

**DRAFT
AGENDA
BOROUGH OF WENONAH
REGULAR BUSINESS MEETING
AUGUST 28, 2025**

OPENING:

- a. Call to Order
- b. Flag Salute
- c. Roll Call
- d. Open Public Meetings Act Statement (this meeting is being videotaped and will be posted to the Borough website)
- e. Adoption of Agenda

Approval of June 26, 2025, council minutes

II. BUSINESS: RESOLUTIONS & ORDINANCES

III. PRIVILEGE OF THE FLOOR on Agenda items only

RESOLUTION 2025-82: Authorizing preparation of bid specifications, advertising sealed bids for the replacement of the Borough's potable water well #1

RESOLUTION 2025-83: Approving the purchase agreement between the Borough of Wenonah and John Schiavo for the sale of the property known as 1415 Woodbury/Glassboro Road Block 4 Lot 39 from public auction held on July 24, 2025

ORDINANCE 2025-13: 1ST READ Amending & supplementing Chapter 40 Peddling & Soliciting; Establishing a "Do Not Knock Registry"

COMMITTEE REPORTS:

- a. Personnel – Jeanne Grigri
- b. Public Works – Dan Cox
- c. Public Safety – Anthony Fini
- d. Finance & Budget – Jaclyn Graves
- e. Public Buildings & Grounds – Jonathan Barbato
- f. Human Services – Alex Pozza

IV. ENGINEERS REPORT:

V. LAKE MANAGER REPORT:

VI. APPROVE DISBURSEMENTS

VII. OTHER BUSINESS

- **Motion to approve British Motor Club meet up on 9/20/25** Request to close road, 9-11am South East Ave (next to park)

VIII. PRIVILEGE OF THE FLOOR (time limit of 3 minutes per person during public portion)

ADJOURN

RESOLUTION NO. 2025-82

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF WENONAH,
COUNTY OF GLOUCESTER, STATE OF NEW JERSEY AUTHORIZING PREPARATION
OF BID SPECIFICATIONS, ADVERTISING AND ACCEPTANCE OF SEALED BIDS
FOR THE REPLACEMENT OF THE BOROUGH'S POTABLE WATER WELL #1**

WHEREAS, the Borough of Wenonah has been advised by the Borough's Engineer that the Borough's potable water well #1 is in need of replacement; and

WHEREAS, in accordance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., the preparation, advertisement and acceptance of bids is required; and

WHEREAS, it is in the best interests of the residents of the Borough of Wenonah to authorize the preparation of bid specifications for the replacement of the Borough's potable water well #1.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Wenonah, County of Gloucester and State of New Jersey that the preparation, advertisement and acceptance of bids for the replacement of the Borough's potable water well #1 is hereby authorized.

BE IT FURTHER RESOLVED that the bids will be returnable before the Borough Clerk or in accordance with the terms, conditions and specifications of the Notice to Bidders and standard Proposal form.

ADOPTED at a Regular Meeting of the Mayor and Council of the Borough of Wenonah, County of Gloucester, State of New Jersey held on August 28, 2025.

BOROUGH OF WENONAH

BY: _____
JESSICA S. DOHENY, Mayor

ATTEST:

KAREN L. SWEENEY
Municipal Clerk

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Council of the Borough of Wenonah, County of Gloucester, State of New Jersey, at a meeting held by the same on August 28, 2025 in the Borough's Municipal Building, 1 South West Avenue, Wenonah, New Jersey 08090.

Karen L. Sweeney
Municipal Clerk

RESOLUTION NO. 2025-83

**RESOLUTION OF THE BOROUGH OF WENONAH, COUNTY OF GLOUCESTER,
STATE OF NEW JERSEY TO APPROVE THE PURCHASE AGREEMENT
BETWEEN BOROUGH OF WENONAH AND JOHN SCHIAVO FOR THE
SALE OF THE PROPERTY KNOWN AS 1415 WOODBURY/GLASSBORO
ROAD, BLOCK 4 LOT 39**

WHEREAS, the Borough of Wenonah accepted the minimum bid in the amount \$275,000 for the property known as 1415 Woodbury/Glassboro Road, Block 4 Lot 39 from the public auction held on July 24, 2025; and

WHEREAS, it is the Mayor and Borough Council of the Borough of Wenonah's intention to approve and sign the Purchase Agreement for the sale of the property known as 1415 Woodbury/Glassboro Road, Block 4 Lot 39 to John Schiavo attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Wenonah, County of Gloucester, State of New Jersey as follows:

1. The Borough of Wenonah hereby accepted the minimum bid in the amount of \$275,000.
2. The Purchase Agreement between the Borough of Wenonah and John Schiavo for the sale of the property known as 1415 Woodbury/Glassboro Road, Block 4 Lot 39 attached hereto as Exhibit A is hereby approved.
3. The Mayor and Borough Clerk are hereby authorized to execute the Purchase Agreement with John Schiavo attached as Exhibit A

ADOPTED at a regular meeting of the Mayor and Borough Council of the Borough of Wenonah, County of Gloucester, State of New Jersey held on August 28, 2025.

BOROUGH OF WENONAH

JESSICA S. DOHENY, Mayor

ATTEST:

KAREN L. SWEENEY, Municipal Clerk

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Borough Council of the Borough of Wenonah, County of Gloucester, State of New Jersey, at a meeting held by the same on Thursday, August 28, 2025 at 6:30 p.m., in the Borough's Municipal Building, 1 South West Avenue, Wenonah, New Jersey 08090.

KAREN L. SWEENEY, Administrator/RMC
Municipal Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date by and between **The Borough of Wenonah**, a municipal corporation of the State of New Jersey ("Seller"), and **John Schiavo**, ("Purchaser") located at _____ . Each of Purchaser and Seller is sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, Seller is the owner of certain real property having a common address of 1415 Woodbury-Glassboro Road, Wenonah, NJ, and shown on the Tax Map of the Borough of Wenonah, County of Gloucester, as Block 4, Lot 39, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (each individually a "Property"); and

WHEREAS, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the same from Seller.

NOW, THEREFORE, in consideration of the covenants, agreements, and promises herein contained, and in consideration of the payment of the Earnest Money, the parties hereto do hereby covenant and agree as follows:

1. **Purchase and Sale.** Seller agrees to sell, transfer, assign and convey to Purchaser, and Purchaser agrees to purchase, accept and assume, subject to the terms and conditions stated herein, all of Seller's right, title and interest in and to the Property . As more specifically set forth in Paragraph 6 hereunder, the Purchaser agrees to use the property for inclusionary residential development, including affordable units, to be developed in accordance with the Borough's Housing Plan Element and Fair Share Plan dated February 22, 2016, and revised April 25, 2016, to include four 4 affordable rental units comprised of two units for moderate income and two units for low income as well as additional market rate units which shall not exceed 30 in number with the property to be deed restricted in accordance with this requirement. *Upon development of the property, the affordable units will be deed restricted for a period of at least thirty years in accordance with applicable rules and regulations.*

2. **Purchase Price and Earnest Money.** The "Purchase Price" of the Property shall be **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (275,000.00)** transferred from Seller to Purchaser. The Purchase Price is to be paid to Seller on or before twenty (20) days from the date of the sale or the acceptance of the bid (whichever is later).

3. Condition of Title.

(a) Condition of Title. Title to the Property shall be conveyed by Seller to Purchaser by Quitclaim Deed (the "Deed"), subject only to real estate taxes and assessments, both general and special, which are a lien but not yet due and payable as of the Closing Date and to such additional exceptions noted in the Title Commitment, if any, that do not constitute "Unpermitted Encumbrances" within the meaning of *Section 3(b)* (collectively, the "Permitted Encumbrances"). *The Property shall also be subject to a Restrictive Covenant regarding the use of the property consistent with Section 1 herein.*

(b) Title Insurance Commitment and Survey. For a period of twenty (20) days after the Effective Date (the "Title Review Period"), Purchaser shall have the right, but not the obligation, to review the condition of title to the Property. Purchaser, at its sole cost and expense, may obtain a commitment (the "Title Commitment") for an Owner's Policy of Title Insurance to be issued for the Property by a title agent selected by Purchaser and satisfactory to Seller in its reasonable discretion. Purchaser also may obtain a survey of the Property (the "Survey") at its sole cost and expense. In the event the Title Commitment discloses exceptions to title, other than standard or general exceptions, to which Purchaser objects, Purchaser shall so notify Seller and shall deliver to Seller legible copies of all documents cited, raised as exceptions or noted in the Title Commitment (collectively, the "Title Documents"). Purchaser shall have until the end of the Title Review Period to notify Seller in writing of any such exceptions that Purchaser finds objectionable (the "Unpermitted Encumbrances"). Upon receipt of a notice of Unpermitted Encumbrances with respect to the Property from Purchaser, Seller may either (i) provide written notice that Seller shall not undertake any efforts to have the Unpermitted Encumbrances removed, or (ii) provide written notice that it intends to have the Unpermitted Encumbrances removed from the Title Commitment or have the title insurer commit to insure against loss or damage occasioned thereby. If Seller elects option (ii), Seller shall have thirty (30) days to have the Unpermitted Encumbrances corrected, removed from the Title Commitment, or, if Purchaser so agrees, to have the title insurer commit to insure against loss or damage occasioned thereby. If Seller informs Purchaser that it will not take any actions to have such Unpermitted Encumbrances removed from the title commitment or fails to have said Unpermitted Encumbrances so removed or insured over within the period allowed to Seller set forth above, then Purchaser, at Purchaser's option, may, within five (5) days thereafter, elect any one (1) of the following: (i) terminate this Agreement, in which event neither Party shall have any further liability hereunder other than for those provisions which expressly survive the termination of this Agreement; (ii) consummate the transaction contemplated herein, and take title to the Property as same can be conveyed; or (iii) extend the time period allowed to Seller to have said exceptions removed or insured over as set forth above (and to extend the scheduled Closing Date, if necessary) for a period of thirty (30) days (in which case the elections set forth in clauses (i) and (ii) above shall apply at the expiration of such five (5) day period). If Purchaser does not elect clause (i), (ii), or (iii) above within the requisite five (5) day period, Purchaser shall be deemed to have elected clause (ii) above.

4. **Closing.**

(a) **Time and Place.** The consummation of the transaction contemplated hereby (the "Closing") considers that **TIME IS OF THE ESSENCE** and must take place by November 30, 2025, or on such earlier date agreed upon by the Parties, at the Borough Hall. The Parties agree that the conveyance of the Property and the tendering of the Deed as described below shall be subject to Purchaser paying the balance of the Purchase Price due in cash or other immediately available funds on or before thirty (30) days from the acceptance of the bid subject to any credits and/or prorations under this Agreement.

(b) **Closing Costs.** Purchaser shall pay the Realty Transfer Fee required by the State of New Jersey, and Purchaser shall pay all other recording fees with respect to the Deed. Purchaser shall pay for the title searches, the premium on the title insurance policy, and the cost of any endorsements required by Purchaser. Each party shall pay its own attorney's fees. Seller and Purchaser further agree that any closing costs not otherwise provided for herein shall be paid according to the prevailing customs for commercial property transactions in the county and the state where the Property is located.

(c) **Closing Prorations.** At Closing, all items customarily prorated (with the exception of ad valorem taxes and assessments) shall be prorated between Seller and Purchaser as of 12:01 a.m. on the date of Closing based upon the actual number of days in each month and year applicable to such calculation. Neither party shall be entitled to additional funds based upon re-prorations or adjustments after Closing. .

5. **Closing Deliveries.**

(a) At Closing, Seller shall deliver or cause to be delivered the following:

(i) A Quitclaim Deed in substantially the same form as the deed attached hereto as Exhibit B and by reference made a part hereof (the "Deed");

(ii) an owner's affidavit in a form acceptable to Seller and Purchaser's Title Company, if Purchaser elects to obtain Title Insurance;

(iii) an affidavit or certificate in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), and any regulations promulgated thereunder, stating under penalty of perjury Seller's United States identification number and that Seller is not a "foreign person" as that term is defined in Section 1445;

(iv) a settlement statement;

(v) the amount, if any, due from Seller to Purchaser in respect of prorations, as provided in Section 4(c) hereof; and

(vi) such other items reasonably necessary for consummating the transaction contemplated hereby.

(b) At Closing, Purchaser shall deliver the following:

(i) Restrictive Covenant / Deed of Restriction, in substantially the same form as the Restrictive Covenant attached hereto as Exhibit C and by reference made a part hereof (the "Restrictive Covenant");

(ii) the Purchase Price, as adjusted by prorations and costs as provided in this Agreement;

(iii) a settlement statement;

(iv) such other items reasonably necessary for consummating the transaction contemplated hereby.

(c) All documents listed in *Section 5(a)* and *Section 5(b)* above must be duly and properly executed by the respective parties thereto.

6. Affordable Housing Obligations.

The Purchaser acknowledges that the affordable units to be constructed on the Property are included in the Borough's Housing Plan Element and Fair Share Plan dated February 22, 2016, and revised April 25, 2016.

