



**AGENDA  
NEWTON TOWN COUNCIL  
REGULAR HYBRID MEETING  
OCTOBER 15, 2025  
7:00pm**

Please click this URL to join:

<https://us02web.zoom.us/j/83897818208?pwd=b1I2VDYyL0VleVRlemRVVnRrT3ZBZz09>

Webinar ID: 838 9781 8208 Passcode: 594036

Or join by phone: Dial: US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. OPEN PUBLIC MEETINGS ACT STATEMENT**

**IV. PRESENTATION**

- a. Brandon Posey – Oath of Office

**V. DISCUSSION**

- a. Cory Stoner, Municipal Engineer – Harold Pellow & Associates
  - i. 4-Way Stops
  - ii. Linwood Annex
  - iii. West End Avenue Speed Limit

**VI. APPROVAL OF MINUTES**

- a. September 10, 2025 – Regular Meeting
- b. September 10, 2025 – Executive Session
- c. September 22, 2025 – Regular Meeting

**VII. OPEN TO THE PUBLIC (3 minutes each)**

At this point in the meeting, the Town Council welcomes comments from any member of the public on any topic. To help facilitate an orderly meeting and to permit the opportunity for anyone who wishes to be heard, speakers are asked to take one turn at the microphone and please limit their comments to 3 minutes. The Clerk will keep time. If reading from a prepared statement, please provide a copy and email a copy to the Clerk's Office after making your comments so it may be properly reflected in the minutes. Council may choose to comment after the entire public portion has concluded. **Please identify yourself and spell your last name for the record.**

**VIII. COUNCIL & MANAGER REPORTS**

- a. Town Manager Russo – Proclamation – Eagle Scout – Tyler J. Casper  
Proclamation – Breast Cancer Awareness  
Proclamation – Domestic Violence Prevention  
Proclamation – Dyslexia Awareness
- b. Councilmember Couce
- c. Councilmember Diglio
- d. Councilmember Teets
- e. Deputy Mayor Dickson
- f. Mayor Le Frois

**IX. UNFINISHED BUSINESS**

**X. ORDINANCES**

- a. 2<sup>nd</sup> Reading and Public Hearing:  
Ordinance 2025-19 An Ordinance to Amend, Revise, and Supplement Chapter 320, Entitled "Zoning: Form-Based Code", Most Notably Section 320-3, Entitled "Definitions" and Section 320-25, Entitled "Sign Standards"
  - i. Open Hearing to Public
  - ii. Close Hearing to Public
  - iii. Act on Ordinance
- Ordinance 2025-20 An Ordinance to Amend, Revise, and Supplement Chapter 100 of the Town Code of the Town of Newton, Entitled "Fees and Costs", Most Notably, Section 100-21a, Entitled "Property Maintenance Code (Chapter 213, Article II)"
  - i. Open Hearing to Public
  - ii. Close Hearing to Public
  - iii. Act on Ordinance

**XI. CONSENT AGENDA**

All items listed with an asterisk (\*) are considered to be routine and non-controversial by the Town Council and will be approved by one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

- a. Resolution #224-2025\* Approval of the Execution of a Shared Services Agreement with Fredon Township to Provide Animal Control Services for Calendar Year 2026
- b. Resolution #225-2025\* Insertion of Special Items of Revenue in the 2025 Town of Newton Budget Pursuant to N.J.S.A. 40A:4-87 (C. 159, PL 1948)
- c. Resolution #226-2025\* Resolution Authorizing Disposal of Surplus Property
- d. Resolution #227-2025\* Authorize Refund of Taxes; Block 21.02, Lot 9, for a 100% Disabled Veteran Exemption
- e. Resolution #228-2025\* Approve Bills and Vouchers

**XII. OPEN TO THE PUBLIC (3 minutes each)**

**XIII. COUNCIL & MANAGER COMMENTS**

**XIV. EXECUTIVE SESSION**

a. Resolution #229-2025

A Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12

i. Attorney-Client Privilege

**XV. ADJOURNMENT**

Office of the Mayor

Newton, New Jersey

# Proclamation

## Breast Cancer Awareness Month

October 2025

*WHEREAS, breast cancer is a serious health threat to individuals across Sussex County, the State of New Jersey, and our nation; and*

*WHEREAS, breast cancer is one of the most prevalent cancers worldwide and the most frequently diagnosed cancer among women in the United States after skin cancer; and*

*WHEREAS, in 2025, an estimated 316,950 women and 2,800 men will be diagnosed with invasive breast cancer; and*

*WHEREAS, breast cancer is typically detected either during a screening examination, before symptoms have developed, or after symptoms have developed when an individual notices a change in their breasts; and*

