

RESOLUTION NO. 2004 - 81
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

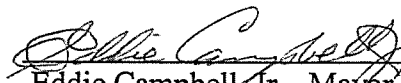
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 6/9, 2004, that an Executive Session closed to the public shall be held on 6/9, 2004, at 7:45 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


Eddie Campbell, Jr., Mayor

ATTEST:

Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2004 – 82

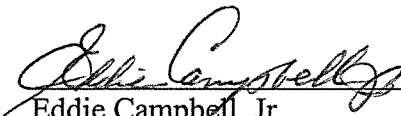
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to Overpayments and 100% Exempt; and


WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of June, 2004, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Finance Director for her information, attention and compliance.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

WEICHERT TITLE AGENCY 1909 RT, 70 EAST CHERRY HILL, N.J. 08003 BLOCK 247 LOT 4 72 BARRINGTON LANE OVERPAYMENT TAXES	\$851.08
FIDELITY NATIONAL TITLE INS. CO OF NY CONGRESS TITLE DIV. 110 BARCLAY PAVILLION E. RT 70 CHERRY HILL, N.J. 08034 BLOCK 1003 LOT 10 38 NEEDLEPOINT LANE OVERPAYMENT TAXES	931.43
FIDELITY NATIONAL TAX SERVICE 222 EAST HUNTINGTON DRIVE #200 MONROVIA, CA. 91016 BLOCK 239 LOT 51 1 BABCOCK LANE OVERPAYMENT TAXES	250.00
COUNTRYWIDE ATTN: TAX DEPT. PO BOX 10211 VAN NUYS, CAL. 91410 BLOCK 1020 LOT 51 249 NORTHAMPTON DRIVE 100% EXEMPT	638.54
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST HILL DRIVE, SUITE 100, NJ TEAM ROCHESTER, NY 14623 BLOCK 402 LOT 6 66 WINDSOR LANE OVERPAYMENT TAXES	1220.27
ROBERT VALENTIN %FIRST JERSEY MTG. SERVICES, INC 1400 CHEWS LANDING ROAD, SUITE 2 LAUREL SPRINGS, N.J. 08021 BLOCK 721 LOT 4 4 GRAMERCY LANE OVERPAYMENT TAXES	836.76

RBP MD PC PENSION PLAN
BOX 623, RONALD PITKOW
BRISTOL, PA 19007
BLOCK 614
LOT 23
25 HOPEWELL LANE
OVERPAYMENT TAXES

1529.21

RESOLUTION NO. 2004 - 83
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

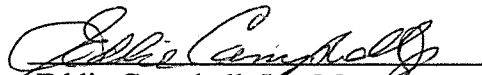
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:


- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 6/22, 2004, that an Executive Session closed to the public shall be held on 6/22, 2004, at 7:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


Eddie Campbell, Jr., Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

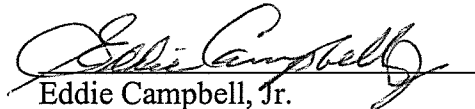
RESOLUTION NO. 2004 - 84

WHEREAS, two applicants before the Planning Board received approval to develop certain properties known and identified as Block 247 Lot 1 and Block 247 Lot 9, and said project requires the construction of a certain underground storm water storage facility to properly contain and direct surface water run-off; and

WHEREAS, the Township wishes to develop a mechanism to insure the proper maintenance, cleaning and repair of said detention and conveyancing facilities in the event the Owner fails to do so.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 6th day of July, 2004, that the Mayor and the Clerk of the Township of Willingboro are hereby authorized to execute the attached agreement with the Church of the Good Shepherd, 100 Buckingham Drive; USHCP (US Healthcare Properties, Inc.) 230 VanSciver Parkway (office 3445 Winton Place, Suite 228, Rochester, New York); and

BE IT FURTHER RESOLVED that a copy of this resolution be provided to the Church of the Good Shepherd, USHCP and the Willingboro Township Planning Board for their information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese RMC
Township Clerk

Project Closed

651 High Street
Burlington, NJ 08016
(609) 387-2800
Fax (609) 387-3009
www.lwrengineers.com

168 W. Ridge Pike
Limerick, PA 19468
(800) 640-8921

Robert W. Lord, PE & LS, PP

June 18, 2004

Raymond L. Worrell, II, PE & LS, PP, CME

Jeffrey S. Richter, PE, PP

Ms. Marie Annese, Township Clerk
Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Mark E. Malinowski, PE

RE: Deed of Easement between
Church of the Good Shepherd
-and -
Gambro Health Care
LWR File No. 2000-39-84
LWR File No. 2002-39-82

John P. Augustino

Stephen L. Berger

Gerald J. DeFelicis, Jr., CLA, PP, AICP

Barry S. Dirkin

Carl A. Turner, PE

Dear Ms. Annese:

Patrick J. Ennis, PE

Gordon L. Lenher, LS

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

I have reviewed the agreement for the "combined" detention and deed of easement. In accordance with my previous correspondence regarding the problems each of these sites were facing, this was the most reasonable solution for all parties involved.