(a) **Affordable Housing Set-Aside.** The Purchaser shall have an obligation to deed-restrict four (4) of the proposed residential units on the Property as low and moderate income affordable family rental units. Any such affordable rental units shall comply with UHAC, applicable COAH affordable housing regulations (N.J.A.C. 5:93-1), any applicable order of the Court, and other applicable laws.

The affordable units shall remain affordable rental units for a period of at least thirty (30) years from the date of their initial occupancy ("Deed- Restriction Period") consistent with UHAC regulations (N.J.A.C. 5:80-26.1 1) or the then applicable regulation, so that the Borough may count the units against its obligations to provide family rental affordable housing. This obligation includes, but is not limited to, the Purchaser's obligation to comply with: bedroom distribution requirements, income split requirements (2 low income units and 2 moderate income units), pricing requirements pursuant to Court-approval of the income limits existing at the time of issuance of the certificate of occupancy for the affordable units, affirmative marketing

requirements, candidate qualification, and screening requirements, integrating the affordable units amongst the market rate units, and deed restriction and monitoring requirements.

(b) **Administration.** Purchaser shall be responsible for administering the affordable housing rental units. The Borough shall have no financial obligations under this provision to assure the creditworthiness of the units, and all associated expenses shall be solely borne by the Purchaser, its successors, or assigns, which expenses include, but are not limited to providing an Administrative Agent at its exclusive expense to perform all administrative tasks. The Purchaser or its affiliated entity shall be a permitted Administrative Agent. The administrative tasks include those responsibilities as set forth in N.J.A.C. 5:80-26.14 including, but not limited to, conducting an outreach process, conducting interviews with interested households, creating and maintaining a list of eligible households, determining income eligibility and all other activities to ensure that restricted units are rented to low- and moderate-income households. Purchaser shall also be responsible for the costs of all funding applications including, but not limited to, low income housing tax credits, special needs trust funds, County HOME funds, Federal Home Loan Bank financing, construction and permanent financing.

Purchaser shall contract with a qualified affordable housing administrative agent (“Administrative Agent”) for the administration of the affordable units and shall have the obligation to pay all costs associated with properly deed restricting and the long-term administration of the affordable units in accordance with UHAC and other applicable laws for the Deed-Restriction Period. The selection of the Administrative Agent shall be subject to the Borough’s approval, which shall not be unreasonably withheld. Purchaser shall provide the Borough in writing with the name, contact information, and resume of the selected Administrative Agent.

(c) **Cooperation with Reporting.** The Parties acknowledge that the Borough may have the obligation from time to time to generate information necessary to demonstrate the creditworthiness of the units. Purchaser will cooperate with the Borough and provide all monitoring and reporting requirements within fifteen (15) business days of the request. Purchaser shall cooperate with the Borough regarding any affordable housing monitoring requirements imposed by COAH or the Court. Upon written notice, Purchaser shall provide detailed information requested by the Borough within 30 days concerning Purchaser's compliance with UHAC and other applicable laws, regulations, or ordinances.

7. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Purchaser as follows:

(a) **Status.** Seller is a public corporation duly formed and validly existing under the laws of the State of New Jersey.

(b) Authority. The execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been or will be duly authorized by all necessary action on the part of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller, subject to equitable principles and principles governing creditors' rights generally.

(c) Non-Foreign Entity. Seller is not a "foreign person" or "foreign corporation" as those terms are defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(d) Environmental Condition. Seller represents that it has no actual knowledge or belief of environmental contamination on or in the Property and that it has no actual knowledge of past industrial use of the Property.

(e) No Other Representations or Warranties. Except as expressly set forth in this *Section 6*, Seller makes no representation or warranty, express or implied, in respect of any of the Property or the liabilities or operations of Seller, including, without limitation, with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed.

8. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

(a) Authority. The execution and delivery of this Agreement and the performance of Purchaser's obligations hereunder have been or will be duly authorized by all necessary action on the part of Purchaser and this Agreement constitutes the legal, valid and binding obligation of Purchaser, subject to equitable principles and principles governing creditors' rights generally.

(b) Consents. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Purchaser or the performance by Purchaser of the transactions contemplated hereby.

9. Disclaimer of Warranties; Release.

(a) Except as otherwise expressly set forth in this Agreement, Seller specifically disclaims any warranty (whether oral or written) concerning (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Purchaser may elect to conduct thereon, (ii) the compliance of the Property or their operation with any laws, rules, ordinances or regulations of any government or other body and (iii) any other matter whatsoever, in each such case, except as expressly set forth in this Agreement. THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS MADE ON A STRICTLY "AS

IS," "WHERE IS" BASIS AS OF THE CLOSING DATE, AND SELLER MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY SOIL CONDITIONS RELATED TO THE PROPERTY.

(b) PURCHASER SPECIFICALLY ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON (AND SELLER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF SELLER OF ANY KIND OR NATURE WHATSOEVER, EXCEPT FOR THE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, RELEASES SELLER FROM, AND WAIVES, ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO OR IN CONNECTION WITH ANY ENVIRONMENTAL OR PHYSICAL CONDITION AT THE PROPERTY (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY), INCLUDING, WITHOUT LIMITATION, CLAIMS OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF ANY LAWS RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NON-EXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY UPON SUCH INVESTIGATIONS AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR REPRESENTATIVES WITH RESPECT THERETO. UPON CLOSING, PURCHASER SHALL (i) ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ADVERSE ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS AND (ii) BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING, WITHOUT LIMITATION, CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT

COSTS) OF ANY AND EVERY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS OR VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY LAWS RELATED TO ENVIRONMENTAL MATTERS).

(c) PURCHASER ACKNOWLEDGES AND AGREES THAT THE WAIVERS, RELEASES AND OTHER PROVISIONS SET FORTH IN THIS *SECTION 9* WERE A MATERIAL FACTOR IN SELLER'S ACCEPTANCE OF THE PURCHASE PRICE AND THAT SELLER WAS UNWILLING TO SELL THE PROPERTY TO PURCHASER UNLESS SELLER WAS RELEASED AS EXPRESSLY SET FORTH IN THIS *SECTION 9*. PURCHASER, WITH PURCHASER'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS, RELEASES, AND WAIVERS SET FORTH IN THIS AGREEMENT AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

(d) THIS *SECTION 9* HEREOF SHALL EXPRESSLY SURVIVE THE CLOSING, AND SHALL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS INCLUDING THE DEED.

10. Default; Remedies. In the event of either party's default hereunder, the non-defaulting party agrees to provide the defaulting party with written notice of such default specifying the nature of such default. The defaulting party shall have a five (5) day period after the date of receipt of said notice in which to cure said default. In the event Seller does not cure any default of which it has received notice within said five (5) day period and Purchaser is ready, willing and able to perform all obligations imposed upon Purchaser hereby, Purchaser shall be entitled to terminate this Agreement and receive an immediate refund of all Earnest Money paid hereunder (and the parties shall have no further rights or obligations hereunder except for those that expressly survive a termination of this Agreement) or to pursue an action for specific performance of this Agreement within thirty (30) days after the expiration of the five (5) day period within which Seller has not cured a default for which it has received notice. In no event shall Purchaser be entitled to pursue a claim for damages against Seller. In the event Purchaser does not cure any default of which it has received notice within said five (5) day period and the transaction contemplated hereby is not closed by reason of Purchaser's default (and Seller has performed all of its obligations hereunder) then the Earnest Money shall be paid to Seller as full liquidated damages, this Agreement shall be null and void, and none of the Parties hereto shall have any further rights or obligations hereunder, except for such rights or obligations that survive a termination of this Agreement.

11. Broker. There is no real estate Broker involved with no real estate commission owed.

12. Notices. Except as may otherwise be provided for in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be sufficient if delivered to the party being given such notice at the respective address set forth below by one of the following methods: (a) in person, (b) by overnight delivery service prepaid, (c) by U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, or (d) by facsimile or email transmission with either a confirmation of receipt by the receiving party or a copy sent no later than the next Business Day by method (a), (b) or (c).

As to Purchaser: John Schiavo
 6 Justa Lane
 Cherry Hill NJ 08003
 John@jamconconstruction.com

with a copy to:

As to Seller: Karen L. Sweeney, RMC/QPA/CMR
 Municipal Clerk/Administrator/Treasurer
 Borough of Wenonah
 1 South West Avenue
 Wenonah, NJ 08090
 856-468-6713
 ksweeney@boroughofwenonah.com

with a copy to: Matthew Lyons, Esq
 Gebhardt & Kiefer, PC
 1318 Route 31 North
 Annandale, NJ 08801
 908-735-5161
 mlyons@gklegal.com

Such notices shall be deemed to have been given when sent. Any party may change said address by giving the other parties hereto notice of such change of address.

13. Bulk Sale Notification. Pursuant to N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38, Purchaser may be required to notify the Division of Taxation in the Department of the Treasury of the State of New Jersey (the "Department"), at least ten (10) days prior to the transfer of title, of the proposed sale and of the price, terms, and conditions of the transaction (the "Bulk Sale Notification"). Seller agrees to fully cooperate with Purchaser, and provide any such necessary information, in connection with Purchaser's filing of a Bulk Sale Notification. If Purchaser files a Bulk Sale Notification and the Department determines that any or all of Seller's proceeds are to be held in escrow following the Closing, then such funds as determined by the Department shall be held in escrow by Purchaser's Title Company until such time as the parties are in receipt of a

tax clearance letter from the Department authorizing the release of the escrow. Purchaser shall be responsible for submitting the required notification of the pending sale to the Department, to the extent it is required in connection with this transaction, and Seller agrees to fully cooperate with any such submissions. Seller shall be solely responsible for all taxes, interest, and penalties due and owing to the State of New Jersey by Seller, and hereby agrees to indemnify and hold Purchaser harmless against any and all taxes, interest, and penalties that may be due to the State of New Jersey by Seller. Upon receipt of notice of the sums owed to the State of New Jersey, Purchaser's Title Company is authorized to disburse such amounts from the escrow in satisfaction of such outstanding obligation. The escrow established shall not terminate until the requirements of the Division of Taxation in establishing the escrow have been satisfied as evidenced by a clearance letter. This Section shall survive the Closing.

14. Due Diligence and Inspection Period.

(a) Purchaser shall have thirty (30) calendar days from the Effective Date (the "**Inspection Period**"), **TIME BEING OF THE ESSENCE WITH RESPECT THERETO**, at its sole cost and expense to conduct non-invasive environmental and physical condition inspections. Notwithstanding anything to the contrary set forth herein, Purchaser shall not conduct intrusive testing (e.g. boring, digging, drilling, invasive environmental sampling, soil or groundwater or structural inspections or any other physical intrusion of the Property or any part thereof), without Seller's prior written approval. Purchaser shall have the right to terminate this Agreement by written notice to Seller on or before 5 p.m. EST on the last day of the Inspection Period. If Purchaser timely terminates this Agreement pursuant to this *Section 14*, Purchaser shall provide Seller with a copy of all due diligence reports if Seller requests same (which Purchaser shall keep the results thereof confidential), Seller and Purchaser shall forthwith deliver to the Escrow Agent written instructions to pay the Deposit to Purchaser subject to *Section 15(b)*, and this Agreement shall be null and void and neither party shall have any further obligations under this Agreement, except as otherwise provided herein. **TIME SHALL BE OF THE ESSENCE** with respect to Purchaser's obligation to notify Seller of Purchaser's election to terminate this Agreement on or before the expiration of the Inspection Period. If Purchaser fails to terminate this Agreement prior to 5 p.m. EST on the last day of the Inspection Period as set forth herein, the right to terminate this Agreement in accordance with this *Section 14* shall be of no further force and effect and the Deposit shall be deemed non-refundable, subject to Seller complying with the terms of this Agreement.

(b) Seller shall permit Purchaser to have such access to the Property as Purchaser may reasonably require for itself, its representatives, and consultants to inspect the condition of the Property. All such inspections and access to the Property will be upon at least 48 hours advance notice to Seller. Purchaser acknowledges and agrees that any inspections conducted by Purchaser, its employees, contractors or agents shall be solely at the risk of Purchaser. As a condition precedent to any such entry, Purchaser shall deliver to Seller evidence of general liability

insurance from Purchaser or the applicable consultants issued by a reputable insurer for Seller's benefit protecting Seller against damage to the Property, third-party property damage and personal injury from such risks, in such amounts (not to be less than \$1,000,000 combined single limits) and in form reasonably satisfactory to Seller and naming Seller and any additional parties requested by Seller as an additional insured. Purchaser shall restore the Property, at Purchaser's sole cost and expense, after any such inspection to the pre-existing condition thereof. This provision shall survive the Closing or termination of this Agreement.

(c) Purchaser shall indemnify, defend, hold and save Seller harmless from and against any and all suits, proceedings, claims, loss, cost, damage, injury or expense, including without limitation, reasonable counsel fees, arising out of or in any way related to the acts of Purchaser, its agents, contractors, consultants or employees in connection with the exercise by Purchaser of its rights under this *Section 14*. This provision shall survive the Closing or termination of this Agreement.