*WHEREAS, when detected in its earliest, localized stages, the five-year relative survival rate for breast cancer is an impressive 99%; and*

*WHEREAS, increasing public awareness of this disease, including risk factors and symptoms, will help save the lives of individuals as they learn to recognize warning signs;*

**NOW, THEREFORE, we, the Mayor, and Town Council of the Town of Newton, hereby proclaim October 2025 as National Breast Cancer Awareness Month and urge all residents to recognize the impact of breast cancer in our community.**

*In witness whereof I have hereunto set my  
Hand and caused this seal to be affixed.*

Attest: \_\_\_\_\_

Date: October 15, 2025

Office of the Mayor

Newton, New Jersey

# Proclamation

## Domestic Violence Awareness Month

October 2025

*WHEREAS, domestic violence impacts our families, homes, communities, schools, institutions, and workplaces on a daily basis; and*

*WHEREAS, domestic violence does not discriminate and touches all communities regardless of age, race, disability, gender identity, sexual orientation, culture, religion, or socioeconomic status; and*

*WHEREAS, without intervention, cycles of violence perpetuate through generations; and*

*WHEREAS, domestic violence prevention is the best form of victim services, and just as public health's systematic approaches have helped mitigate a range of threats once thought to be intractable, they can also help to prevent domestic violence; and*

*WHEREAS, research shows creating communities where people are connected, supportive, and care for one another can reduce incidents of domestic violence;*

*NOW THEREFORE, WE, the Mayor, and Town Council of the Town of Newton, hereby proclaim **October 2025** as*

### **DOMESTIC VIOLENCE AWARENESS MONTH**

*and urge all residents to recognize the impact of domestic violence in our community.*

*In witness whereof I have hereunto set my  
Hand and caused this seal to be affixed.*

Attest: \_\_\_\_\_

Date: October 15, 2025

Office of the Mayor

Newton, New Jersey

# Proclamation

## Dyslexia Awareness Month

October 2025

*WHEREAS, dyslexia is a language-based learning ability that causes difficulties with reading, writing, spelling, and word pronunciation; and*

*WHEREAS, the onset and severity of dyslexia varies for each individual; and*

*WHEREAS, because it takes individuals with dyslexia longer to process phonemic information, the disability directly affects academic growth, achievement, and self-esteem; and*

*WHEREAS, it is important to provide effective teaching approaches and related clinical educational intervention strategies for individuals with dyslexia; and*

*WHEREAS, Dyslexia Awareness Month is an opportunity to acknowledge educators specializing in effective teaching strategies, and to celebrate the many achievements of adolescents, students, and adults with dyslexia;*

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Newton does hereby proclaim the month of **October 2025** to be **DYSLEXIA AWARENESS MONTH** in the Town of Newton.

*In witness whereof I have hereunto set my  
Hand and caused this seal to be affixed.*

Attest: \_\_\_\_\_

Date: October 15, 2025

Office of the Mayor

Newton, New Jersey

# Proclamation

Tyler J. Casper

*Eagle Scout*

**WHEREAS**, Tyler J. Casper has been an active scout in the Newton community for over 10 years starting at the age of 7 with Cub Scout Pack 85 of Newton; and

**WHEREAS**, Tyler worked diligently through the ranks learning knot-tying, camping, fire building, first aid, and weather preparedness. He has earned 31 merit badges including First Aid, Search and Rescue, Lifesaving, Swimming, Camping, Cooking, Citizenship in Society, and many more; and

**WHEREAS**, Tyler has earned the National Outdoor Award for Camping and Aquatics, the Mile Swim Award, and the Pope Pius XII Religious Award. He has completed 60 nights of camping and attended several scouting summer camps. He has also held leadership positions in the Boy Scout troop such as Historian, Scribe, Patrol Leader, and Quartermaster. He is a member of Woapalanne Lodge 43, completed National Youth Leadership Training, and is now a member of staff for the NYLT program; and

**WHEREAS**, for his Eagle Project, Tyler designed and built an animal lean-to-shelter. This was done at Tamerlaine Animal Sanctuary & Preserve in Montague, NJ and is a welcome addition to their facility; and

**WHEREAS**, We, the Town Council of the Town of Newton, recognize the many hours Tyler devoted to attaining the status of Eagle Scout, working with diligence, and making sacrifices in order to achieve this highly coveted position;

**NOW, THEREFORE BE IT PROCLAIMED**, that We, the Mayor and Town Council of the Town of Newton, do hereby recognize and extend our sincere congratulations to Tyler J. Casper for having achieved the status of Eagle Scout, an honor for both him and for those who have guided him, with best wishes for a bright and successful future.