I recommend that this be executed by the Mayor and Clerk and copies be kept in both files (indicated above) and distributed to the Township Solicitor and the Planning Board Solicitor.

Consultants

C. Kenneth Anderson, PE & LS, PP

Philip C. DiMartino, CPRP

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner

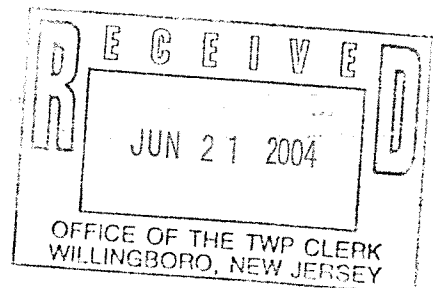
Carl A. Turner, PE
Willingboro Township Engineer

CAT:db

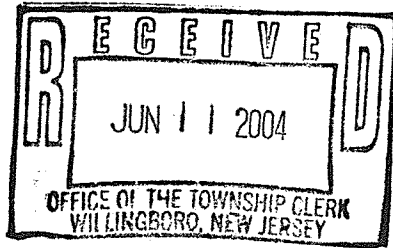
Enclosure

c: Eddie Campbell, Jr., Mayor
Denise Rose, Township Manager
Edith Baldwin, Planning Board Secretary
Michael Armstrong, Township Solicitor
Uri Taenzer, Esq.

F:\2004\USR\2000-39-84\LETTERS\CAT\ANNESE-AGREEREVIEW-U17.DOC



USHCP WILLINGBORO, LLC



3445 Winton Place, Suite 228
Rochester, NY 14623
Phone: 585-424-6002
Fax: 585-424-5378

June 10, 2004

Eddie Campbell, Jr., Mayor
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

Via : Federal Express 8447 7589 7014

RE: Deed of Easement between USHCP Willingboro, LLC located at 230 Van Sciver Parkway, Willingboro, New Jersey ("USHCP") and The Church of the Good Shepherd United Methodist Church located at 100 Buckingham Drive, Willingboro, New Jersey (the "Church")

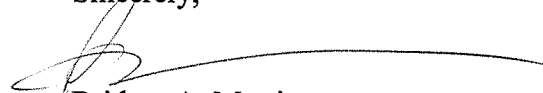
Dear Sir:

Enclosed please find a Deed of Easement between USHCP and the Church. A full copy with all exhibits is enclosed for your review. Exhibit C is a maintenance agreement which requires your signature. We have worked closely with Carl Turner on this project, if you have any questions, please contact Carl or call me directly at 585-424-6002.

Also enclosed is a self addressed express envelope to return the fully executed original Exhibit C to my attention. As we need to get this easement recorded in order to open and begin serving patients in the community, your anticipated prompt attention to this is greatly appreciated.

Thank you.

Sincerely,



Bridget A. Martin

C: Rupert Hall, via facsimile
Carl Turner, via facsimile

RETENTION BASIN ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made on this 6th of JULY, 2004 by and between The Church of the Good Shepherd United Methodist Church located at 110 Buckingham Drive Willingboro, New Jersey 08046 ("Church"), USHCP Willingboro LLC with offices at 3445 Winton Place Suite 228 Rochester, New York 14623 ("USHCP"), and The Township of Willingboro New Jersey, with offices located at 100 Salem Road Willingboro, New Jersey 08046 ("Township").