(d) All activities of the Purchaser and its agents and representatives shall be conducted in such a manner as to: (i) not disrupt the normal operation and maintenance of the Property; (ii) intentionally omitted; (iii) not damage any part of the Property or any personal property owned or held by Seller on the Property; (iv) not injure or otherwise cause bodily harm to Seller, or its respective agents, guests, invitees, contractors and employees or any tenants or their guests or invitees; and (v) comply with all applicable laws and Purchaser shall (i) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (ii) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; and (iii) repair any damage to the Property resulting directly or indirectly from any such inspection or tests or caused by the acts and/or omissions of Purchaser or any of its agents, employees, consultants and/or contractors, and shall otherwise return the Property to the condition it was in immediately prior to all of the inspections made hereunder. If this Agreement is terminated and Purchaser is entitled to the refund of the Deposit, then, notwithstanding any other provision in this Agreement to the contrary, the Deposit shall not be refunded to Purchaser until it complies with its restoration obligations hereunder. If Purchaser fails to comply within seven (7) days after notice, then Seller may perform Purchaser's obligations (or make payments on Purchaser's behalf) and, in addition to any other rights or remedies it may have against Purchaser, be reimbursed its costs from the Deposit. This paragraph shall survive the termination of this Agreement.

15. Escrow. The Deposit in the amount of \$30,000 (Thirty-Thousand) shall be held by the Escrow Agent in escrow upon the following terms and conditions:

(a) If the Closing occurs, the Deposit and any interest earned thereon, if any, shall be paid to Seller at the Closing, with a credit to be given to Purchaser in connection therewith in an amount equal to the principal amount of the Deposit against the balance of the Purchase Price.

(b) If this Agreement is terminated in accordance with the terms hereof or if the Closing does not take place under this Agreement by reason of the failure of either party to comply with such party's obligations hereunder, the Escrow Agent shall deliver the Deposit, to, or upon the instructions of, the party entitled thereto in accordance with the provisions of this Agreement; provided, however, that prior to delivering the Deposit to such party, Escrow Agent shall give seven (7) days prior written notice to the other party of its intention to make such payment. If Escrow Agent does not receive a written objection from such other party to such proposed payment within said seven (7) day period, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within said seven (7) day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold, or deposit with the appropriate court, the Deposit, together with any interest earned thereon, pursuant to *Section 15(d)* below.

(c) It is agreed that the Escrow Agent is authorized and entitled to make the dispositions of the Deposit (and any interest earned thereon) and other funds delivered to it in accordance with the terms of this Agreement. Any interest earned on the Deposit shall be the sole property of the party entitled to the Deposit pursuant to the terms of this Agreement. The parties acknowledge that with respect to the Deposit the Escrow Agent is acting solely as a stakeholder at their request and for their convenience; that the Escrow Agent shall not be deemed to be the agent of any of the parties; and that Escrow Agent shall not be liable to any of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this Agreement or involving gross negligence. Seller and Purchaser shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims, and expenses, including reasonable attorneys' fees, incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by the Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent.

(d) If a dispute shall arise as to the disposition of all or part of the Deposit, or Escrow Agent shall be uncertain as to its duties or rights hereunder, including, without limitation, the proper disposition of all or part of the Deposit, Escrow Agent shall be authorized to (i) refrain from taking any action other than to keep safely all or part of the Deposit and adhere to any judgment of a court of competent jurisdiction as to the disposition thereof, or (ii) deposit or turn over all or part of the Deposit with or to any court of competent jurisdiction and thereupon be relieved from all responsibilities with respect thereto.

(e) Escrow Agent may resign at any time or be removed by the written consent of both Purchaser and Seller. No resignation or removal of Escrow Agent and no appointment of any successor agent, however, shall be effective until the acceptance of appointment by the successor agent in the manner herein provided. Seller shall designate each successor agent which shall be

reasonably satisfactory to Purchaser. Any such successor agent shall execute and deliver to the predecessor escrow agent, Seller and Purchaser an instrument accepting such appointment, and the transfer of the escrowed funds and agreeing to the terms of this Agreement applicable thereto, and thereupon such successor agent shall, without further act, become vested with all the rights, powers and duties of the predecessor agent as if originally named herein. Any expenses of such successor agent shall be borne equally by Seller and Purchaser.

(f) The Purchaser acknowledges that the Escrow Agent is also acting as counsel to the Seller in connection with the Property and the Purchaser and the Seller agree that the appointment of Escrow Agent hereunder shall not preclude Escrow Agent from representing the Seller as its counsel in connection with the Property, or with respect to any other matters now existing or hereafter arising, and affirmatively waive any conflict relating thereto. Escrow Agent is acting hereunder as escrow agent only.

16. Miscellaneous.

(a) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns (to the extent assignment is permitted hereunder).

(b) Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of New Jersey. In the event that any dispute hereunder results in the filing of legal action, the parties agree that such action will be maintained only in a court of competent jurisdiction.

(c) Headings; References. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

(d) Counterparts. This Agreement may be executed in two or more counterparts and by facsimile or emailed PDF, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(e) Entire Agreement; Amendment. This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms thereof notwithstanding any representations, statements or agreements to the contrary heretofore made. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

(f) Time. Time is of the essence of this Agreement. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline that is set forth in this Agreement falls on a day that is not a Business Day, then such date shall be automatically extended to the next Business Day. For purposes of this Agreement, a “Business Day” is any day that is not a Saturday, Sunday or federal legal holiday.

(g) Possession. Possession of the Property shall be delivered to Purchaser at Closing.

(h) Survival; Representations and Warranties. Except as expressly provided herein, the representations, warranties and agreements of the parties contained herein, if any, shall merge into the Deed and shall not survive Closing. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

(i) Drafting of Agreement; Severability. The parties each acknowledge and agree that none of the terms or provisions of this Agreement shall be construed against any of the parties merely because of who may have drafted such term or provision and that, if any of the terms or provisions of this Agreement are or should be void or unenforceable, all of the remaining terms and provisions of this Agreement are and shall be applicable to the fullest extent permitted by law.

(j) Prevailing Party. In any litigation, arbitration or other legal proceeding that may arise between the parties hereto, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys’ fees in addition to any other relief to which such party may be entitled.

(k) Waiver of Jury Trial. In any civil action, counterclaim, or proceeding, whether at law or in equity, that arises out of, concerns, or relates to this Agreement, any and all transactions contemplated by this Agreement, the performance of this Agreement or the relationship created by this Agreement, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court, as written evidence of the consent of the parties to this Agreement of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by any other party regarding the enforceability of this provision. By execution of this Agreement, each party acknowledges that it has read and understands the effect of this jury waiver provision. Each party acknowledges that it has been advised by its own counsel with respect to the transaction governed by this Agreement and specifically with respect to the terms of this Section, or has waived such advice of counsel.

(l) Effective Date. The “Effective Date” of this Agreement shall be the date upon which the last of Seller or Purchaser has executed this Agreement with any changes thereto having been initialed by all parties.

[signatures begin on following page]

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year indicated below.

PURCHASER:

By: _____
Name: **JOHN SCHIAVO**
Date of Execution:

[signatures continue on following page]

SELLER:

THE BOROUGH OF WENONAH

By: _____

Name: _____

Title: _____

Date of Execution: _____

[signatures continue on following page]

Exhibit A

All that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in Wenonah Borough, County of Gloucester and State of New Jersey, and is bounded and described as follows:

Beginning at a point in the Westerly right-of-way line of Woodbury-Glassboro Road (County Route No. 553) (66.00 feet wide), said point being common corner to Lots 39 and 37.01, Block 4, extending from said point of beginning; thence

1) Along the Westerly right-of-way line of Woodbury-Glassboro Road, South 04 degrees 22 minutes 00 seconds East, a distance of 406.59 feet to a point common corner to Lots 41.01 and 42.03, Block 4; thence

2) Along the division line of Lot 41.01, Block 4 common with Lots 42.03 and 42.01, Block 4, South 73 degrees 12 minutes 00 seconds West, a distance of 336.23 feet, in a point common corner to Lots 41.01 and 41.02, Block 4 and in the division line of Lot 42.01, Block 4; thence

3) Along the division line of Lot 41.02, Block 4 common with Lots 41.01 and 39, Block 4, North 04 degrees 22 minutes 00 seconds West, a distance of 412.99 feet, to a point common corner to Lots 39 and 41.02, Block 4 and in the division line of Lot 37.01, Block 4; thence

4) Along the division line of Lots 39 and 37.01, Block 4, North 74 degrees 16 minutes 07 seconds East, a distance of 334.91 feet to the point and place of Beginning.

Exhibit B

QUITCLAIM DEED
[see next page]

After Recording Return to:

Prepared By: Matthew P. Lyons, Esq.

Quit Claim Deed

THIS DEED is made on _____, 2025
BETWEEN

THE BOROUGH OF WENONAH, a public corporation of the State of New Jersey
whose address is 1 South West Avenue, Wenonah, NJ 08090,

herein referred to as *Grantor*,

AND JOHN SCHIAVO

whose address is

herein referred to as *Grantee*.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants, conveys, and transfers ownership of the property described below to the Grantee. This transfer is made for the sum of **TWO-HUNDRED SEVENTY-FIVE THOUSAND Dollars (\$275,000.00)**. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of **Wenonah Borough**
Block No. **4** Lot No. **39** Account No.

Property. The Property consists of the land and all buildings and structures on the land in the Borough of Wenonah, County of Gloucester, and State of New Jersey. The legal description of the property is:

All that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in Wenonah Borough, County of Gloucester and State of New Jersey, and is bounded and described as follows:

Beginning at a point in the Westerly right-of-way line of Woodbury-Glassboro Road (County Route No. 553) (66.00 feet wide), said point being common corner to Lots 39 and 37.01, Block 4, extending from said point of beginning; thence

1) Along the Westerly right-of-way line of Woodbury-Glassboro Road, South 04 degrees 22 minutes 00 seconds East, a distance of 406.59 feet to a point common corner to Lots 41.01 and 42.03, Block 4; thence

2) Along the division line of Lot 41.01, Block 4 common with Lots 42.03 and 42.01, Block 4, South 73 degrees 12 minutes 00 seconds West, a distance of 336.23 feet, in a point common corner to Lots 41.01 and 41.02, Block 4 and in the division line of Lot 42.01, Block 4; thence

3) Along the division line of Lot 41.02, Block 4 common with Lots 41.01 and 39, Block 4, North 04 degrees 22 minutes 00 seconds West, a distance of 412.99 feet, to a point common corner to Lots 39 and 41.02, Block 4 and in the division line of Lot 37.01, Block 4; thence

4) Along the division line of Lots 39 and 37.01, Block 4, North 74 degrees 16 minutes 07 seconds East, a distance of 334.91 feet to the point and place of Beginning.

Being the property conveyed to Grantor by Deed of Royal Bank America, dated August 24, 2017, and recorded on September 8, 2017, in the Gloucester County Clerk's Office in the Book 5726 of Deeds, at page 256.

Type of Deed. This Deed is called a Quitclaim Deed. The Grantor makes no promises as to ownership or title, but simply conveys whatever interest the Grantor has to the Grantee.

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed By:

Karen Sweeney Borough Clerk

BY: _____
Jessica S. Doheny, Mayor
Borough of Wenonah

STATE OF NEW JERSEY,

SS.:

COUNTY OF GLOUCESTER

I CERTIFY that on _____, 2025, Karen Sweeney personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the Borough of Wenonah, a public corporation and body politic, named in the attached deed; (b) this person is attesting witness to the signing of this DEED by the proper officer who is Mayor of the Borough of Wenonah; (c) this DEED was signed and delivered by the Borough as a voluntary act duly authorized by a proper resolution of the Borough Council; (d) this person knows the proper seal of the Borough which was affixed to this DEED; (e) the full and actual consideration paid for this Deed is \$ _____; and (f) this person signed this proof to attest to the truth of these facts.

Notary Public of the State of New Jersey
My Commission Expires:

DEED

Dated: _____ ,

=

Record and return to:

THE BOROUGH OF WENONAH
Grantor

TO

JOHN SCHIAVO

Grantee

Exhibit C

RESTRICTIVE COVENANT
[see next page]

Affordable Housing Deed Restriction

With Covenants Restricting Rentals, Conveyance and Improvements And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the ___ day of _____, 2025, by and between the **Borough of Wenonah**, a municipal corporation of the State of New Jersey, with offices located at 1 South West Avenue, Wenonah, NJ 08090 (the “Municipality”) and _____ a New Jersey [Corporation / Partnership / Limited Partnership] having offices at _____ the developer/sponsor (the “Owner”) of a residential low- or moderate-income rental project (the “Project”):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the Borough of Wenonah, County of Gloucester, State of New Jersey, and described more specifically as Block No. 4 Lot No. 39.

More specifically designated as:

(List specific affordable units by address or apartment number.)

