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Stenographic Transcript of Settlement Proceedings  
- Settlement agreement

Pgs. 23

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION : SOMERSET/OCEAN COUNTIES  
Docket Nos. L-36896-70 P.W.,  
L-28061-71 P.W., L-12502-80 P.W.

THE ALLAN-DEANE CORPORATION and )  
HILLS DEVELOPMENT COMPANY, )  
LEONARD DOBBS, TIMBER PROPERTIES, )  
DEPARTMENT OF THE PUBLIC ADVOCATE )  
OF THE STATE OF NEW JERSEY, )

Plaintiffs, )

vs. )

TOWNSHIP OF BBDMINSTER, PLANNING )  
BOARD OF THE TOWNSHIP OF BEDMINSTER, )

Defendants. )

STENOGRAPHIC TRANSCRIPT  
Of  
SETTLEMENT PROCEEDINGS

**FILED**

NOV 21 '85

M. OGAN HAJNES, CLERK  
COUNTY OF OCEAN

Place:

Ocean County Courthouse  
Toms River, New Jersey

Dates

December 7, 1984

BEFORE:

THE HONORABLE EUGENE D. SERPEOTELLI, J.S.C.

TRANSCRIPT ORDERED BY: BRIAN D. SCHWARTZ, Esq.  
(Weinberg & Schwartz)

APPEARANCES:

MESSRS. BRENER, WALLACE & HILL  
By THOMAS J. HALL, Esq.  
Attorneys for Plaintiffs  
The Allan-Deane Corporation and  
Hills Development Company.

Reported by:  
DAVID G. VORSTEG, C.S.R.

1 APPEARANCES (Continuing):

2 MESSRS. WINNE, BANTA, RIZZI,  
3 HETHERINGTON & BASRALIAN  
4 By RAYMOND R. WISS, Esq. and  
5 DONALD A. KLEIN, Esq.  
6 Attorneys for Plaintiff  
7 Leonard Dobbs.

8 MESSRS. WEINBERG & SCHWARTZ  
9 By BRIAN D. SCHWARTZ, Esq.  
10 Attorneys for Plaintiff  
11 Timber Properties.

12 KENNETH E. MEISER, Esq.  
13 Attorney for Plaintiff  
14 Department of the Public Advocate  
15 of the State of New Jersey.

16 MESSRS. McCARTER & ENGLISH  
17 By ALFRED L. FERGUSON, Esq.  
18 and

19 MESSRS. LANIGAN, O'CONNELL & CHAZIN  
20 By DANIEL F. O'CONNELL, Esq.  
21 Attorneys for Defendant  
22 Township of Bedminster.

23 MESSRS. DOLAN & DOLAN  
24 By ROGER W. THOMAS, Esq.  
25 Attorneys for Defendant  
Planning Board of Bedminster Township,

PENGAD CO., BAYONNE, N.J. 07002 FORM 2046

1 December 7, 1984

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INDEX

3

Exhibits

4

DEFENDANT TIMBER PROPERTIES'

EVIDENCE

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PT-2

Agreement

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1 THE COURT: Okay.

2 MR, SCHWARTZ: Before the Township puts  
3 their witness on, I have a short statement I would  
4 like to make. This past week or so representatives  
5 of the Township and representatives of Timber  
6 Properties have been talking amongst themselves and  
7 ourselves about how to effectuate the goals of the  
8 Township and the needs of the Township as opposed  
9 to the feasibility and the need of Timber Properties.  
10 We have at this point reached an agreement as to the  
11 zoning of Timber's property and the need for the  
12 Township to have property for public-purpose using  
13 and for senior citizens' housing.

14 We have prepared a settlement agreement between  
15 the Township and Timber Properties, which has been  
16 signed by the attorneys for the Planning Board and  
17 the Township and myself on behalf of Timber Properties,  
18 which I would like to submit to the Court. Basically,  
19 the important element is that Timber is accepting the  
20 concept and the equation of calculating that they  
21 are. However, Timber is willing -

22 THE COURT: I'm sorry?

23 MR. SCHWARTZ: The concept and the numbers of  
24 the FAR bonus for giving property to the Township, the  
25 multiplier of how it would be worked out. However,

1 Timber has agreed to give the Township upon  
2 obtaining site plan approval ten and a half acres,  
3 which would be used for senior citizen housing and  
4 also other public-purposes.