*In witness whereof I have hereunto set my  
Hand and caused this seal to be affixed.*

Attest: \_\_\_\_\_

Date: October 15, 2025



*Council*

## *Interoffice Memorandum*

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**TO:** Thomas S. Russo, Jr., Town Manager, MPA, CPM, PLC

**FROM:** Helen Humbert, Planning Board Secretary

**DATE:** September 25, 2025

**SUBJECT:** Ordinance 2025-19

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At the Newton Town Council meeting held on Wednesday, September 10, 2025, the Governing Body introduced Ordinance 2025-19. This Ordinance, if adopted, amends Section 320-3 and Section 320-25 regarding three-dimensional signage in the Town of Newton. The public hearing for this Ordinance is scheduled for Wednesday, October 15, 2025.

N.J.S.A. 40:55D-64, set forth that prior to the public hearing on adoption of a zoning Ordinance or any amendments thereto, the Governing Body shall refer any such proposed Ordinance or amendment thereto to the Planning Board for review.

At the Newton Planning Board meeting held on Wednesday, September 17, 2025, Ordinance 2025-19 was reviewed for Master Plan consistency. The Planning Board deemed the Three-Dimensional Signage Ordinance (Ord. 2025-19) not inconsistent with the Master Plan.

**TOWN OF NEWTON**

**ORDINANCE 2025-19**

**AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT CHAPTER 320, ENTITLED "ZONING: FORM-BASED CODE", MOST NOTABLY SECTION 320-3, ENTITLED "DEFINITIONS" AND SECTION 320-25, ENTITLED "SIGN STANDARDS"**

**WHEREAS**, the Town of Newton would like to permit, under very limited circumstances, the existence of three-dimensional (3D) or object signs under the provisions of Chapter 320 of the Town Code of the Town of Newton;

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Mayor and Town Council wish to amend, revise, and supplement Chapter 320 of the Town Code of the Town of Newton, entitled: "Zoning: Form-Based Code", most notably Section 320-3, entitled "Definitions" and Section 320-25, entitled "Sign Standards" as follows:

- (1) Section 320-3, Definitions by creating a new definition of "Three-Dimensional or Object Sign" as follows:

**THREE-DIMENSIONAL OR OBJECT SIGN**

A permanent sign in the form of an object or objects that indicates the name of an establishment and/or the products and/or services provided. For example, an oversized pair of scissors would indicate a barber or hairdressing salon, and a bicycle wheel would indicate cycle repair and/or sales. Three-dimensional signs may be projecting, wall-mounted, or freestanding/ground-mounted.

- (2) Section 320-25, Sign Standards needs to be amended, revised and supplemented as follows:

A. Amend, revise and supplement Section 320-25(A)(4) as follows:

- (4) "No advertising shall be erected or located on, within or over any public right-of-way; excepting district identification signs for a business district, historic district, municipal or traffic signs, or parking directional signs over access roads to parking, and except temporary signs and three-dimensional signs as permitted by this section."

B. Create a new Section 320-25(A)(12), which shall read as follows:

(12) "Three-dimensional signs:

- a. Three-dimensional wall-mounted or projecting signs may project over a public right-of-way or public sidewalk not more than forty-

***[Brackets] mean Deletions; Underlines mean Additions***

eight (48) inches from the building. There must be a clearance of at least eight (8) feet from the surface of the right-of-way or sidewalk or other space used by the public. Three-dimensional signs may not project over areas of the right-of-way where vehicles travel.

b. Freestanding or ground-mounted three-dimensional signs must be placed at least five (5) feet from any property line."

C. Add the following language to Section 320-25(B)(1) as follows:

<u>"Sign Type</u>	<u>Number of Signs, if Permitted</u>	<u>Zones Permitted</u>
<u>Three-dimensional (3D) signs (Wall-mounted or projecting)</u>	<u>1 per building per street frontage</u>	<u>T-6</u>
<u>Three-dimensional (3D) signs (Freestanding/ground-mounted, wall-mounted or projecting)</u>	<u>1 per business per street frontage</u>	<u>T-4, T-5, SD 1-9"</u>