Article 3. Affordable Housing Covenants

The following covenants (the “Covenants”) shall run with the land for the period of time (the “Control Period”), determined separately with respect for each dwelling unit, commencing upon the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
 - B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the qualified administrative agent retained by the Owner or its successor. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent of the Municipality.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent of the Municipality.
 - D. The Owner shall notify the Administrative Agent of the Municipality and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the Administrative Agent of the Municipality and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent of the Municipality and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Municipality and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

[THE OWNER]

BY: _____

XXXXXXXXXXXXXXXXX
Title

ACKNOWLEDGEMENT

On this the _____ day of _____, 2025, before me came _____, to me known and known to me to be _____, the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

 NOTARY PUBLIC

THE BOROUGH OF WENONAH

By: _____
 Name: _____
 Title: _____
 Date of Execution: _____

ACKNOWLEDGEMENT

NOTARY PUBLIC

On this the day of , 2025, before me came _____ known and known to me to be _____ of _____, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

NOTARY PUBLIC

RESOLUTION NO. 2025-83

**RESOLUTION OF THE BOROUGH OF WENONAH, COUNTY OF GLOUCESTER,
STATE OF NEW JERSEY TO APPROVE THE PURCHASE AGREEMENT
BETWEEN BOROUGH OF WENONAH AND JOHN SCHIAVO FOR THE
SALE OF THE PROPERTY KNOWN AS 1415 WOODBURY/GLASSBORO
ROAD, BLOCK 4 LOT 39**

WHEREAS, the Borough of Wenonah accepted the minimum bid in the amount \$275,000 for the property known as 1415 Woodbury/Glassboro Road, Block 4 Lot 39 from the public auction held on July 24, 2025; and

WHEREAS, it is the Mayor and Borough Council of the Borough of Wenonah's intention to approve and sign the Purchase Agreement for the sale of the property known as 1415 Woodbury/Glassboro Road, Block 4 Lot 39 to John Schiavo attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Wenonah, County of Gloucester, State of New Jersey as follows:

1. The Borough of Wenonah hereby accepted the minimum bid in the amount of \$275,000.
2. The Purchase Agreement between the Borough of Wenonah and John Schiavo for the sale of the property known as 1415 Woodbury/Glassboro Road, Block 4 Lot 39 attached hereto as Exhibit A is hereby approved.
3. The Mayor and Borough Clerk are hereby authorized to execute the Purchase Agreement with John Schiavo attached as Exhibit A

ADOPTED at a regular meeting of the Mayor and Borough Council of the Borough of Wenonah, County of Gloucester, State of New Jersey held on August 28, 2025.

BOROUGH OF WENONAH

JESSICA S. DOHENY, Mayor

ATTEST:

KAREN L. SWEENEY, Municipal Clerk

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Borough Council of the Borough of Wenonah, County of Gloucester, State of New Jersey, at a meeting held by the same on Thursday, August 28, 2025 at 6:30 p.m., in the Borough's Municipal Building, 1 South West Avenue, Wenonah, New Jersey 08090.

KAREN L. SWEENEY, Administrator/RMC
Municipal Clerk

ORDINANCE O-2025-13

**BOROUGH OF WENONAH
GLOUCESTER COUNTY**

**AN ORDINANCE OF THE BOROUGH OF WENONAH TO AMENDING CHAPTER 40
ARTICLE 1 SECTION 3 “PEDDLING AND SOLICITING” OF THE CODE OF THE
BOROUGH OF WENONAH ENTITLED “LICENSE REQUIRED”**

WHEREAS, the Borough of Wenonah (“Borough”) is a municipal entity organized and existing under the laws of State of New Jersey and located in Gloucester County; and

WHEREAS, the Mayor and the Borough Council of the Borough of Wenonah wish to establish a provision in Chapter 40 in the code of the Borough of Wenonah concerning door-to-door solicitation within the Borough, including the establishment of a “Do Not Knock Registry” within the Borough; and

WHEREAS, the Mayor and the Borough Council of the Borough of Wenonah wish to amend Chapter 40 of the code to include Section 3 c; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, the Governing Body is authorized to enact and amend ordinances as deemed necessary for the preservation of the public health, safety and welfare and as may be necessary to carry into effect the powers and duties conferred and imposed upon the Borough by law.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Wenonah, County of Gloucester, and the State of New Jersey that Chapter 40, Article I. “Peddling and Soliciting” Section 3 entitled “License Required” is amended as follows:

SECTION 1: Chapter 40 Article I. Section 3 of the Code of the Borough of Wenonah entitled “entitled “Exempt persons, organizations and activities” is hereby amended and supplemented as follows: (Additions indicated in boldface and italics *thus*; deletions indicated with strike-through ~~thus~~):

Chapter 40. Peddling and Soliciting

Article 1. Vendors

§ 40-3 License Required

- A. It shall be unlawful for any vendor to do business with the Borough without first obtaining a license from the Borough.
- B. Except as provide in § 40-15, any person claiming an exemption from the license required by this chapter under state or federal law will not be allowed to do business in this Borough unless, at least 14 calendar days before beginning business activity:
 - (1) They submit sufficient proof of their eligibility for exemption.

- (2) They complete the application process as otherwise required by this chapter in order that they may be identified and regulated as allowed by law.
- (3) They appear of good character as evidenced by a lack of criminal convictions for crimes of theft, fraud, burglary or the like.

C) *Do Not Knock Registry.*

- (1) *Establishment. The Borough Clerk shall prepare a list of addresses of those premises where the owner and/or occupant has notified the Clerk that peddling, hawking, soliciting, canvassing, itinerant vending and door-to-door sales enterprising as set forth in this chapter are not permitted on the premises (hereinafter referred to as the "Do Not Knock Registry"). Notification shall be by completion of a form available at the Borough Clerk's office during normal business hours. The list shall be updated on July 1 of each year.*
- (2) *Do Not Knock Registry display. Any owner and/or occupant who has requested enlistment on the Do Not Knock Registry, pursuant to this chapter herein, shall be able to register in the Clerk's office to obtain a sticker for display at their premises indicating enlistment on the Do Not Knock Registry.*
- (3) *Distribution to licensees. The Borough Clerk shall distribute the current Do Not Knock Registry to a licensee under this chapter at the time of issuance of a license to peddle, solicit, hawk, canvass, itinerant vend or otherwise door-to-door sell pursuant to the provisions of this chapter. The licensee shall not peddle, solicit, canvass, itinerant vend, hawk or conduct door-to-door sales at any premises identified on the then-current Do Not Knock Registry.*

SECTION 4: All ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent that they are inconsistent herewith.

SECTION 5: If the provisions of any section, subsection, paragraph, subdivision, or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this Ordinance.

SECTION 6: This Ordinance shall take effect immediately upon final passage and publication as required by law.

BOROUGH OF WENONAH

ATTEST:

BY: _____
JESSICA S. DOHENY, MAYOR

KAREN L. SWEENEY, MUNICIPAL CLERK

CERTIFICATION

I, Karen Sweeney, Municipal Clerk, hereby certify that the foregoing ordinance is a true and accurate copy of an ordinance introduced on August 28, 2025, and adopted on final reading by the Borough Committee of the Borough of Wenonah at a regular and duly convened meeting held on 2025.

In witness thereof, I have set my hand and affixed the seal of the Borough of Wenonah this 23rd day of August 28, 2025.

*Karen Sweeney, RMC/CMR
Municipal Clerk, Wenonah Borough*

Public Works Monthly report for August 2025

Submitted by Brian Nicholson

CP engineer Matt Peles has provided us with plans for the Well project that we are currently reviewing. Review is completed and final stages of design, Resolution to go out to bid will be on agenda for this month. If all goes well early 2026 construction.

The generator that was used to run the wells prior to the permanent generator being installed, does not have the ability to run any of our sewer lift stations. The one used to run the lift stations is a 1962 model and is beyond its useful life and not reliable at all. We are working on alternative plans to solve our issues. Generator was sold at auction and now next step is to get prices to replace with a unit that will meet our needs. Setting up meeting with electrician to come up with proper specs needed for replacement. Meeting with A Cummins generator rep this month to discuss costs and options for a unit.

The Dep and Epa have adopted new regulations pertaining to PFAS,PFNAs in drinking water. The regulation will lower the Maximum Contaminant level from 15 parts per trillion to 4 parts per trillion, as of now our testing has showed no traces of the chemicals but most of the water systems around us have traces or are out of compliance. We will continue to monitor results closely.

We had an unexpected issue with a sewer force main from Lenape lift station on Sunday feb 17. An outside contractor was needed to fix the issue. Lenape Lift station in 2018 we had this same issue with the force main being clogged and at the end of its useful life. The main runs under the creek and discharges out on cherry and Clinton sewer main. During the reconstruction of Lenape trail we ran a new force main from the lift station to 100 feet short of Mantua Ave with the idea of connecting Mantua Ave lift station in the near future. Both ends of the force main would have to be connected and the existing line would be terminated at that point. We have been aware that this was going to become an issue again that is why we had the foresight to run the replacement main with the Lenape project. Dave Paul and myself are currently looking at ways to approach this project.

Lead service line inventory report and progress report was submitted to DEP August 8. Unknown service line material letters will be processed early in September.

Currently working with SCE to Review anniversary inspection of water tower. Deficiencies were found during the inspection; we are working with SCE to understand our options.

NJDEP is updating the current reporting system with a web-based system, we are implementing the new system which is complicated to set up but should streamline reporting once complete. Paul and I completed the installation of new system and we are within compliance with the NJDEP for reporting requirements.

Received, assembled and delivered 3 new ADA picnic tables for the Lake. Tables were purchased by Lake Assoc.

September 15th last Branch pick up, September 22 the last containerized pick up. Leaf pickup will begin October 20th.

Public Works Monthly Report

Submitted by **Brian Nicholson**, DPW Superintendent

For the month Aug 2025

Road and Utility Maintenance and Compliance Testing

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Meters installed							1						
Utility Mark Out	29	40	49	75	45	39	32	29					
Water samples For NJDEP	4	4	4	4	4	4	4	4					

Safety and training

- Safety Briefing, Job site observations

Road works

- Potholes throughout the borough were filled/ patched.

Other activities

Municipal Properties/ Maintenance/Compliance

- Cleared out catch basins for storms.
- Took water samples, water reports to DEP (Monthly, quarterly)
- Trash/Recycle Collection- Collected trash and recycling at parks, municipal properties, and businesses.
- 9 sewer lateral backups cleared by public works.
- Check wells and lifts daily
- Mowed and trimmed all Boro Properties

Bulk leaf Collection, Yard Wase & Branch Collection, Chipping, Tree removal

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Leaves- cu yds	40												
Yard waste		20	40	60	40	40	40	40					
Branches collected- cu yds		20	40	40	40	40	40	40					

Residential Recycling

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
# Metal stops	31	27	44	62	57	87	81	92					
# e-waste stops	29	33	27	39	31	48	35	27					

- Indicates combines metal and e-waste



Mantua Township Police Department

Proudly serving Mantua Township and Wenonah Borough



Darren E. White
Chief of Police

William D. Murphy
Captain

405 Main Street
Mantua, NJ 08051
mantuapd@mantuatownship.com
(856) 468-1920
Fax (856) 464-0237

Arthur D. Hayes
Lieutenant

Brian J. Hauss
Lieutenant

August 28, 2025

To: Ms. Mayor and members of the Borough Council
From: Chief White

Re: Workshop report

- Officers participated in a "Police Car Parade" for a 5-year-old who loves emergency vehicles. This was requested by the county chief's association
- I spoke to the seniors at Incarnation Church's Prime Timers Club about elder scams. These are one of the most frustrating things for us to deal with as the scams often originate from outside of the country. In my opinion, education is the best way to help our seniors combat these types of crimes. There is a very good resource guide available at:
 - <https://pueblo.gpo.gov/CFPBpubs/CFPBFileDnld.php?PubType=P&PubID=13039&httpGetPubID=0&PHPSESSID=d8621b7b40ae3ecf11dda0dacd27a933>
- We are losing one of our other recently hired class 1 officers. She is leaving to start her full-time career in Logan.