5 In allocating the FAR on that number of  
6 acres given to the Township, it comes out that  
7 Timber will be permitted to construct office  
8 facility of square footage not to exceed 260,000  
9 square feet. That's how the numbers multiply out,  
10 using the same FAR bonus that are included in the  
11 proposed zoning of the Township.

12 Also the Township has agreed if and when **the**  
13 FAR plan is modified to have 50,000, an additional  
14 50,000 gpd capacity that will be allocated to Timber  
15 Properties or to this property for the senior citizen  
15 housing and for Timber's development.

17 THE COURT: Is it "if and when" or "when"?

18 MR. SCHWARTZ: I use "if and when."

19 My understanding of the testimony and of the  
20 clarification agreement, which, incidentally, is  
21 incorporated by reference in this document specifically,  
22 that when the gallonage becomes available it will be  
23 allocated to this particular property.

24 THE COURT: Is there a commitment in your  
25 agreement too on behalf of the Township specifically

1 to pursue the technical upgrading that's necessary  
2 to provide Timber with that sewage?

3 MR. O'CONNELL: We have incorporated both  
4 the clarification and the compliance agreement, The  
5 clarification indicates that the Township will be  
6 taking the steps necessary to upgrade the plant upon  
7 the certificate of repose, and in this agreement we  
8 are allocating that 50,000 gallons or as much as is  
9 needed to Timber's property to build the senior  
10 citizen housing and the office facility, which is  
11 contingent upon transfer of the land to the Township.  
12 So that the Township, in the agreements **that they**  
13 have set forth and incorporated into this document  
14 agree that they will upgrade the plant by the 50,000  
15 gallons and will allocate that for this purpose, so  
16 that the senior citizen housing can get built.

17 MR. THOMAS: Your Honor, there is another  
18 point that I think should be brought out, that is,  
19 there has been a location of the acreage that's to  
20 be donated.

21 THE COURT: That was my next question.

22 MR. THOMAS: This and the location of that  
23 property, if you will recall, will be located  
24 specifically on the northeastern or, I'm sorry, the  
25 northwestern corner of the property. Unfortunately,

1 all - no, they have not. May I just have a moment?

2 THE COURT: That's adjacent where the road  
3 comes in.

4 MR. O'CONNELL: It's a long Lamington Road.

5 MR. THOMAS: Abutting Lamington Road.

6 MR. SCHWARTZ: It's actually surrounding the  
7 existing library.

8 MR. O'CONNELL: Yes.

9 MR. THOMAS: Your Honor, in referring to  
10 DT-1, specifically, the property, the 10-acre  
11 portion of the property, thank you, that would **be**  
12 in this area right over here, which is, as **I said**,  
13 in the northwesterly corner, it's approximately  
14 10 acres. We are still using the same standards,  
15 We haven't changed those standards at all. We **are**  
16 still using the same FAR of .175, and there is a  
17 transfer credit for each of the acres up to a  
18 maximum of 260,000 square feet on property J. But  
19 we have, the Township was certainly concerned in  
20 **light** of the Court's comments with regard to **where**  
21 **that** senior citizen site may be located in regard  
22 to the amount of property. Of course the original  
23 agreement indicated, proposal indicated 6 **acres**. The  
24 10 acres does provide the Township with an additional  
25 flexibility and siting. That location **has now been**



1 determined, and an appropriate site within that  
2 10 acres, of course, will have to be done. That  
3 **will** have to be done on the basis of what a  
4 particular agency might find. But we now have a  
5 specific location in that northwesterly corner, which  
6 I think is a significant portion of the agreement.