D. Add the following language to Section 320-25(B)(2) as follows:

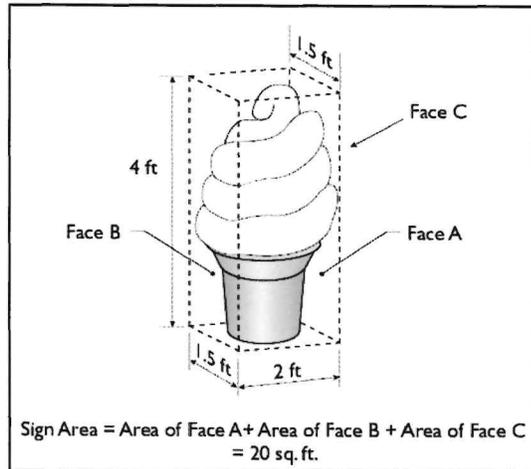
<u>"Sign Type</u>	<u>Maximum Size Per Sign</u>
<u>Three-dimensional (3D) signs (Wall-mounted or projecting)</u>	<u>Thirty-six (36) square feet, measured pursuant to Section 320-25(C)(5) below. A single face shall not be more than twelve (12) square feet with a maximum height of four (4) feet and a maximum width of three (3) feet.</u>
<u>Three-dimensional (3D) signs (Freestanding/ground-mounted)</u>	<u>Seventy-two (72) square feet, measured pursuant to Section 320-25 (C)(5) below. A single face shall not be more than twenty-four (24) square feet with a maximum height of six (6) feet and a maximum width of four (4) feet."</u>

E. Create a new Section 320-25(C)(5), under "Sign Area Measurement", which shall read as follows:

***[Brackets] mean Deletions; Underlines mean Additions***

“(5) For three-dimensional signs: Signs that consist of one or more three-dimensional objects shall have a sign area that is the sum of the areas of three (3) vertical faces of the smallest cube or rectangular volume that will encompass the sign. The sign area measurement does not include framing, trim, molding, or supporting/hanging structure used to secure the sign to the building. For free standing/ground mounted three-dimensional signs, pedestals or bases which are less than two (2) feet in height are not included in measurements.”

Figure measuring the Area of Three-Dimensional Signs.



- F. Amend, revise and supplement Section 320-25 (D)(2), under “Sign Lighting” as follows:

“(2) Internally illuminated signs that are larger than eight (8) square feet, including all internally illuminated 3D signs, may be permitted following Planning Board approval via a minor site plan application, if not included in a major site plan application. The Planning Board must find that the sign is in keeping with the surrounding area and the architectural features of a building, is not in conflict with the goals of the master plan for that zone and is not a nuisance to adjacent properties.

**NOW, THEREFORE BE IT FURTHER ORDAINED,** that:

(1) All ordinances or parts of ordinance which are inconsistent with the terms of this Ordinance be and the same are hereby repealed to the extent of their inconsistencies.

(2) This Ordinance shall take effect immediately upon due passage and publication in accordance with law.

**NOTICE**

**TAKE NOTICE** the above Ordinance was introduced at a regular meeting of the Town Council of the Town of Newton conducted on Wednesday, September 10, 2025. It was adopted, after final reading and public hearing thereon, at a meeting of the Newton Town Council conducted at 7:00 pm on Wednesday, October 15, 2025, in the Council Chambers at the Newton Municipal Building, 39 Trinity Street, Newton, New Jersey, and shall take effect in accordance with law.

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Kathryn E. Alcock, RMC  
Deputy Municipal Clerk

TOWN OF NEWTON

ORDINANCE 2025-20

**AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT CHAPTER 100 OF THE TOWN CODE OF THE TOWN OF NEWTON, ENTITLED "FEES AND COSTS", MOST NOTABLY, SECTION 100-21A, ENTITLED "PROPERTY MAINTENANCE CODE (CHAPTER 213, ARTICLE II)"**

**WHEREAS**, the County of Sussex ("County"), through their Fire Marshall, shall now be the Town's enforcing agency as it relates to inspections of one (1) and two (2) family homes as to various matters, including but not limited to certificates of compliance/smoke detectors/carbon monoxide alarms/secondary power sources identifications and other inspections; and

**WHEREAS**, the Shared Services Agreement between the County and the Town requires the Town's fees for such inspections be in compliance with New Jersey Uniform Code Regulations, which requires the Town to amend, revise, and supplement Chapter 100-21 of the Town Code accordingly;

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that Chapter 100-21 of the Town Code, entitled "Fees and Costs", most notably Section 100-21A, entitled "Property Maintenance Code (Chapter 213, Article II), Fee for application for inspection and certificate of compliance" as follows:

- "A. Fee for application for inspection and certificate of compliance:
- (1) Request for certificate of compliance received more than [11] 10 business days prior to change of occupant as to real estate closings and/or change of tenancy for rental properties: [~~\$50.~~] \$45.
  - (2) Request for certificate of compliance received [three] four (4) to ten (10) business days prior to change of occupant as to real estate closings and/or change of tenancy for rental properties: [~~\$75~~] \$90.
  - (3) Request for certificate of compliance received [one to two business days] fewer than four (4) business days prior to the change of occupant as to real estate closings and/or change of tenancy for rental properties: [~~\$175.~~] \$161.
  - (4) [Reinspection fee: [~~\$25.~~]] Every reinspection will incur an additional fee of \$45."