Mantua Township Police
405 Main Street
Mantua New Jersey 08051
(856) 468-1920

Incidents Summary List

Printed On: 08/26/25 13:28

Reporting Period : 07/01/2025 - 07/31/2025

	Mantua Police Department	Total
Added Patrol	61	61
Animal Complaint	5	5
Assault	1	1
Assist Other Agency	2	2
Burglar Alarm Activation	3	3
Cardiac Emergency	1	1
Child Custody Exchange	2	2
Choking	1	1
Dispute	1	1
Domestic	1	1
Down/Arcing Wires	1	1
Fall Victim	2	2
Fire Alarm System	2	2
Fireworks Complaint	1	1
Follow Up	2	2
Fraud Complaint	1	1
Harassment	1	1
Hazardous Road Condition	1	1
Hit And Run	1	1
House Check	2	2
Illegal Dumping	1	1
Lock Out	1	1
Medical Alarm	1	1
Medical Emergency	4	4
Motor Vehicle Complaint	1	1
Motor Vehicle Crash	3	3
Motor Vehicle Stop	8	8
Notification/Informational	1	1
Parking Enforcement	1	1
Pedestrian MVC	1	1
Property Check	37	37
Public Assist	2	2
Radar Enforcement	3	3
Seizures	1	1
Solicitation	1	1
Special Detail	1	1
Suicide, Suicidal Subject	1	1
Suspicious Incident	1	1



Mantua Township Police
405 Main Street
Mantua New Jersey 08051
(856) 468-1920

Incidents Summary List

Printed On: 08/26/25 13:28

Reporting Period : 07/01/2025 - 07/31/2025

	Mantua Police Department	Total
Suspicious Motor Vehicle	6	6
Traffic Detail	1	1
Trespassing	2	2
Unwanted Person	1	1
Well Being Check	3	3
Total	174	174

Wenonah Volunteer Fire Company
 Incident and Activities Report
 July 2025



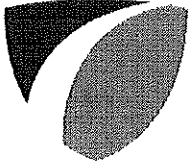
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
ALARM: CO	2	1	1		2	4	1						11
ALARM: Fire	8	4	6	4	2	7	1						32
Animal Rescue	1												1
Assist EMS	1												1
Cover	1	2			1								4
Dispatch Error													0
FIRE: Brush			2	1									3
FIRE: Building		1											1
FIRE: Dwelling	2	1		1	1		1						6
FIRE: Other			1	1									2
FIRE: RIC Group		1		1			1						3
FIRE: Rubbish		2											2
FIRE: Structure													0
FIRE: Vehicle				1									1
FUMES: Exterior			1	1	1	1							4
FUMES: Interior	1	1	1	1	2	1	1						8
Investigation	1	2	1										4
MVC	1	2	2		3	2	6						16
Public Service		4	1		2	1	1						9
Rescue/HAZMAT													0
Wires		3	1			1	4						9
Meetings	1	1	1	1	1	1	1						7
Drills	3	3	3	4	2	3	2						20
Events				1	2	1	5						9
Times In Service	22	28	21	17	19	22	24						153
Dispatched	18	24	17	11	14	17	16						117

Comments:

The company responded along with WHFD on the RIC Group to an All-Hands dwelling fire in West Deptford Township. The July 4th parade and park festivities were another resounding success. We are thankful for the partnership between the fire company, Borough, Lions Club, and American Legion that makes the day so special.

Jim Nessler

Tim Nessler, Fire Chief



Start: 2025-07-15

End: 2025-08-15

Times: 0:00:00-23:59:59

Speed Range: 1 to 150

Overall Summary

Total Days of Data: 32

Speed Limit: 35

Average Speed: 31.36

50th Percentile Speed: 31.92

85th Percentile Speed: 36.44

Pace Speed Range: 27-37

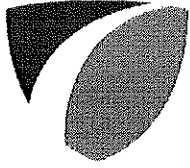
Minimum Speed: 10

Maximum Speed: 75

Display Mode: Unknown

Average Volume per Day: 1967.8

Total Volume: 62971



Start: 2025-07-15

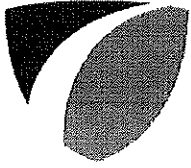
End: 2025-08-15

Times: 0:00:00-23:59:59

Speed Bins: Size 5, Range 1 to 150

Time View: By Hour (Total Volumes)

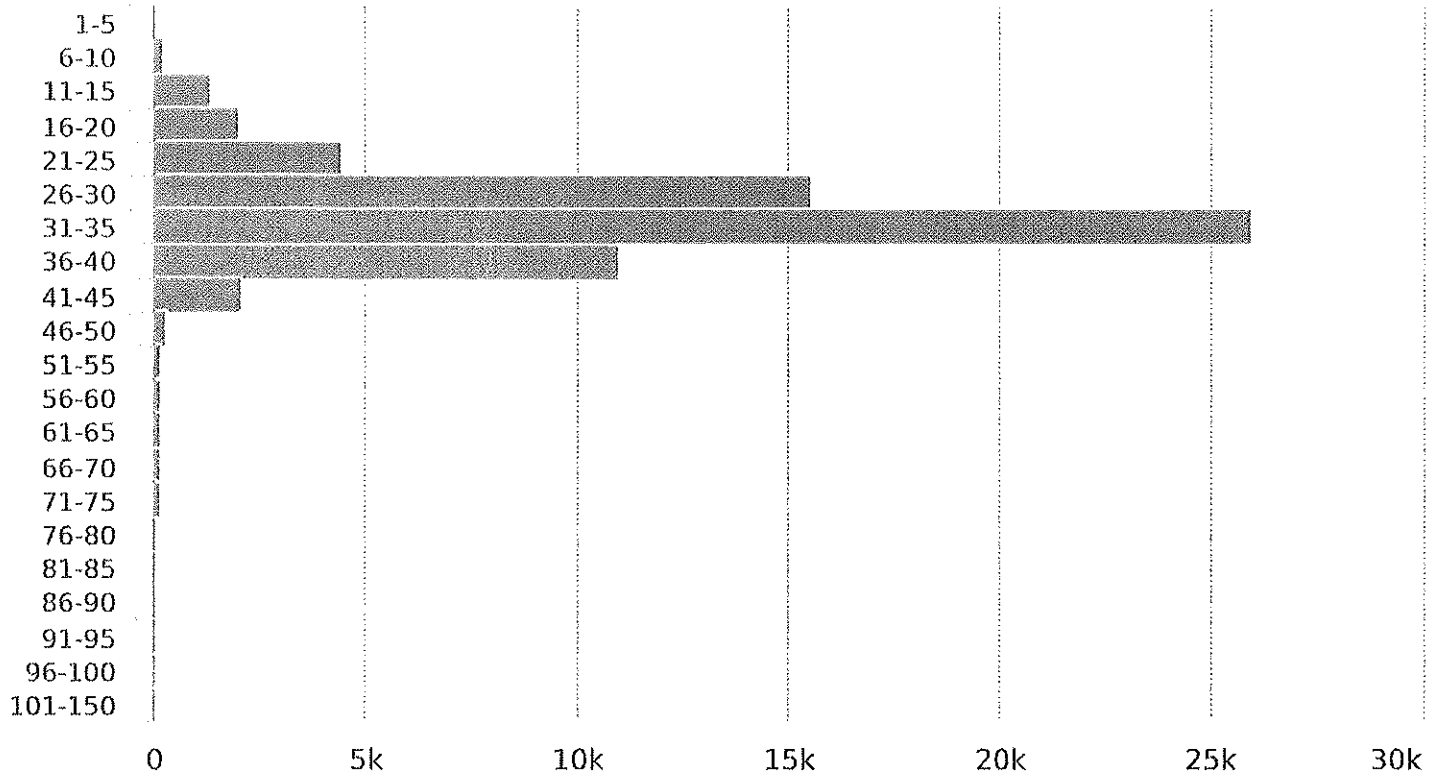
Time	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	101 to 150	Avg Speed	Total
0:00	0	1	4	4	10	43	79	66	7	1	4	0	0	0	1	0	0	0	0	0	0	32.9	210
1:00	0	0	2	1	8	30	43	26	4	2	0	1	1	0	1	0	0	0	0	0	0	33.3	119
2:00	0	1	5	2	7	38	41	25	12	3	1	0	0	1	0	0	0	0	0	0	0	32.5	136
3:00	0	0	1	5	13	25	45	21	5	1	1	0	0	0	0	0	0	0	0	0	0	31.6	117
4:00	0	0	4	5	7	66	130	71	29	3	2	1	1	0	1	0	0	0	0	0	0	33.9	320
5:00	0	0	20	22	37	163	322	189	73	24	3	2	1	0	0	0	0	0	0	0	0	33.3	856
6:00	0	5	23	55	109	274	718	381	100	12	0	0	0	0	0	0	0	0	0	0	0	32.6	1677
7:00	0	16	66	77	166	599	1200	617	124	12	1	0	0	0	0	0	0	0	0	0	0	32.0	2878
8:00	0	7	115	118	281	891	1715	698	123	10	2	0	1	0	0	0	0	0	0	0	0	31.3	3961
9:00	0	18	71	98	254	926	1605	694	135	13	3	0	0	0	0	0	0	0	0	0	0	31.6	3817
10:00	0	12	95	125	331	1067	1794	726	122	17	3	1	0	0	0	0	0	0	0	0	0	31.3	4293
11:00	0	21	97	132	300	1144	1915	782	120	24	4	1	0	0	0	0	0	0	0	0	0	31.4	4540
12:00	0	25	82	137	316	1168	1955	766	144	13	2	3	0	0	0	0	0	0	0	0	0	31.3	4611
13:00	0	14	93	165	330	1155	1874	741	132	22	4	0	0	0	0	0	0	0	0	0	0	31.2	4530
14:00	0	23	89	148	342	1165	1903	825	161	22	6	0	1	0	0	0	0	0	0	0	0	31.4	4685
15:00	0	16	99	169	365	1221	2001	866	131	20	3	0	0	0	0	0	0	0	0	0	0	31.2	4891
16:00	0	18	108	155	350	1260	2071	860	147	14	3	1	0	0	0	0	0	0	0	0	0	31.3	4987
17:00	0	20	103	153	338	1242	1962	805	134	19	5	2	0	0	0	0	0	0	0	0	0	31.2	4783
18:00	0	14	99	129	250	891	1513	625	108	22	4	0	0	0	0	0	0	0	0	0	0	31.2	3655
19:00	0	10	66	96	214	746	1181	450	79	9	8	0	0	0	0	0	0	0	0	0	0	31.1	2839
20:00	0	8	46	101	214	683	835	306	55	14	2	0	0	0	0	0	0	0	0	0	0	30.4	2264
21:00	0	3	14	55	132	418	577	235	32	7	2	0	0	0	0	0	0	0	0	0	0	31.1	1475
22:00	0	3	17	35	55	195	347	129	43	12	2	0	0	0	0	0	0	0	0	0	0	31.7	838
23:00	0	2	8	17	29	108	203	97	21	4	0	0	0	0	0	0	0	0	0	0	0	32.0	489
Total	0	237	1327	2004	4458	15518	26009	10991	2041	300	65	12	5	1	3	0	0	0	0	0	0	31.4	62971



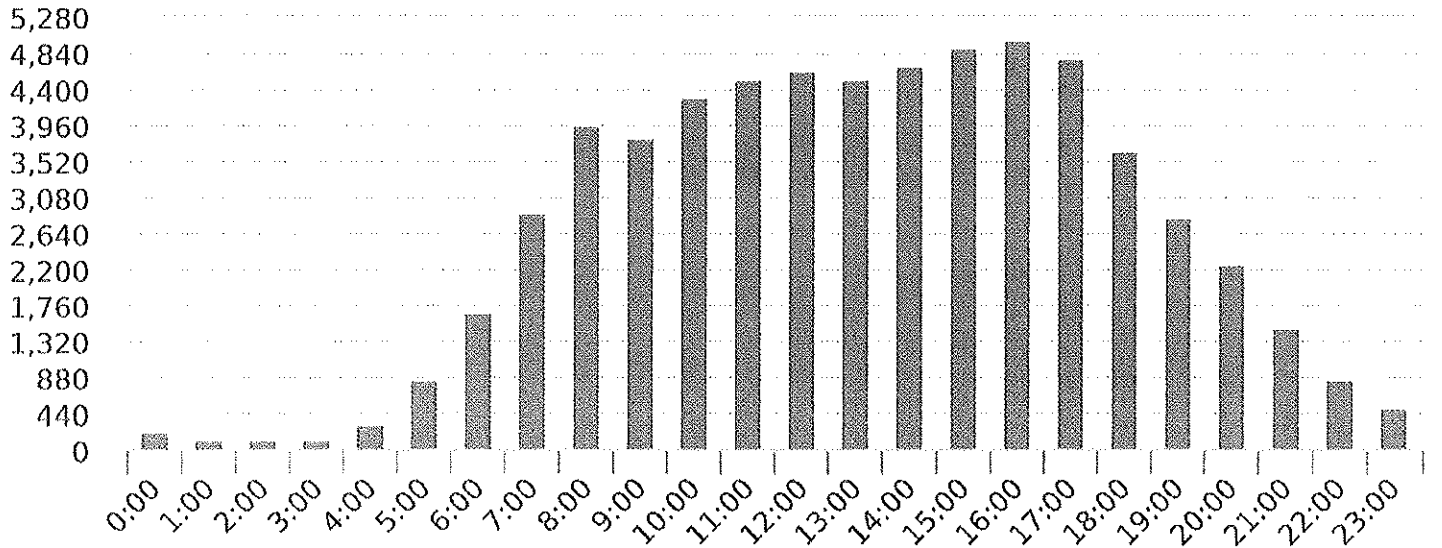
Start: 2025-07-15
End: 2025-08-15
Times: 0:00:00-23:59:59

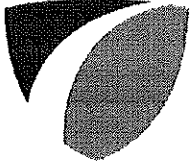
Speed Bins: Size 5, Range 1 to 150
Time View: By Hour (Total Volumes)