RECITALS

- A. Church received approval from the Willingboro Township Planning Board to develop certain property known and identified as Lot 1, Block 247 on the Willingboro Township Tax Map (the "Church Project"). Said approval was duly memorialized on October 16, 2000, by the adoption of Resolution No.7-2000.
- B. USHCP received approval from the Willingboro Township Planning Board to develop certain property known and identified as Lot 9 Block 247 on the Willingboro Township Tax Map (the "USHCP Project"). Said approval was memorialized on , by adoption of Resolution No.
- C. Church Project and USHCP Project require the construction of storm water retention and conveyancing facilities to properly contain and direct surface water run-off.
- D. Church are responsible for the proper maintenance, cleaning and repair of said storm water retention and conveyancing facilities to insure that they operate to their design specifications.
- E. The Township wishes to develop a mechanism to insure the proper maintenance, cleaning and repair and said retention and conveyancing facilities in the event the Church fails to do so in the interest of environmental protection and to protect the public health, welfare and safety.
- F. The purpose of this Agreement is to memorialize the understandings that the parties have reached in this regard.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, it is hereby covenanted and agreed as follows:

- (A) All recitals set forth above are hereby incorporated by referenced herein as if set

forth herein at length.

- (B) USHCP shall construct the storm water retention and conveyancing facilities as designated and described, to wit: (1) All plans with revisions thereof and amendments and supplements thereto which have been submitted by USHCP prepared by Gregory Blash, P.E., 102 Blue Spruce Lane, Mt. Laurel New Jersey 08054. The plans are dated May 5, 2003 and last reviewed, August 20,

2003.

- (C) Church and USHCP, and their successors and assigns, shall perform or cause to be performed all maintenance, cleaning, repair and management of the retention and conveyancing facilities to ensure their optimum operating efficiency and to protect the integrity of the water control facilities. This maintenance shall include, but not limited to: (i) removal of brush and debris from all inlet and outflow pipes and side banks; (ii) inspection of the inlet and outlet structures and maintenance of same to design specifications; (iii) construction and reconstruction of all retention facilities as shown on the aforesaid plan; (iv) removal of sediment accumulation and dredging of the Retention basin. Basin when necessary; (v) mowing and maintenance of grass and landscaped areas; and (vi) performing or causing to be performed all other work reasonable and proper for the maintenance of said facilities.
- (D) Church hereby grants the Township and the Township Engineer, and their authorized personnel, agents and employees, the right to enter upon the above mentioned property of Church, its successors and assigns, at reasonable times, for the purpose of inspecting said storm water control facilities. Said inspection shall be made in such a manner and at such times as not to in any way interfere with the reasonable use of the property by Church and its successors and assigns.
- (E) In the event the Church or USHCP or their successors and assigns fail to properly maintain the retention and conveyancing facilities, and in the event that an inspection pursuant to paragraph 4 discloses items of work required to be performed as to Retention basin, and conveyancing facilities, the Township and/or the Township Engineer may serve written notice upon the Church and USHCP or their successors and assigns stating: (a) the work necessary to be done in order to correct any defect or condition in the retention conveyancing facilities and (b) setting forth a reasonable time period for completion of such work. In the event the Church or USHCP their successors and assigns fail to complete the work required to be performed within a reasonable time period after notice and in accordance with the notice, the Township may enter upon the property and cause the work to be performed at the expense of the Church and USHCP or their successors and assigns. Said expense to be share equally as between the Church and USHCP. Church or USHCP or their successors or assigns in title at the time

the work is performed, as the case may be, shall remain and continue to be responsible for said repairs and the reimbursement to the Township for any services advanced to accomplish the work required as set forth herein. The Township, its agents, servants, employees, representatives and independent contractors shall, after the performance of any work on the property pursuant to the provisions hereof, restore the property to the same condition as it was in prior to entry which costs of correction and restoration shall be chargeable to Church and USHCP or either successors and assigns on an equal basis, as the case may be. The Township shall be entitled to file a lien against Block 247 Lot 9 and Block 247 Lot 1 should any bills submitted go unpaid for a period of thirty (30) days which lien shall bear interest at the rate permitted by statute for accruing interest on unpaid real estate taxes.

- (F) In the event that an emergent situation arises which makes it impractical to serve written notice and provide a reasonable period of time for completion of the work referred to in Paragraph 3 hereof, then, in that event, the Township and its agents, servants, employees, representatives and independent contractors may enter upon said property immediately and perform or cause to be performed such maintenance and repairs of the retention and conveyancing facilities as the Township, in its sole judgement, deems necessary in order to protect the environment and the public health, welfare and safety.
- (G) The covenants and agreements herein continued shall run with the land and the obligations and responsibilities set forth herein shall only be enforceable against the record owners of Block 247 Lot 1 and Block 247 Lot 1 at the time the maintenance and repairs are required and work is performed.
- (H) Nothing herein shall be deemed to required the Township to take the action to maintain and/or repair any retention or conveyancing facilities on the property.
- (I) This agreement shall be binding upon the parties hereto and their respective successors, assigns, legal representatives and heirs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or have caused these presents to be signed by their proper corporate officers and their proper corporate seal to be affixed hereto the day and year first above written.