7 MR. SCHWARTZ: The final component, or the  
8 important component of the agreement is that Timber  
9 will be permitted to cluster the single-family  
10 residences permitted in the K area and in the rest  
11 of Timber Properties. The property which is **zoned**  
12 R 3 percent, it will be **at** the same density. **However,**  
13 they will be permitted to cluster those residences.  
14 The location of that will be determined at site plan  
15 time, considering the need to buffer that clustered  
16 development from both the rest of the R 3 percent  
17 zone to the west and also the commercial site to the  
18 east.

19 MR. THOMAS: That's not unlike, Your Honor,  
20 **what** has been suggested in the compliance package,  
21 **which** was that remaining acreage be on a cluster  
22 basis at the density of one to the acre, which is  
23 what is being proposed in this agreement.

24 MR. SCHWARTZ: The result would be a  
25 significant amount of open area, probably both to

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the east and the west of the development, depending upon where it's eventually located at site plan **time**. This agreement, like all the other agreements **that** have been presented to the Court, is specifically contingent upon Township obtaining a certificate of compliance and repose under the compliance agreement, as has been presented and clarified and including this agreement.

MR. THOMAS: Your Honor, the final point is while it has not been specifically stated, it's obvious that the property of 10 acres or whatever **it** comes out to, ten and a half, is obviously **being** given to the town in furtherance of the suggestion made by Mr. Mallach that a favorable application for senior citizens would be looked upon more favorably in the event that there is property that's already available at a no cost basis. This is what we have attempted to do by this agreement, to commit that, now.

THE COURT: The intention is still 90 units?

MR. THOMAS: The intentions are not.

THE COURT: You are not increasing?

MR. THOMAS: No, we are not. Just the basis of more land for siting purposes. The suggestion of Mr. Mallach remains the same, that an appropriate

1 application of 95 is still appropriate. We are  
2 not seeking additional credits because of the  
3 expertise of Mr. Mallach in part, that an application  
4 in excess of that may tend to start decreasing the  
5 appropriateness of the application.

6 MR. SCHWARTZ: Essentially what this agreement  
7 does, I think, is that we are going on the record  
8 saying that we are committing ourselves to giving the  
9 town the ten and a half acres, however it comes out,  
10 upon receiving site plan approval. Therefore, the  
11 Township has a commitment that it is receiving, **that**  
12 it is going to get that property.

13 In addition, we have worked out **where that**  
14 property is going to be, which is one of our concerns  
15 of what has been ironed out as part of this process.

16 THE COURT: Does Timber actually intend to  
17 build this?

18 MR. SCHWARTZ: Build which building?

19 THE COURT: The commercial building?

20 MR. SCHWARTZ: Oh, yes,

21 THE COURT: It's a project that you are  
22 representing Timber will undertake?

23 MR. SCHWARTZ: Yes. We had concerns about  
24 the original square footage. This was one of the  
25 considerations in working with the Township. We have

1 worked it out that it is feasible and we do intend  
2 to construct it.

3 MR. THOMAS: As a matter of fact, Your Honor,  
4 Mr. Schwartz wanted to stipulate to be the attorney  
5 of record on the site plan.

6 THE COURT: This, now, this will increase the  
7 size of the building by how much over? Was it  
8 4 acres that was dedicated?

9 MR.. THOMAS: Your Honor, what would have  
10 occurred under the 6-acre transfer would have been  
11 a building of 225,000 square feet. What is being  
12 suggested at this point, now, is that the **building**  
13 size will be not to exceed 260,000 square **feet**. **There**  
14 is, of course, an offset. 7 is not as if there is  
15 simply an increase in the FA , but rather an increase  
16 in the amount of property the Township is willing to  
17 accept for the senior citizen and public purposes  
18 remaining. The FAR will remain the same.

19 THE COURT: So there is a difference in  
20 35,000 square feet. The total anticipated sewage  
21 **flow** then based on the parameters we have been using  
22 from the building would be what?

23 MR. SCHWARTZ: We worked in my office. 1  
24 don't have the numbers, Your Honor, but I believe it  
25 comes out to, for this entire site, if you were to

1 take the entire Timber site as a package, it comes  
2 out to less, because we are giving up more property.  
3 We, therefore, have four fewer units, residential  
4 units. Obviously, that allows more sewage. So if  
5 anything, if it's not the same, it would be less  
6 gallonage that would be needed for this entire site.