Total Volume by Speed Distribution



Volume over Time





Start: 2025-07-15

End: 2025-08-15

Times: 0:00:00-23:59:59

Speed Range: 1 to 150

Overall Summary

Total Days of Data: 32

Speed Limit: 35

Average Speed: 34.97

50th Percentile Speed: 35.65

85th Percentile Speed: 40.96

Pace Speed Range: 31-41

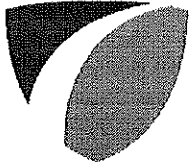
Minimum Speed: 10

Maximum Speed: 75

Display Mode: Unknown

Average Volume per Day: 3678.7

Total Volume: 117718



Start: 2025-07-15

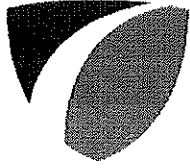
End: 2025-08-15

Times: 0:00:00-23:59:59

Speed Bins: Size 5, Range 1 to 150

Time View: By Hour (Total Volumes)

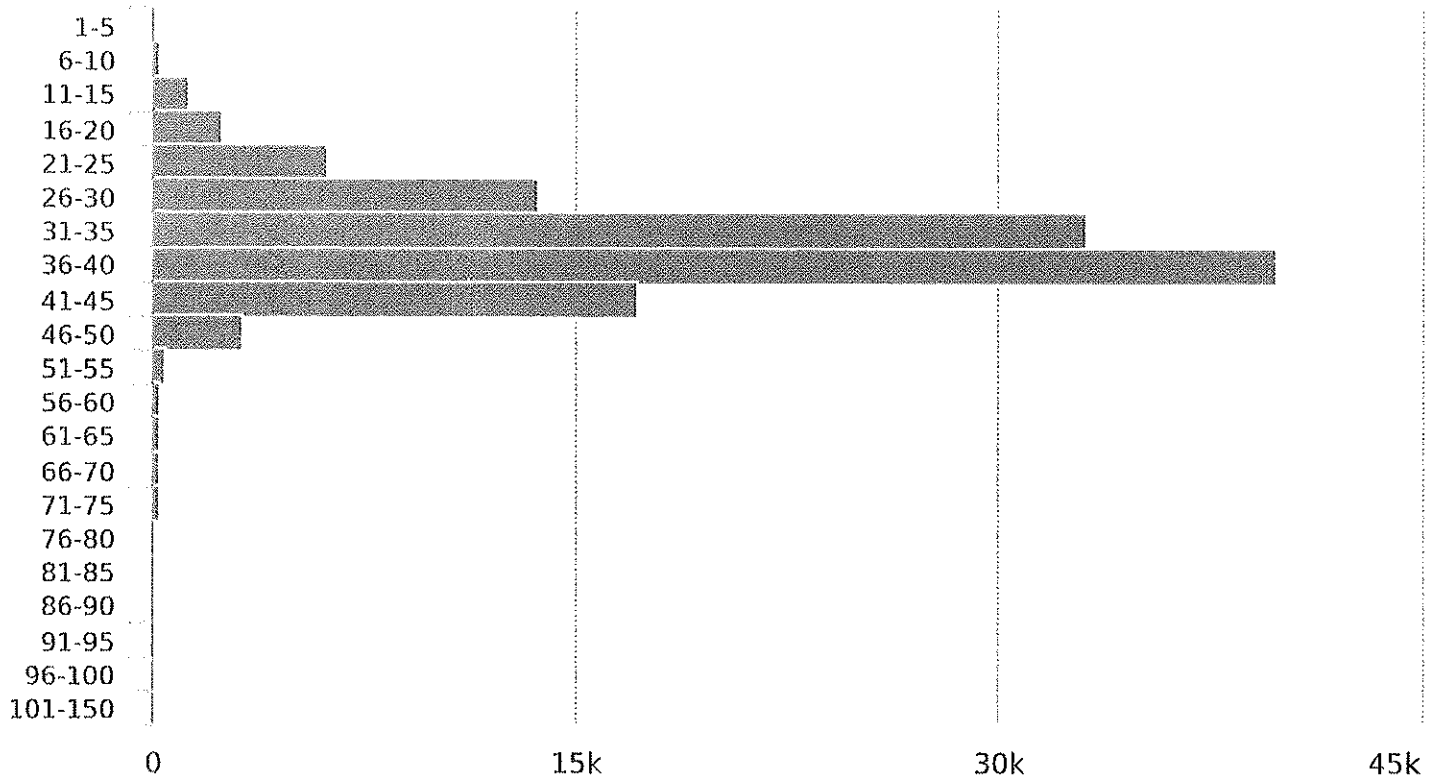
Time	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	101 to 150	Avg Speed	Total
0:00	0	2	18	32	98	188	324	269	92	24	7	1	1	0	0	0	0	0	0	0	0	33.1	1056
1:00	0	6	19	23	56	105	176	133	62	18	4	0	0	0	0	0	0	0	0	0	0	32.5	602
2:00	0	1	10	17	34	60	91	93	28	15	6	1	4	1	0	0	0	0	0	0	0	33.4	361
3:00	0	2	9	11	33	48	73	91	32	8	3	1	1	0	0	0	0	0	0	0	0	33.2	312
4:00	0	4	10	25	71	121	166	181	66	19	3	0	0	0	0	0	0	0	0	0	0	33.1	666
5:00	0	6	32	67	113	227	440	470	218	47	9	1	0	0	0	0	0	0	0	0	0	33.9	1630
6:00	0	14	79	106	242	384	903	921	434	70	16	0	0	1	0	0	0	0	0	0	0	33.8	3170
7:00	0	18	62	139	335	560	1420	1614	562	109	10	2	3	0	0	0	0	0	0	0	0	34.2	4834
8:00	0	14	125	180	375	772	1939	2283	846	152	21	2	0	0	0	0	0	0	0	0	0	34.4	6709
9:00	0	17	74	163	350	727	1924	2143	993	154	24	0	0	0	0	0	0	0	0	0	0	34.8	6569
10:00	0	14	110	156	373	830	2062	2516	1105	197	14	2	0	0	0	0	0	0	0	0	0	34.9	7379
11:00	0	11	89	168	363	834	2177	2699	1133	223	28	3	0	0	0	0	0	0	0	0	0	35.1	7728
12:00	0	14	75	161	368	806	2174	2771	1230	202	38	5	0	0	0	0	0	0	0	0	0	35.3	7844
13:00	0	14	91	195	423	867	2258	2986	1337	273	29	4	0	0	0	0	0	0	0	0	0	35.3	8477
14:00	0	17	53	154	404	857	2185	2955	1445	244	28	4	1	0	0	0	0	0	0	0	0	35.6	8347
15:00	0	11	58	114	329	797	2107	3109	1440	307	36	2	1	0	0	0	0	0	0	0	0	36.0	8311
16:00	0	12	45	109	327	791	2097	3035	1451	293	32	2	1	0	0	0	0	0	0	0	0	36.1	8195
17:00	0	15	50	103	310	767	2137	2954	1450	285	32	3	2	0	2	0	0	0	0	0	0	36.0	8110
18:00	0	10	62	104	344	796	1962	2740	1205	194	27	2	2	1	0	0	0	0	0	0	0	35.5	7449
19:00	0	5	54	132	355	892	2024	2226	910	128	26	6	0	0	0	0	0	0	0	0	0	34.7	6758
20:00	0	9	49	98	322	783	1867	1568	527	94	10	2	0	0	0	0	0	0	0	0	0	33.8	5329
21:00	0	6	39	82	275	676	1307	1083	283	42	11	3	1	1	0	0	0	0	0	0	0	33.2	3809
22:00	0	4	25	47	171	477	846	680	213	46	8	4	0	1	0	0	0	0	0	0	0	33.5	2522
23:00	0	2	28	52	148	263	509	384	122	35	5	1	1	1	0	0	0	0	0	0	0	32.9	1551
Total	0	228	1266	2438	6219	13628	33168	39904	17184	3179	427	51	18	6	2	0	0	0	0	0	0	35.0	117718



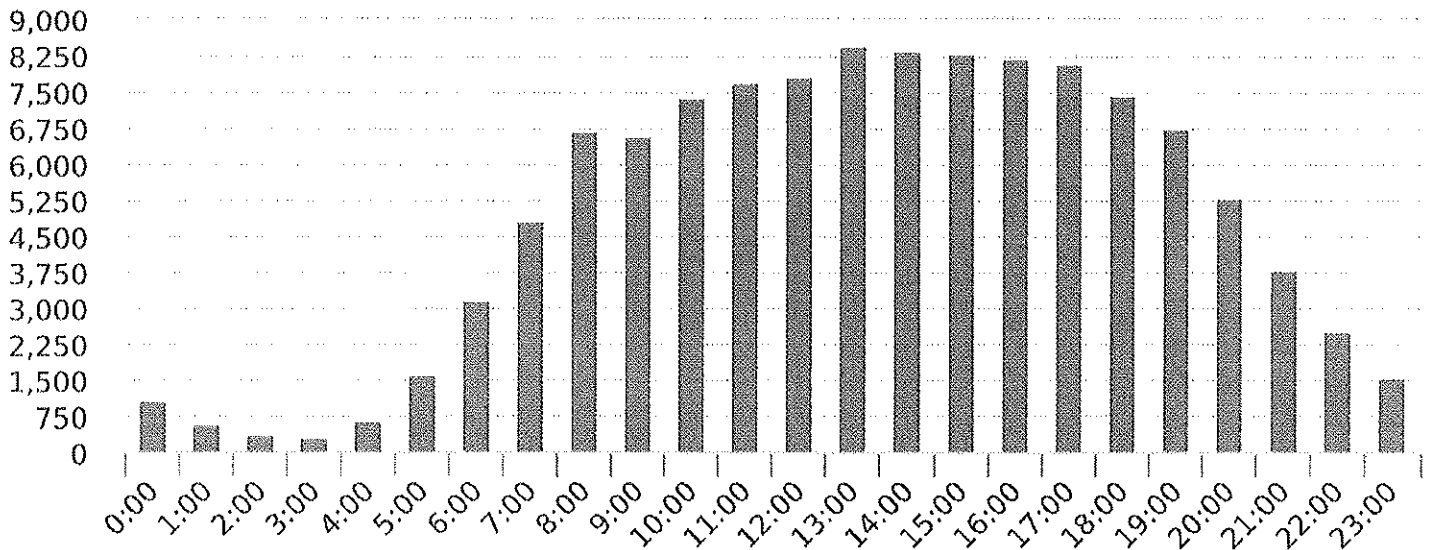
Start: 2025-07-15
End: 2025-08-15
Times: 0:00:00-23:59:59

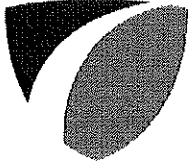
Speed Bins: Size 5, Range 1 to 150
Time View: By Hour (Total Volumes)

Total Volume by Speed Distribution



Volume over Time





Start: 2025-07-15
End: 2025-08-15
Times: 0:00:00-23:59:59

Speed Summary

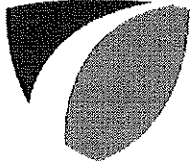
jefferson, SB

Speed Range: 1 to 150

Overall Summary

Total Days of Data: 32
Speed Limit: 25
Average Speed: 22.87
50th Percentile Speed: 22.96
85th Percentile Speed: 27.83
Pace Speed Range: 19-29

Minimum Speed: 10
Maximum Speed: 54
Display Mode: Unknown
Average Volume per Day: 712.7
Total Volume: 22805



Start: 2025-07-15

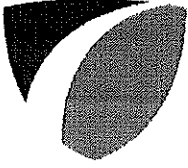
End: 2025-08-15

Times: 0:00:00-23:59:59

Speed Bins: Size 5, Range 1 to 150

Time View: By Hour (Total Volumes)

