its eminent domain powers for any valid public purpose other than redevelopment;

13. The individual rights, benefits and obligations of each Plaintiff under this Order may be transferred to any successor or assign in interest to any of the Plaintiffs' Properties and the successor or assignee in interest may exercise all rights as if a Plaintiff to this action;

14. This Order may be modified or vacated only by mutual written consent or by relief granted through a motion brought in good faith pursuant Rule 4:50-1 to which the parties may object. This Paragraph applies to any challenge to the validity or enforceability of this Order or

any portions hereof;

15. Consent to this Order was duly authorized by a vote of the Bloomfield Township Council taken on May 21, 2007 and the Bloomfield Township Planning Board on May 15, 2007, and

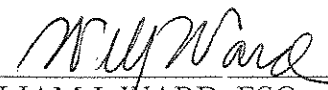
16. A copy of this Order shall be served upon all parties of record within seven (7) days of the date hereof.


PATRICIA K. COSTELLO, A.J.S.C.

The undersigned hereby consent to the form and entry of the within Order

CARLIN & WARD, P.C.
Attorneys for Plaintiffs

**DECOTIIS, FITZPATRICK, COLE
& WISLER,, LLP**
Attorneys for Defendants Township of Bloomfield and Municipal Council of the Township of Bloomfield

By: 
WILLIAM J. WARD, ESQ.
Dated: 6/1/07

By: 
CATHERINE E. TAMASIK, ESQ.
Dated: May 23, 2007

**LAW OFFICES OF
MICHAEL S. RUBIN, ESQ.**
Attorney for Defendant Planning Board of the Township of Bloomfield


By: 
MICHAEL S. RUBIN, ESQ.
Dated: May 31, 2007

EXHIBIT A

PLAINTIFFS' PROPERTIES

Plaintiff/Property Owner	Lot	Block	Property Address
Alessandro and Grace Lardieri	30	227	622 Bloomfield Avenue Bloomfield, New Jersey
Lita and Myrna Cisero	24	227	610-612 Bloomfield Avenue Bloomfield, New Jersey
Debra and Victor Lewis dba 606 Bloomfield Avenue Partnership	22	227	606 Bloomfield Avenue Bloomfield, New Jersey
Lewis Santus/77-79 Washington Street Corporation	3	227	77-79 Washington Street Bloomfield, New Jersey
Anthony Ellenbogen	33 & 35	228	19-21 Lackawanna Place Bloomfield, New Jersey
31 Lackawanna Place, L.L.C	29	228	31 Lackawanna Place Bloomfield New Jersey
35 Lackawanna Place, L.L.C.	28	228	35 Lackawanna Place Bloomfield, New Jersey

EXHIBIT B

**LIST OF PROPERTIES IN
BLOOMFIELD CENTER REDEVELOPMENT AREA**

<u>Block</u>	<u>Lot</u>	<u>Address</u>
220	7	118 - 126 Washington Street
220	26 & 35	110 and 128 Washington Street
220	30	112 – 116 Washington Street
220	40	14 Lackawana Place (Train Station)
225	1	(Township owned)
225	9	(Township owned)
227	3	77 – 79 Washington Street
227	5	73-75 Washington Street
227	6	69-71 Washington Street
227	8	67 Washington Street
227	9	65 Washington Street
227	10	61-63 Washington Street
227	11	57-59 Washington Street
227	12	(Township owned)
227	13	326 Glenwood Avenue
227	15	330 Glenwood Avenue
227	16	588 Bloomfield Avenue
227	17	590-594 Bloomfield Avenue
227	19	598 Bloomfield Avenue
227	20	600-604 Bloomfield Avenue

EXHIBIT B
(Continued)

<u>Block</u>	<u>Lot</u>	<u>Address</u>
227	22	606 Bloomfield Avenue
227	24	610-612 Bloomfield Avenue
227	26	(Township owned)
227	30	622 Bloomfield Avenue
227	31	10 Ward Street
227	32	18 Ward Street
227	33	(Township owned)
228	1	(Township owned)
228	4	228 Glenwood Avenue
228	5	290-294 Glenwood Avenue
228	7	296 Glenwood Avenue
228	8	298-300 Glenwood Avenue
228	10	304 Glenwood Avenue
228	11	306-308 Glenwood Avenue
228	13	312 Glenwood Avenue
228	14	316 Glenwood Avenue
228	15	318-322 Glenwood Avenue
228	16	58-62 Washington Street
228	18	64-68 Washington Street
228	19	70-74 Washington Street
228	21	76-78A Washington Street

EXHIBIT B
(Continued)

<u>Block</u>	<u>Lot</u>	<u>Address</u>
228	24 & 27	80-90 Washington Street
228	28	35 Lackawanna Place
228	29	31 Lackawanna Place
228	30 & 31	25 Lackawanna Place
228	33	21 Lackawanna Place
228	35	19 Lackawanna Place
243	1	585 Bloomfield Avenue
243	3	585 Bloomfield Avenue
243	4	591 Bloomfield Avenue
243	5	595-597 Bloomfield Avenue
243	6	599 Bloomfield Avenue
243	7	601 Bloomfield Avenue
243	8	607 Bloomfield Avenue
243	10	611 Bloomfield Avenue
243	11	613-615 Bloomfield Avenue
243	13	617 Bloomfield Avenue
243	15	619 Bloomfield Avenue
243	17	623 Bloomfield Avenue
243	18	625-633 Bloomfield Avenue
243	20	1 State Street