7 MR. THOMAS: Your Honor, one of the things  
8 that was of concern was that very point. While I  
9 don't have the figures, Mr. Coppolo has indicated  
10 to me that the 50,000-gallon upgrade is more than  
11 adequate to accommodate this slight modification of  
12 the proposal with leftover for other sites in the  
13 Bedminster Village area, so it does not significantly  
14 impact this whole question,

15 THE COURT: You are saying that the other  
16 sites, which are relying on BFR could still be  
17 accommodated within the 50,000?

18 MR. O'CONNELL: Within the scope of Mr.  
19 Coppolo's testimony. He didn't say it could sewer  
20 all of them, but a portion of them, yes. The net  
21 result of this is quite simply that our figures  
22 indicate that there is no more sewage going to be  
23 used for J and K after this change than before and,  
24 in fact, it might even be a slight bit less.

25 MR. KLEIN: Your Honor, the testimony today

1 has indicated, I think, if J and K is developed  
2 like that, there is not sufficient capacity for the  
3 other sites, particularly the H and I site. If  
4 there is an ability to sewer those other sites -

5 MR. THOMAS: Your Honor, that has not been  
6 the testimony, I believe.

7 THE COURT: I will have to go back and look  
8 at my notes. I thought there was capacity over and  
9 above J and K, but I am just doing it by recollection.  
10 I remember a number, 38,000.

11 MR. THOMAS: That was the number that was  
12 testified to, Your Honor.

13 THE COURT: So there was 12,000 differential.

14 MR. THOMAS: Which cc Id accommodate, for  
15 example, the H site.

16 MR. SCHWARTZ: I believe the numbers work  
17 out for this proposal to be slightly less than that.

18 THE COURT: I would like to see those at  
19 some point.

20 MR. SCHWARTZ: We can provide that, because  
21 I believe Mr. Coppolo and a member of my firm  
22 discussed that in the process of talking about this  
23 agreement.

24 THE COURT: Of course if they are provided  
25 to me after the case is completed, then of course

1 provide it to everybody, so Dobbs can have input on  
2 it.

3 MR. SCHWARTZ: I can probably have that if  
4 **not** by the end of .today, then Monday.

5 THE COURT: I should have mentioned we will  
6 not be in session on Monday. I have had a death in  
7 the family last night, so Tuesday will be the next  
8 day. We should be able to have it on Tuesday.

9 MR. SCHWARTZ: Certainly. Your Honor, I would  
10 like to present the original of this agreement. Like  
11 T say, it has been signed on behalf of, by myself on  
12 behalf of Timber and Mr. O'Connell and Mr. **Thomas;**  
13 on behalf of their clients.

14 THE COURT: All right Perhaps we should  
15 mark it as an exhibit. Has Dobbs seen it?

16 MR. SCHWARTZ: Mr. Dobbs has seen it. I  
17 explained it to him, but T did not have an extra  
18 copy for him,

19 THE COURT: We will make him a copy.

20 MR. SCHWARTZ: Your Honor, at this point if  
21 **it's** all right with the Court I would like to continue  
22 to at least passively participate in this proceeding.

23 THE COURT: I take it based on this, however,  
24 you are not going to present any witnesses?

25 MR, SCHWARTZ: We will not be presenting

1 witnesses. We believe the agreement speaks for  
2 itself, plus the representations that counsel has  
3 made in conjunction with this agreement. The sewer  
4 number will be a number that will be stipulated,  
5 I am sure, between the Township and our office, but  
6 we will get to the other discussion before it is  
7 presented to the Court.

8 THE COURT: All right. Let's mark that  
9 exhibit as a Timber exhibit since there are none in  
10 evidence.

11 MR. SCHWARTZ: There were a couple.

12 THE COURT: There was one marked for  
13 identification, so we will mark it PT-2. It's a  
14 settlement agreement between the Township and Timber  
15 Properties.

16 (The agreement was received and marked  
17 Defendant Timber Properties' Exhibit PT-2 in  
18 evidence.)

19 (Informal discussion outside the record.)