**NOW, THEREFORE BE IT FURTHER ORDAINED**, that:

(1) All ordinances or parts of ordinances which are inconsistent with the terms of this Ordinance be and the same are hereby repealed to the extent of their inconsistencies.

**[Brackets] mean Deletions; Underlines mean Additions**

(2) This Ordinance shall take effect immediately upon due passage and publication in accordance with law.

<b>NAME</b>	<b>AYES</b>	<b>NAYES</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
John-Paul E. Couce, Councilmember				
Matthew S. Dickson, Deputy Mayor				
Sandra Lee Diglio, Councilmember				
Helen R. Le Frois, Mayor				
Michelle J. Teets, Councilmember				

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Kathryn E. Alcock, RMC  
Deputy Municipal Clerk

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## TOWN OF NEWTON

### RESOLUTION #224-2025

October 15, 2025

**“Approval of the Execution of a Shared Services Agreement with Fredon Township to Provide Animal Control Services for Calendar Year 2026”**

**WHEREAS**, the Township of Fredon (“Fredon”) wishes to obtain animal control services from the Town of Newton (“Newton”); and

**WHEREAS**, the Town of Newton (“Newton”) is willing to enter into a Shared Services Agreement with Fredon to provide the requested animal control services to Fredon; and

**WHEREAS**, the parties desire to enter into a Shared Services Agreement, a copy of which is attached, which sets forth the terms and conditions of the shared animal control services for the period commencing January 1, 2026 through and including December 31, 2026; and

**WHEREAS**, these types of shared services are just what the State of New Jersey envisioned when it seeks to encourage same through the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Town Council of the Town of Newton, County of Sussex, State of New Jersey that the Mayor and Municipal Clerk are hereby authorized, on behalf of the Town of Newton, to execute a Shared Services Agreement with the Township of Fredon to provide animal control services to Fredon for the Period of January 1, 2026 through December 31, 2026.

### CERTIFICATION

**THIS IS TO CERTIFY** the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, October 15, 2025.

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Kathryn E. Alcock, RMC  
Deputy Municipal Clerk

# SHARED SERVICES AGREEMENT-ANIMAL CONTROL SERVICES

**BY AND BETWEEN** the Town of Newton, a body politic, with offices located at 39 Trinity Street, Newton, NJ 07860;

**AND** the Township of Fredon, a body politic, with offices located at 443 Route 94, Fredon, NJ 07860.

## WITNESSETH:

The Town of Newton (hereinafter referred to as "NEWTON") and the Township of Fredon (hereinafter referred to as "FREDON") (collectively referred to as the "Parties") have agreed this 24<sup>th</sup> day of September, 2025 that the citizens of their respective communities can be better served, at a reduced expenditure of scarce tax dollars, by arranging for the joint provision of certain governmental animal control services, as permitted by N.J.S.A. 40A:65-1 et seq.

## IT IS THEREFORE AGREED AS FOLLOWS:

### 1. TERM OF AGREEMENT

The term of this Agreement shall commence as of January 1, 2026 and shall continue until December 31, 2026, unless terminated sooner pursuant to Section Eight (8) below. The Parties may agree, in writing, to renew this Agreement at the expiration of its initial term. The terms of the Agreement may be renegotiated for the renewal term in accordance with the law. Notice of intent to renew must be provided no later than thirty (30) calendar days prior to the expiration of the initial term of this Agreement.

In the event this Agreement expires without an Agreement to renew or a new Agreement is not negotiated and agreed upon by the parties, NEWTON shall provide FREDON, if requested, with Animal Control Services for an additional period of ninety (90) calendar days and FREDON shall pay for those services under the terms of this Agreement.

### 2. SCOPE OF SERVICES

#### 2.1 DESIGNATED AS GENERAL AGENT

NEWTON is hereby designated the agent of FREDON to furnish them with Animal Control Services.

#### 2.2 RESPONSIBILITY

At all times, NEWTON shall maintain responsibility for all personnel providing services covered under the Agreement and shall have authority to regulate the overall departmental performance. The oversight and performance of all personnel shall reside with NEWTON. Any animal apprehended during an emergency, in which the owner has not been identified, will be transported to a veterinarian facility of FREDON'S choice and any applicable fees including but not limited to impoundment, trap-neuter-release, veterinarian bills, medical care bills and euthanasia, shall be borne by the municipality in which the animal was apprehended. The Newton Town Manager or his designee shall handle any public complaints involving the performance of the Animal Control Officer (hereinafter referred to as "ACO") and any and all support staff. If either respective municipality is dissatisfied with the performance of the department, a mutual Agreement as to appropriate "action" will be determined. See also Appendix A attached.