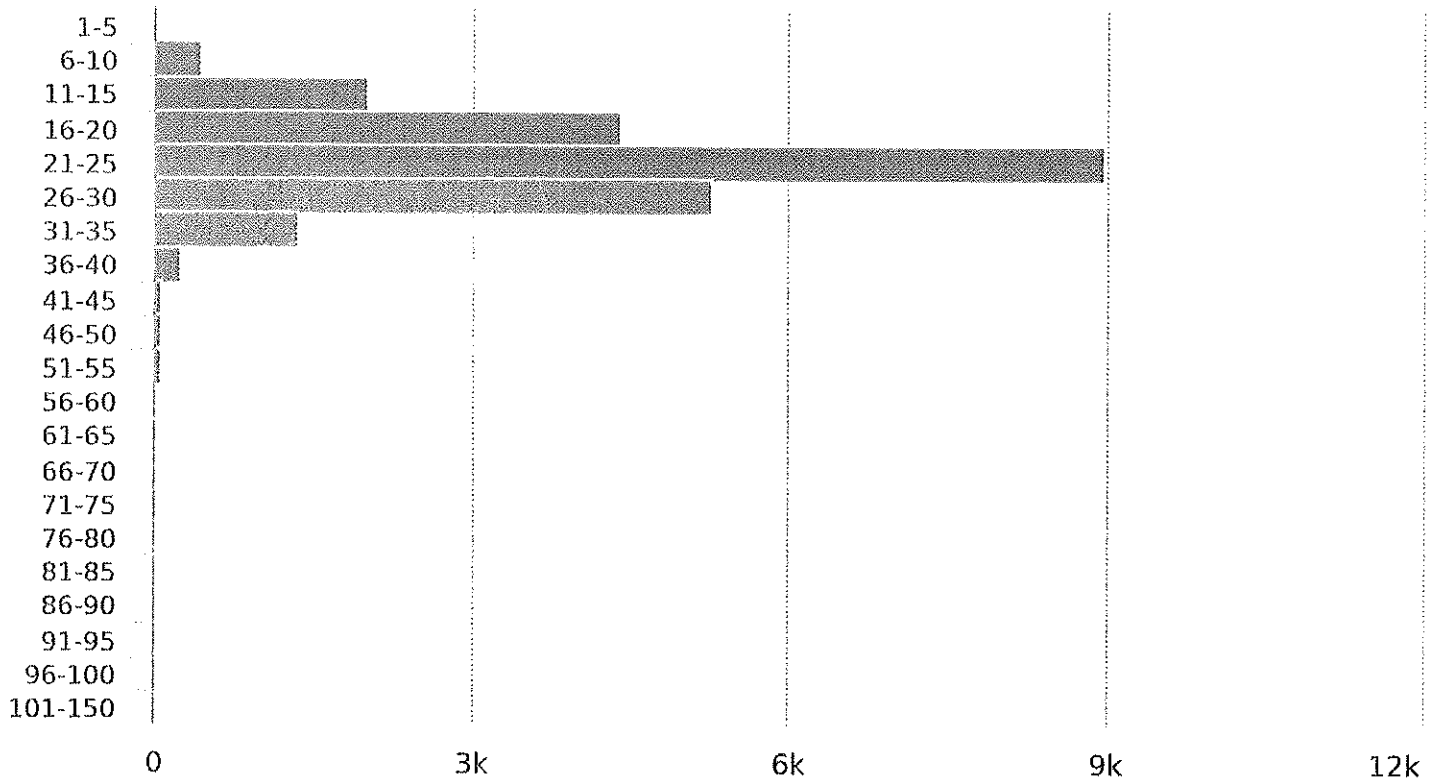
Time	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	101 to 150	Avg Speed	Total
0:00	0	5	13	23	31	26	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	21.8	103
1:00	0	1	10	13	14	8	2	1	1	0	2	0	0	0	0	0	0	0	0	0	0	22.6	52
2:00	0	2	2	4	9	8	7	0	4	2	0	0	0	0	0	0	0	0	0	0	0	27.3	38
3:00	0	0	3	4	5	12	10	1	1	0	0	0	0	0	0	0	0	0	0	0	0	26.8	36
4:00	0	0	5	9	23	44	27	4	1	0	0	0	0	0	0	0	0	0	0	0	0	27.3	113
5:00	0	3	17	32	59	50	15	3	0	0	0	0	0	0	0	0	0	0	0	0	0	23.4	179
6:00	0	14	54	95	267	193	41	6	0	0	0	0	0	0	0	0	0	0	0	0	0	23.4	670
7:00	0	12	77	116	347	226	70	17	1	4	3	0	0	0	0	0	0	0	0	0	0	23.8	873
8:00	0	27	117	217	519	243	59	5	2	0	0	0	0	0	0	0	0	0	0	0	0	22.4	1189
9:00	0	38	99	274	615	344	75	10	1	1	0	0	0	0	0	0	0	0	0	0	0	22.8	1457
10:00	0	32	148	349	664	366	67	14	4	1	0	0	0	0	0	0	0	0	0	0	0	22.5	1645
11:00	0	36	138	291	655	387	100	8	2	0	0	0	0	0	0	0	0	0	0	0	0	22.8	1617
12:00	0	27	134	303	636	411	90	15	3	0	0	0	0	0	0	0	0	0	0	0	0	23.0	1619
13:00	0	31	139	299	620	348	93	10	4	0	0	0	0	0	0	0	0	0	0	0	0	22.7	1544
14:00	0	36	138	320	674	367	96	23	6	0	0	0	0	0	0	0	0	0	0	0	0	22.9	1660
15:00	0	30	139	282	693	399	92	12	1	2	0	0	0	0	0	0	0	0	0	0	0	23.0	1650
16:00	0	26	146	325	716	418	99	20	5	1	0	0	0	0	0	0	0	0	0	0	0	23.0	1756
17:00	0	23	182	371	714	445	137	23	6	1	0	0	0	0	0	0	0	0	0	0	0	23.1	1902
18:00	0	28	146	266	549	340	101	25	12	0	1	0	0	0	0	0	0	0	0	0	0	23.1	1468
19:00	0	26	107	318	534	286	64	14	4	3	0	0	0	0	0	0	0	0	0	0	0	22.6	1356
20:00	0	21	85	242	316	150	38	12	1	0	0	0	0	0	0	0	0	0	0	0	0	21.9	865
21:00	0	7	44	129	176	96	35	11	3	1	2	0	0	0	0	0	0	0	0	0	0	22.9	504
22:00	0	12	51	82	103	68	22	9	4	0	1	0	0	0	0	0	0	0	0	0	0	22.3	352
23:00	0	2	19	27	60	37	10	2	0	0	0	0	0	0	0	0	0	0	0	0	0	22.9	157
Total	0	439	2013	4391	8999	5272	1354	248	66	16	9	0	0	0	0	0	0	0	0	0	0	22.9	22805



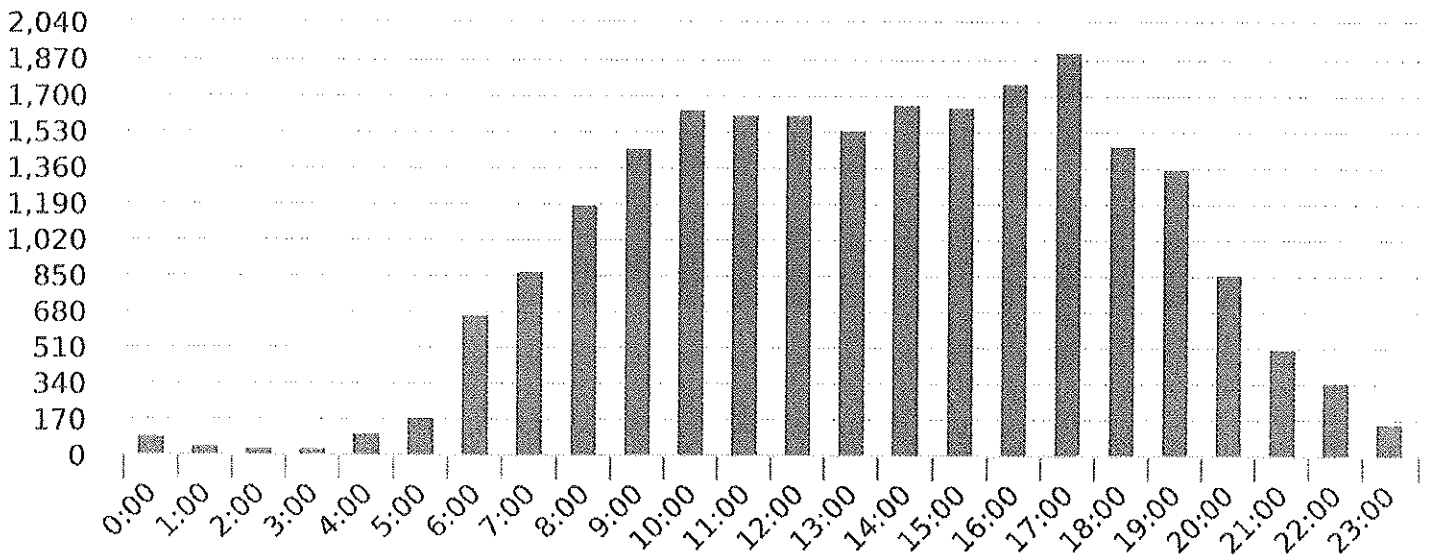
Start: 2025-07-15
End: 2025-08-15
Times: 0:00:00-23:59:59

Speed Bins: Size 5, Range 1 to 150
Time View: By Hour (Total Volumes)

Total Volume by Speed Distribution



Volume over Time



HUMAN SERVICES COMMITTEE REPORT

August 2025 (Committee TJ Fini & Alex Pozza) — submitted by Alex Pozza

Since last meeting:

Gloucester County Parks & Rec hosted their annual movie night in Wenonah on Monday Aug 25.

UPCOMING MAYOR'S WELLNESS EVENTS:

THURSDAYS **Silver Linings Senior Meet-Up** (1-3pm, Presbyterian Church 202 E Mantua Ave)

Acoustic Sessions (August 27, 1st and 3rd Wednesdays of September, 7-9pm, Presbyterian Church 202 E Mantua)

UPCOMING WENONAH LIBRARY PROGRAMMING:

Wed 9/3 **Councilperson Pozza Office Hours** noon-1

Thu 9/4 **Councilperson Pozza Office Hours** 7-9pm

Monday 9/15 **Tarot Reading Circle** 6:30-7:45pm

THURSDAYS **Free Tech Help** 7-8pm

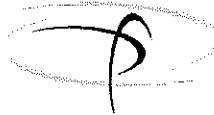
OTHER UPCOMING NOTEWORTHY COMMUNITY EVENTS:

Friday 8/30 **Friday Night Live Music** (Wenonah Lake, 5-7:30pm)

9/12 **HISTORICAL SOCIETY MEET & GREET** (Train Station, 6pm)

9/13 **ONE NIGHT OF SONG & DANCE** (Wenonah Lake, 5pm-11pm)

THURSDAYS IN SEPTEMBER **FARMER'S MARKET** (*Woman's Club*, 4-7pm) Wenonah Park



THE PETTIT GROUP, LLC

Engineering • Architecture • Planning

VIA E-MAIL ONLY

August 26, 2025

Mayor and Council
Borough of Wenonah
1 South West Avenue
Wenonah, NJ 08090

**RE: Monthly Engineering Report
Borough of Wenonah
Public Meeting: Thursday August 28, 2025
Project Number WNOE012U**

The following report summarizes the status of the various projects authorized by the Mayor and Borough Council:

I. CONSTRUCTION PROJECTS:

2024 INFRASTRUCTURE IMPROVEMENT PROJECT:

1. Our office is assembling the NJDOT Closeout/Final Reimbursement documents and, upon NJDOT 's confirmation of the construction costs eligible for reimbursement, our office will submit the reimbursement request.
 - A. Due to the fact that the Construction costs were less than the Grant amount, we will be seeking reimbursement for the Construction Inspection services performed by our office.

2025 INFRASTRUCTURE IMPROVEMENT PROJECT:

1. The reconstruction of the Clinton Avenue roadway is substantially complete. Accordingly, our office has submitted a recommendation to Council for the approval of the first contract payment.
2. Construction in Maple Street is expected to begin in mid-September and be completed by mid-October. To facilitate construction, Maple Street will be closed from Marion Avenue to Woodbury-Glassboro Road for the duration of construction.
 - A. The Contractor shall be required to install and maintain Detour Signage in accordance with the Detour Traffic Control Plan provided in the Contract Documents.
3. It is recognized that the closure of Maple Street will have multiple impacts to both traffic and access and therefore, public awareness is of utmost importance. Accordingly, the following measures shall be undertaken to aid in alleviating the impacts of the road closure.
 - A. Advance Notice-Message Board: Our office has coordinated the installation of electronic message boards with both the Mantua Police Department and the Township of Deptford to provide the public with advance notification of the impending closure of Maple Street. The posting of the Message Boards will be coordinated upon determination of the construction start date.

- B. Access and Notice for Local Residents and Emergency Vehicles: The Contractor shall be required to maintain access to local residents and emergency vehicles throughout the duration of construction. Advance Notice will also be provided when it becomes necessary to close the roadway to all traffic to allow for paving operations.
- 1) The Contractor shall also be providing individual notices to residents about construction activities that will impact direct access to their properties, such as reconstruction of driveway aprons.
 - 2) Residents in both Princeton Avenue and in Stockton Avenue, between Maple Street and the Wenonah Swim Club, shall also be notified in the same manner as the residents in Maple Street.
- C. Access to Wenonah Swim Club: Due to the anticipated mid-September start date, there will be no impact to the Wenonah Swim Club.
- D. Website Postings: Our office shall prepare Website Postings to notify the public of the start of construction and to provide periodic updates as construction proceeds.
- E. Notice to Deptford Township: Our office shall email all Website Postings to Deptford Township.
- 1) A copy of the Detour Plan has been provided to Deptford Township
- F. Google Maps and Waze: Our office shall investigate the possibility of posting information regarding the roadway closure on these roadway navigation applications.
4. Our office has reviewed and approved of the Contractor's material submittals.
 5. A Change Order for the replacement of two (2) water service connections at the intersection of Maple Street and Clinton Avenue will be addressed upon the onset of Maple Street construction.