20 MR. THOMAS: PT-2?

21 THE COURT: PT-2.

22 Call down to Harold in the copy room and tell  
23 him we have another document.

24 Who does not have copies of this?

25 Make about five or six.



1 (Informal discussion outside the record.)

2 MR. KLEIN: Judge, just one point of  
3 clarification, on the Township plans is Site I  
4 included in the compliance package? If so, there  
5 will be testimony with respect to expansion beyond  
6 the 50,000 in light of the testimony.

7 MR, O'CONNELL: There is no change in the  
8 Township's position. Mr. Coppolo has testified as  
9 to what the allocation is between the sites. What  
10 we will show is there is no additional sewage being  
11 required by J and K. I think in his testimony **he**  
12 indicated that that's the primary site and **that some**  
13 of the site, H, O; H, O and I could be sewerred under  
14 the 50,000 gallons. To do i all you would have to  
15 expand the plant.

15 MR. THOMAS: All of Site H could be sewerred.

17 THE COURT: I don't treat this as any change  
18 affecting the testimony on the assumption that the  
19 change in sewage flow is not going to be substantially  
20 greater or lesser. That's what I understand to be  
21 **the** representation, that there might be less or about  
22 **the** same.

23 I MR. THOMAS: Yes, sir.

24 THE COURT: All right.

25 Are you ready to proceed, now? When we get

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the agreement back, if there are some additional questions on it, we will come back to it.

MR. FERGUSON: Mr. Selders, please.

\* \* \* \*

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION : SOMERSET/OCEAN COUNTIES  
Docket Nos. L-36896-70 P.W.,  
L-28061-71 P.W., L-12502-80 P.W.

Til ALLAN-DEANE CORPORATION and )  
HILLS DEVELOPMENT COMPANY, )  
LEONARD DOBBS, TIMBER PROPERTIES, )  
DEPARTMENT OF THE PUBLIC ADVOCATE )  
OF THE STATE OF NEW JERSEY, )

Plaintiffs, )

VS. )

CERTIFICATE

TOWNSHIP OF BEDMINSTER, PLANNING )  
BOARD OF THE TOWNSHIP OF BEDMINSTER, )

Defendants. }

I, DAVID G. VORSTEG, certify the  
foregoing to be a true and accurate transcript  
of the testimony and proceed -gs in the above-  
entitled cause.

David G. Vorsteg  
David G. Vorsteg, E,S,R.  
License Ho". X1003\*68

Date March 11, 1968

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OLGA BLUM, CSR  
SUPREVISOR  
929,2175

**OFFICE OF THE OFFICIAL COURT REPORTERS**

OCEAN COUNTY COURTHOUSE  
C.N. 2191

Toms River, New Jersey 08754

TELEPHONE  
(201)244-2121

DATE November 20, 1985

NAME OF CASE The Allan-Deane Corporation,  
et als.

vs.  
Township of Bedminster, et al.

DOCKET NUMBER \_\_\_\_\_

DATE OF TRANSCRIPT December 7, 1984

**FILED**

Clerk of Superior Court  
Ocean, County Courthouse  
Toms River, N. J. 08753

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Nm M

DEAN HAINES, CLERK  
COUNTY OF OCEAN

Dear Sir:

Enclosed you will find carbon copy of transcript of proceedings taken in the above entitled cause on the date set forth above. The original of this transcript has been forwarded to the person who ordered same. This transcript is not for purposes of appeal. Please file in accordance with the appropriate Rule.

A copy of this letter is going forward to the parties listed below to constitute the notice of the filing.

Very truly yours,

David G. Vorsater  
David G. Vorsater, PS R  
W.Q.R.

cc Supervisor of Court Reporters  
Brian D. Schwartz, Esq.