All citizen inquiries and complaint resolutions shall be handled through NEWTON unless same are beyond the scope of the services provided herein by NEWTON. In such event, citizen inquiries and complaints will be referred to the appropriate respective municipal department or official in the appropriate municipality.

### **2.3 SUPERVISION AND DIRECTION OF STAFF**

A. The certified Animal Control Officer (“ACO”), furnished by NEWTON, shall be responsible for the day-to-day operation and supervision of activities in the Animal Control Division.

B. Any support staff furnished by NEWTON shall, where necessary, be properly licensed by the State as Animal Control Officers.

C. During a criminal investigation, the ACO will be under the direct supervision of the Newton Town Manager. Once the criminal investigation is completed, the ACO shall resume supervision of the Animal Control Division.

D. NEWTON shall not assign, transfer, convey, subcontract, or delegate any of the duties and responsibilities of the ACO as to FREDON only to any other person, company, or corporation, without the prior written consent of the FREDON Township Committee.

### **2.4 DESIGNATION AS OFFICIALS**

The Animal Control Officer and staff hired by NEWTON shall be designated by participants by Resolution as the Animal Control Staff of their respective municipalities.

## **3. ACTIVITIES**

### **3.1 ANIMAL SHELTER FACILITIES**

All animals picked up by the ACO and staff shall be transported to the appropriate rehabilitation or shelter facility. All animals shall be held at this facility for the periods mandated by New Jersey law, where applicable. At the end of this time, ownership and responsibility for final disposition of these animals shall reside with the shelter. At the shelter's discretion, disposition options shall include adoption, release to rescue groups or, in extreme cases, euthanasia. At all times, the shelter shall be maintained and operated under such standards as are set by State law, where applicable.

### **3.2 SERVICES TO BE PERFORMED**

The ACO or their staff shall provide to FREDON, in as responsive a manner as possible, the following animal control services:

A. Animal control management, including investigation, apprehension and transportation of live wild, domestic (including livestock), feral animals to veterinarian facility and/or shelter; removal and proper disposal of dead domesticated animals; and, protecting the general welfare of residents and animals in FREDON.

B. Responding between 8:30 a.m. and 4:30 p.m., Monday through Friday, to routine and non-routine problems, questions or issues of animal control, reported by the public or FREDON.

C. To respond to animal control emergencies outside of normal work hours, seven (7) days per week, twenty-four (24) hours per day including, but not limited to, direct threats to the health and safety of the public by wild and domesticated animals or livestock and/or time-critical welfare issues (not including responding to animal at-large calls).

D. Investigation and supervision of quarantine cases resulting from animal/human or animal/animal bite occurrences. Appropriate quarantine reports shall be completed by the ACO and delivered to the Sussex County Division of Health upon the completion of the quarantine period. Should the ACO deem it necessary to quarantine said dog or cat off the premises of the owner, said owner shall be solely responsible for such care and maintenance costs as may be prescribed by law.

E. In those cases where the ACO shall deem it necessary to send specimens to Trenton for rabies examination, the ACO shall provide for the preparation and transport of same. Any costs incurred for this procedure shall be the responsibility of FREDON.

F. In those cases where the ACO shall deem it necessary, the ACO shall be responsible for the issuance of summonses for animal related violations of the local ordinances of FREDON and shall be available to testify in court in support of said summons. Court attendance for the ACO is compensated by NEWTON.

G. In those cases where the ACO, or a certified designee of the ACO, shall deem it appropriate, the ACO, or a certified designee of the ACO, shall be responsible for providing euthanasia by a reputable veterinarian and/or shelter. This shall be done in as humane a manner as is possible under current acceptable methodology and shall be done in accordance with all State and Federal laws. FREDON will be responsible for a \$25 disposal fee for any euthanized or deceased domesticated animal that is collected.

H. In those cases where the ACO shall deem it appropriate, the ACO shall be responsible for chemical immobilization of animals by a reputable veterinarian and/or shelter. This shall be done in as humane a manner as is possible under current acceptable methodology and shall be done in accordance with all State and/or Federal laws.

I. There shall be a minimum attendance at one (1) FREDON Governing Body meeting per calendar year and as often as requested by the FREDON Governing Body, but in no event, no more than three (3) FREDON Governing Body meetings per calendar year, which shall be compensated by FREDON. NEWTON shall also provide FREDON with monthly activity reports sent via electronic mail as part of this agreement.

J. The ACO will be available to organize and/or assist FREDON at their annual Rabies Clinics. The ACO's time shall be compensated by NEWTON. Any and all other costs including, but not limited to, vaccines, veterinary support and publicity shall be borne by FREDON.