II. GENERAL MUNICIPAL ENGINEERING:

2026 INFRASTRUCTURE IMPROVEMENT PROJECT:

1. The field survey of North Marion Avenue, from Mantua Avenue to Elm Street, is complete.
2. Upon request, our office shall provide Council with a fee proposal for the preliminary engineering work required to identify the full scope of the Project. The preliminary engineering work shall include utility investigations, preliminary designs, and preparation of related cost estimates.
3. It should be noted that the deadline for awarding a construction contract is November 13, 2026.
4. See 2026 NJDOT MUNICIPAL AID PROGRAM for information regarding a scope change to the 2025 Municipal Aid Grant for North Marion Avenue, from Mantua Avenue to Elm Street

2026 NJDOT MUNICIPAL AID PROGRAM:

1. Upon notification of 2026 NJDOT Municipal Grant approval for N Marion Avenue, from Poplar Street to Elm Street, our office shall perform a scope modification to the 2025 NJDOT Municipal Aid Grant for North Marion Avenue, from Mantua Avenue to Elm Street, to remove said block of from the scope of the 2025 Grant.



2. Notice of NJDOT Municipal Aid Grant Awards is typically received in November.

FUTURE LOCALLY FUNDED ROADWAY IMPROVEMENTS

1. The following roadways comprise the current list of local roadways in need of improvements based upon their current conditions (in no specific order):
 - A. N. Princeton Avenue, from East Poplar Street to East Elm Street
 - B. N. Stockton Avenue, from East Poplar Street to East Elm Street
 - C. East Poplar Street, from Princeton Avenue to Synnott Avenue
 - D. S. Princeton Avenue, from Mantua Ave to East Cherry Street
 - E. S. Princeton Avenue, from East Willow St. to East Pine St.
 - 1) May require Water system upgrades and minor sewer system improvements
 - F. East Pine Street, from Clinton Avenue to Marion Avenue
 - G. West Willow Street, from Jefferson Avenue to Dead End
 - H. West Cedar Street, from Southwest Avenue to Dead End west of Jefferson Avenue
 - I. East Cherry Street, from Marion Avenue to Princeton Avenue
 - J. East Elm Street, from Clinton Avenue to Synnott Avenue
 - 1) Will most likely require replacement of existing storm sewer, from Stockton Avenue to Synnott Avenue

It should be noted that design plans and cost estimates for roadways A, B, & C, above, have been completed and can be appended to a future Infrastructure Improvements Project.

2. To assist in identifying candidates for future roadway improvements, our office will prepare a Roadway Paving Priority Map which will document existing roadway conditions and prioritize those roadways in need of rehabilitation.
 - A. Utility investigations shall also be completed to assist in the evaluation, prioritization, and development of the scope of work for each roadway.

JOHN AND KATHY HOWARD PARK AT WENONAH LAKE:

1. An investigation into the extent of existing drainage system located upstream from the Park Property remains to be completed.
2. Our office remains available to assist in the development of a Master Plan for the Park property.

COMEYS LAKE:

1. The following remediation work at the Comey's Lake Dam remains to be completed and shall be addressed by the Public Works Department as staffing and time permits.
 - A. The backfilling and stabilization of the eroded slope of the earthen dam.
 - B. The video inspection of the clogged inflow pipe



- C. The potential for the abandonment of the existing lake levelling device and construction of new lake overflow bypass system to assist in preventing any future bank erosion resulting from flooding events.
2. In researching NJDEP Grant and Loan Programs, we identified a Loan Program for Dam Restoration. Unfortunately, the Program is not funded at this time. We will continue to monitor the status of this program.

CEDAR FIELD:

See CONRAIL for further information regarding an ongoing erosion problem along the westerly fence line.

See 2025 LOCAL RECREATION IMPROVEMENT GRANT (LRIG) for further information regarding the Grant funded improvements.

LIGHT RAIL

1. No Change Since Last Report.

CONRAIL

1. It is our understanding that CONRAIL has reached out to the Borough to schedule an inspection of the blockage in the drainage ditch located adjacent to the Railroad Tracks that appears to be the cause of an ongoing erosion problem along the east side of Cedar Field.
 - A. Our office will review the topographic survey of the area in question with CONRAIL to aid in assessing and addressing the erosion problem.

SANITARY SEWER SYSTEM

1. No Change Since Last Report.

LENAPE TRAIL PUMP STATION FORCE MAIN REPLACEMENT

1. Our office has contacted Verizon to obtain information about the size and location of the Verizon Duct Bank located in the north side of Mantua Avenue. Unfortunately, it would appear as of the location of the existing Duct Bank will conflict with the current plan for the re-routing of the Lenape Trail Force Main.
 - A. We will review the information with Public Works Department and cooperatively work on an alternate solution for the -routing of the Lenape Trail Force Main. *To be resolved during the design phase.*
2. Borough records are still being researched for technical data related to the Mantua Avenue Pump Station. Said data being critical for ensuring that the pump station has the capability of accepting flows from the re-routed Lenape Trail Force Main.
 - A. Upon review of the information obtained and a subsequent in-depth analysis of the required Scope of Work, our office shall submit a proposal for Engineering Services for Design, Permitting, Bidding, and Construction Related Services.



GLOUCESTER COUNTY UTILITIES AUTHORITY (GCUA)

1. No Change Since Last Report.

BOROUGH WATER DISTRIBUTION SYSTEM

1. As part of the 2025 Infrastructure Project, Water Services located within the limits of roadway paving in Maple Street will be investigated and replaced if found necessary.
2. A Change Order for the replacement of two (2) water service connections at the intersection of Maple Street and Clinton Avenue was discussed with the Contractor at the Pre-Construction Meeting for the 2025 Infrastructure Project.
3. Our office forwarded a Legal Notice of a proposed Settlement/Judicial Order between 3M Company and NJDEP pursuant to the contamination of New Jersey Drinking Water with PFA's.

BOROUGH WATER TOWER AND WELLS

1. Our office defers detailed status reports on the Borough Well & Water Tower to CP Engineers, Architecture, and Environmental Services (CP) and we are available to assist in any manner, as requested by the Borough.

DELAWARE RIVER BASIN COMMISSION (DRBC) WATER SYSTEM AUDIT

1. No Change Since Last Report.

NJDEP WATER ALLOCATION

1. Based upon the Borough's total water usage to date, the Annual 2025 Water Usage projects to be safely below the annual allocation limit of 72.07 million gallons per year.

BOROUGH WATER SYSTEM RECORD KEEPING

1. Our office will work with the Public Works Department on updating the GIS based Water System Maps to reflect recent water system upgrades.

STORM SEWER SYSTEM

1. We are in receipt of the results of an as-built survey of the existing storm sewer system in Synnott Avenue. Based upon review, it may not be feasible to bypass the existing surface Drainage Channel that traverses through a number of private properties located on Synnott Avenue, between Buttonwood Street and Elm Street.
 - A. We will review the survey in more detail with the Public Works Department in an attempt to find a feasible method for performing the bypass.
2. It is suspected that portions of the existing storm sewer pipes at the following locations may need to be replaced. Therefore, we will coordinate a video inspection of the existing pipes with the Public Works Department to confirm their condition:
 - A. Storm pipe in E. Pine Street from S. Clinton Avenue to S Marion Avenue.
 - B. Storm pipe in Maple Street, at Northeast Avenue.



C. Storm Pipe in Elm Street, from Stockton Avenue to Synnott Avenue

NJPDES STORMWATER DISCHARGE PERMIT (MS4)

1. NJDEP has reviewed the Borough's MS4 Map and have requested that the CAD Drawing be supplemented with additional detailed information about the existing storm sewer structures. Our office is updating the MS4 Map accordingly.
 - A. It is our understanding that, upon DEP's approval of the MS4 Map, the Borough will be eligible to receive the remaining \$10,000, of the \$25,000 municipal stormwater program grant. Our office will coordinate the Grant Reimbursement with NJDEP.
2. Our office continues with the preparation of the Watershed Inventory Report (WIR). The Report must be completed and submitted to NJDEP by December 31, 2025.
3. The NJDEP has notified our office that the Borough Municipal Stormwater Management Plan (MSWMP) must be updated to reflect the recently Amended Stormwater Control Ordinance (SCO) and the proposed Resilient Environments and Landscapes (REAL) rule which is anticipated to take effect in September 2025.
 - A. Our office will perform the required updates to the MSWMP as mandated by NJDEP.

SOUTH JERSEY GAS:

1. No Change Since Last Report.

PIPELINE SAFETY REGULATIONS

1. Our office forwarded a request from various pipeline operators for information regarding the locations of places of congregation along pipeline routes, aka "Identified Sites" to the Borough's Emergency Management Coordinator.

SOUTHWEST AVENUE DRAINAGE PROBLEM

1. No Change Since Last Report.

CONSERVATION AREA EROSION PROBLEMS

1. The following Conservation Area erosion problems shall be addressed as staffing and time permits:
 - A. West Cherry drainage ditch/bridge bulkhead.
 - B. Eroded side slope of Comey's Lake Earthen Dam.
 - C. #3 Shawnee Drive Drainage Easement
 - D. Eldridge Trail entrance

Our office will continue to work with the Public Works Department and Environmental Commission on addressing these erosive areas within the Borough's Conservation Lands.

2. It should be noted that the 2023 Stormwater Permit Renewal includes a requirement to repair Stream Scouring and Erosion within one (1) year of its identification. Therefore, the Borough should be prepared to address these erosion problems.



- A. Our office has identified a potential NJDEP Grant Opportunity (Water Quality Restoration Grant), that could potentially provide financial assistance for the remediation of the above-mentioned erosion problems.

See NJDEP GRANTS & LOANS NEEDS SURVEY for further information

TRAFFIC CALMING & SAFETY MEASURES

1. No Change Since Last Report.

NJ TRANSIT BUS STOPS IN MANTUA AVENUE

1. To assist with the no parking enforcement, we recommend that the existing parking stall striping that lies within the No Parking Zone(s) at the following Bus Stops either be removed or painted over with black paint:
 - A. Northeast Corner of Monroe Avenue and Mantua Avenue (two (2) parking stalls)
 - B. Southwest corner of Clinton Avenue and Mantua Avenue (one (1) parking stall)
 - C. Northwest corner of Clinton Avenue and Mantua Avenue (two (2) parking stalls)

We will attempt to complete this work as a Change Order to the 2025 Infrastructure Project.

ORDINANCE MODIFICATIONS

1. No Change Since Last Report.

AFFORDABLE HOUSING REGULATIONS

1. No Change Since Last Report.

STATE DEVELOPMENT AND REDEVELOPMENT PLAN UPDATE

1. No Change Since Last Report.

2025 LOCAL RECREATION IMPROVEMENT GRANT (LRIG)

1. The Low Bidder for the re-surfacing of the Cedar Field basketball court is Brothers EOSSO Paving, LLC, in the amount of \$27,395.00.
2. The Contractor has provided an estimated construction start date of September 27th.

NJDEP GRANTS & LOANS NEEDS SURVEY – GRANT FOLLOW UP

1. NJDEP has implemented a program for funding Watershed Restoration Activities through Water Quality Restoration Grants. Upon review, it would appear as if the Grant Funds can be used to address the ongoing erosion problems located downstream from a number of the Borough's stormwater discharges.
 - A. The Grant Program is currently closed at this time and therefore, we will monitor its status and provide periodic updates the Borough.



III. PRIVATE DEVELOPMENT PROJECTS AND INSPECTIONS:

AT&T CELLULAR ANTENNAE INSTALLATION

1. Our office awaits additional information from AT&T in order to make a determination as to whether the proposed improvements fall within the scope of the modifications that are permitted by the recently updated Federal and State Statutes.
 - A. Our office did note that the proposed Generator compound did not comply with the screening requirements of the original AT&T ground-based compound and have requested that AT&T address this requirement.
2. It was also noted that the proposed 10' x 6' fenced-in Generator Compound lies outside of AT&T's current Lease Area with the Borough. In consultation with the Borough Solicitor, it was determined that a new and/or amended Lease Agreement will be necessary.
 - A. Our office has requested a metes and bounds description of the "proposed" Lease Area and directed AT&T to forward a Draft Lease Agreement to the Borough Clerk.

T-MOBILE CELLULAR ANTENNAE INSTALLATION

1. No Change Since Last Report.

VERIZON CELLULAR ANTENNAE INSTALLATION

1. No Change Since Last Report.

IV. PLANNING BOARD ACTIVITY:

1. A Conditional Use Variance application for a recently constructed second dwelling unit at 407 N. Princeton Avenue was approved by the Planning/Zoning Board at the August 25th Meeting.

If there are any questions regarding the content of this report, please contact me at the office (856) 464-9600 or on my cell at (267) 972-6317.

Sincerely,
THE PETTIT GROUP, LLC



David Kreck, PE, CME
Associate

Cc: Karen Sweeney, Borough Clerk (via e-mail)
Matthew P. Lyons, Esq., Borough Solicitor (via e-mail)
Laurie Christinzio, Planning Board Secretary (via e-mail)
Huda Ijaz, Finance Office (via e-mail)
Carol Newman, Office Clerk (via e-mail)