OLGABLUM, CSR  
SUPERVISOR  
929-2175

OFFICE OF THE OFFICIAL COURT REPORTERS  
OCEAN COUNTY COURTHOUSE  
C.N. 2191

TELEPHONE  
(201)244-2121

Toms River, New Jersey 08754

DATE November 20, 1985

NAME OF CASE The Allan-Deane Corporation,  
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DOCKET NUMBER \_\_\_\_\_

DATE OF TRANSCRIPT December 7, 1984

**FILED**

Clerk of Superior Court  
Ocean County Courthouse  
Toms River, N. J. 08753

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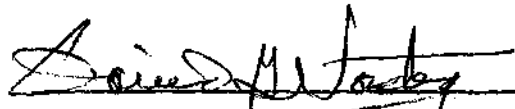
u DEAN HAINES, CLERK  
COUNTY OF OCEAN

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Very truly yours,



David G. Vorsteg, C.S.R.

cc Supervisor of Court Reporters  
firia, nD. Schwartz, Esq.

PT-2  
wid  
12/7/84  
EJS

SETTLEMENT AGREEMENT

BEDMINSTER TOWNSHIP/TIMBER PROPERTIES, INC.

WHEREAS, Timber Properties, Inc., its successors and assigns (hereinafter referred to as "Timber") is the equitable owner of approximately 60 acres located on the West side of Route 202/206, known as Lot 16 and 16A, Block 41 on the Tax Map of the Township of Bedminster, a portion of which lies within the sites designated as "J" and "K" of the proposed Compliance Package pending before the Superior Court of New Jersey in the matter of The Public Advocate et als. vs. Bedminster Township et als.; and

WHEREAS, discussions have taken place between Timber and representatives of the Township of Bedminster (hereinafter referred to as "Township") with regard to the proposed zoning of Timber's site as contained in said Compliance Package; and

WHEREAS, said discussions have resulted in agreement between the parties wherein Timber would be willing and able to donate to the Township, sufficient acreage so to permit the Township to build Mt. Laurel II Senior Citizen Housing as contemplated by the Compliance Package, as well as other public purpose uses; and

WHEREAS, the Township has agreed to enact modifications to the zoning ordinance as it applies to Timber, consistent with the spirit and intent of the zoning as set forth in the Compliance Package.

NOW, THEREFORE, be it resolved between the parties as follows:

1. Timber shall donate to the Township for Mt. Laurel II Senior Citizen Housing and for other public purpose uses, a total of 10.5 acres located at the northwesterly corner of the property upon Timber's obtaining final site plan approval and sewer allocation for the development of Timber's property. The Township will therefore allow Timber to construct an office facility in the O-R zone not to exceed 260,000 s.f., pursuant to the proposed zoning under the Compliance Agreement and shall allow clustering of the balance of Timber's property at its zoned density. The cluster development shall be in accordance with standards as set forth in the proposed zoning cluster ordinance of tract "K".

2. The parties incorporate by reference, the Clarification to the Mt. Laurel II Compliance Agreement, which is dated November 27, 1984, the Township shall reserve and allocate capacity in the BFH plant sufficient to accomodate effluent from the proposed Mt. Laurel II Senior Citizen housing complex and the commercial and residential development as more particularly set forth in this Agreement. Timber shall be responsible for the payment, if any, of customary and reasonable reservation fees.

3. The precise location of buildings, residences and roadways have been conceptually formulated and will require more detailed study, review and approval by the Township Planning

Board. The parties hereby agree to work together, cooperate and in good faith achieve the goal and objectives of this Agreement.

4. This Agreement is specifically contingent upon the Township obtaining a Certificate of Compliance and repose as specifically outj-ined in the Mt. Laurel II Compliance Agreement dated <sup>OCTOBER 1984</sup> -mmmt^S 29, 1984 and the Clarification thereto dated November 27, 1984 in the pending litigation presently before Judge Serpentelli.

Bds

TIMBER PROPERTIES, INC^  
By: [Signature]  
BRIAN D^ SCHWA^TzT ESQ. ^" ^~>  
Attorney for Timber Properties, . Inc.

BEDMINSTER TOWNSHIP PLANNING BOARD  
By: [Signature]  
ROGER W. THOMAS, ESQ.  
AttorTey £6r Bedminster Township  
Planning Board

TOWNSHIP OF BEDMiiSTER  
By: [Signature]  
DANIEL F. O'CONNELL, ESQ.  
Attorney for the TownshES of  
Bedminster