K. All office supplies, communication devices, equipment, vehicles, and other administrative items required by the ACO in the course of his or her duties shall be provided by NEWTON. All postage fees will be the responsibility of FREDON.

L. The ACO will be responsible to perform FREDON'S Trap/Neuter/Release program at their request. The ACO's time shall be compensated by NEWTON. Any and all other costs including, but not limited to, materials, postage, and publicity shall be borne by FREDON.

M. ACO to provide monthly reports and report/phone call log summary in writing to the Fredon Township Committee either via email to [clerk@fredonnj.gov](mailto:clerk@fredonnj.gov) or send copies via USPS.

N. The ACO shall provide FREDON with copies of all incident reports, which shall be completed on a standardized form, including those involving animals at large, captured animals, animals attacked, dog bites, injured animals, animal cruelty, and public complaints, on a monthly basis.

### **3.3 PLACE OF OPERATION**

The business office for the ACO and staff will be located in the municipal building of the Town of Newton, located at 39 Trinity Street, Newton, NJ 07860.

## **4. ENFORCEMENT ACTIONS**

FREDON shall be solely responsible for its own enforcement actions. The cost of enforcement activities including, but not limited to, legal actions and collection of any fines and/or penalties assessed as a result of a legal action shall be borne solely by FREDON, within which the violation occurred. NEWTON shall only be responsible for ensuring that the ACO and/or other department personnel are available to testify and for providing documentation substantiating any investigation undertaken and the results thereof.

## **5. FUNDING**

### **5.1 COMPENSATION PAYABLE BY FREDON TOWNSHIP**

In consideration of this service, FREDON shall pay to NEWTON Thirteen Thousand Dollars (\$13,000) for the contract term specified herein.

### **5.2 QUARTERLY PAYMENTS BY FREDON TO NEWTON**

A. FREDON shall provide sufficient funds in their budgets to cover contract costs.

B. For the period of January 1, 2026 through December 31, 2026 the payment schedule will be quarterly as follows:

January 1, 2026 - \$3,250.00

April 1, 2026 - \$3,250.00

July 1, 2026 - \$3,250.00

October 1, 2026 - \$3,250.00

Thirty (30) calendar days prior to the payment date, NEWTON will forward an invoice to FREDON requesting payment.

C. Failure by FREDON to pay its quarterly contribution by the twentieth (20<sup>th</sup>) calendar day of the following month gives NEWTON the right to impose a five percent (5%) late penalty for that payment, as well as interest on the payment to accrue at the rate of five percent (5%) per annum.

## **6. GENERAL COOPERATION AND INTENT**

A. It is the intention of the Parties that the Animal Control activities within and on behalf of FREDON shall be performed by the ACO and/or staff of NEWTON according to the same general standards of performance, procedure, and recordkeeping as said office presently furnished for matters within NEWTON. NEWTON agrees that its employees and contractors will cooperate with the Administrator of FREDON to

facilitate performance of the services listed in Section 3.2 above. In general, performance by NEWTON which meets the requirements of Animal Control activities and the general standards for performance of this Agreement.

B. At all times, NEWTON shall maintain responsibility for all personnel providing services covered under this Agreement.

## **7. APPLICABLE LAW**

Each party shall comply with all applicable laws pertaining to the provisions of Animal Control services including, without limitation to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq.

## **8. TERMINATION EVENTS**

This Agreement may be terminated upon the happening of any of the following:

A. Either of the Parties may terminate this Agreement with written advance notification, except that this Agreement may be terminated by FREDON upon ninety (90) calendar days' written notice if NEWTON retains a new ACO that is not acceptable to FREDON, except as set forth in Section 1 above.

B. If, for any reason, Animal Control services should become a financial liability for NEWTON, NEWTON reserves the right, upon ninety (90) calendar days written notice to FREDON, to terminate this Agreement and shall be held harmless by FREDON for taking any such action to terminate.

C. The provisions of Section 1 and Section 12 shall supersede all provisions of this Section, where applicable.

D. FREDON will pay all outstanding invoices for services to NEWTON rendered to FREDON prior to cancellation of this Agreement.

## **9. INDEMNIFICATION**

FREDON shall not be liable for any negligent, reckless, or intentional acts or omissions of NEWTON and NEWTON shall indemnify, defend, and hold FREDON harmless from all losses, injuries, or damage caused by the negligent, reckless, or intentional acts or omissions of NEWTON or any of its respective employees or independent contractors in rendering Animal Control services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third (3<sup>rd</sup>) person against FREDON which relates to such negligent, reckless, or intentional acts or omissions. In the event that the validity of this Agreement is challenged by a resident or employee of FREDON, FREDON will defend the Agreement and FREDON and NEWTON will share the costs of that defense evenly.