WITNESS OR ATTEST:

John L. McLean

The Church of The Good Shepherd UMC

Patricia Bone
By:

USHCP Willingboro LLC
By: US Healthcare Properties, Inc., Manager

Bridget A. Martin

Paul Cole
By: *pmc*

TOWNSHIP: TOWNSHIP COUNCIL OF
THE TOWNSHIP OF WILLINGBORO

Doree Arrese
Clerk

By: Elle Campbell
, Mayor

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

SS.

I CERTIFY that on *MAY 5*, *Patricia Love*, personally came before me and acknowledge under oath, to my satisfaction, that he/she:

- A. is the *Chair Building Comm. / etc* of the Church of the Good Shepherd United Methodist Church, the corporation named this document;
- B. this person is the attesting witness to the signing of this Document by the proper corporate officer who is Chairman of the Board of Trustees of the Church;
- C. this Document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- D. this person knows the proper seal of the corporation which was affixed to this Document;
- E. this person signed this proof to attest to the truth of these facts; and
- F. the full and actual consideration paid or to be paid for the transfer of title is \$1.00

Signed and Sworn before me on

May 5, 2004

Diana L. Perez

Notary Public

DIANA L. PEREZ
A Notary Public Of New Jersey
My Commission Expires 3/7/2007

STATE OF NEW JERSEY
COUNTY OF BURLINGTON
MONROE

SS.

I CERTIFY that on June 9, 2004 Paul Adams personally came before me and acknowledge under oath, to my satisfaction, that he/she:

- A. is the President of US Health Properties, Inc. The Manager of the USHCP, the limited liability corporation named in this deed;
- B. this person is the attesting witness to the signing of this Document by the proper corporate officer who is a Member of the Company;
- C. this Document was signed and delivered by the Company as its voluntary act and the signing member is duly authorized to make such signature and delivery;
- D. this person knows the proper seal of the Company which was affixed to this Document; and
- E. this person signed this proof to attest to the truth of these facts; and

Signed and Sworn before me on

June 9, 2004

Notary Public

PHILIP M. SILVER
Notary Public, State of New York
Qualified in Monroe County
Commission Expires Nov. 30

2005

STATE OF NEW JERSEY
COUNTY OF BURLINGTON :SS

I CERTIFY that on July 7, 2004, Marie Annesse, personally came before me and acknowledged under oath, to my satisfaction, that:

- (A) He/ She is the Township Clerk of the Township of Willingboro, the corporate named in this Agreement;
- (B) He/She is the attesting witness to the signing of this Agreement by the proper corporate officer who is Eddie Campbell Jr., the Mayor of Willingboro Township.
- (C) This Agreement was signed and delivered by the Township as its voluntary act duly authorized by a proper resolution of its Township Council;
- (D) He/She knows the proper seal of the Township which was affixed to this Agreement;
- (E) He/She signed this proof to attest to the truth of these facts.

Marie Annesse
Clerk

Sworn and subscribed before
me on this 7th day of
July, 2004.

Sarah Wooding

SARAH WOODING
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES MARCH 31, 2009

 * P.01 *
 * TRANSACTION REPORT *
 * JUN-16-2004 WED 10:26 AM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * JUN-16 10:22 AM ARMSTRONG 3' 37" 14 SEND OK 500 *
 * TOTAL : 3M 37S PAGES: 14 *

ROUTING SHEET FOR MATERIALS
 HAND DELIVERED / MAILED / FAXED TO
 MICHAEL ARMSTRONG, ESQ.

A large, stylized handwritten signature or scribble is present on the right side of the page, overlapping the routing sheet text.

HAND DELIVERED ON: _____

MAILED OUT ON: _____

FAXED ON: 6/16/04

MATERIAL SENT: Sample Res - Retention Basin & Ponds, Age,
And Accompanying material - pgs. 14

**ROUTING SHEET FOR MATERIALS
HAND DELIVERED / MAILED / FAXED TO
MICHAEL ARMSTRONG, ESQ.**

HAND DELIVERED ON: _____

MAILED OUT ON: _____

FAXED ON: 6/16/04

MATERIAL SENT: Sample Res - Retention Basin & Maint. Agr.
And Accompanying Material - pgs. 14

FOR INFORMATION _____

REVIEW

APPROVAL

NEEDED BY: 6/22/04 - for Council Meeting / Board A.