## **10. INSURANCE**

During the term of this Agreement, NEWTON will keep in force, at its expense: (i) public liability insurance including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000.00 on account of bodily injuries or death of one person and \$1,000,000.00 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; (ii) property damage insurance for loss or damage of \$100,000.00; and, (iii) automobile liability, bodily injury and property damage: combined single limit of \$1,000,000.00. FREDON shall also provide the same types of coverage above for the duration of this Agreement and a Certificate of Insurance within ten (10) calendar days of FREDON'S approval of this Agreement naming NEWTON as an additional insured. NEWTON

will cause FREDON to be named as an additional insured on all of the above policies on a primary, non-contributory basis.

NEWTON shall provide FREDON and FREDON shall provide NEWTON with a valid Certificate of Insurance as proof that the insurance policy required by this Agreement are in full force and effect, together with a copy of the policy endorsement as proof the FREDON/NEWTON has been so names as an additional insured.

#### **11. ADMINISTRATIVE AND LEGAL SUPERVISION**

To the extent that is appropriate to matters pertaining to FREDON, NEWTON personnel shall receive subject matter and specific information from FREDON. In addition, the Township Attorney of FREDON shall provide legal advice, guidance, and representation to NEWTON personnel on specific matters pertaining to FREDON, with copies of same to NEWTON'S Town Attorney. It is expressly understood, however, that matters of discipline, compensation, attendance, and related items remain under the sole control of NEWTON in regard to all persons serving under this Agreement who shall remain as employees of NEWTON.

#### **12. CHOICE OF LAW AND DISPUTE RESOLUTION**

In the event of any dispute arising under this Agreement, the appropriate officials of FREDON and the Town Manager of NEWTON shall meet to attempt to resolve the same in good faith. In the event the dispute cannot be resolved, the sole remedy shall be for either party to terminate this Agreement upon ninety (90) calendar days' written notice, whereupon FREDON shall remit payment for all services rendered through the effective date of termination, and this Agreement shall be deemed NULL AND VOID and of no further force and effect.

#### **13. OTHER CONTRACTS**

The parties recognize that this is not an exclusive Agreement and that NEWTON shall be permitted to enter into similar Agreements with other municipalities to provide the same services as specified herein.

#### **14. CONFORMITY OF LOCAL ORDINANCES WITH THIS AGREEMENT**

In cases where the terms and conditions of this Agreement are in conflict with the Local Ordinances of FREDON, FREDON shall amend their Ordinances to eliminate any such inconsistency.

#### **15. ACO LEGAL REQUIREMENTS**

A. The ACO shall satisfy all statutory regulations, requirements, and rules governing animal control and ACOs including, but not limited to, applicable provisions of N.J.S.A. 4:19-15.1 to 15.33; N.J.S.A. 4:19-17 to 37; N.J.S.A. 26:4-78-95; N.J.A.C. 8:23A-2.1 to 2.8; and Municipal Animal Control in New Jersey, Best Practices (March 2018).

B. The ACO will comply with all applicable valises control procedures and quarantine measures.

C. The ACO will comply with Chapter 126 of the FREDON Township Code, entitled "Animals", as same may be amended from time to time.

D. The ACO will provide the Township Clerk with a copy of a current and valid ACO Certificate(s) issued by the State of New Jersey Department of Health and immediately advise FREDON and NEWTON as to any changes regarding eligibility to serve as an ACO in the State of New Jersey.

E. The ACO will complete any additional education, training, and professional development required by the State of New Jersey and the Sussex County Department of Health for maintaining the current certification as an ACO.

**16. ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the Parties and may not be supplemented, amended, or revised unless in writing and signed by the Parties to the original agreement.

**17. SEVERABILITY**

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

**18. WAIVER**

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant, or condition at any other time; nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

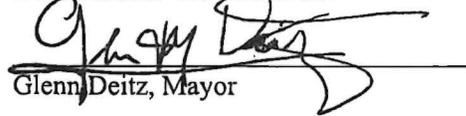
**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement as of the day and year first above written.

**ATTEST:**



Suzanne Boland, RMC  
Municipal Clerk

**TOWNSHIP OF FREDON**

  
Glenn Deitz, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa A. Oswin, RMC  
Municipal Clerk

**TOWN OF NEWTON**

\_\_\_\_\_  
Helen R. Le Frois, Mayor



**TOWN OF NEWTON**

**RESOLUTION #225-2025**

**October 15, 2025**

**“Insertion of Special Items of Revenue in the 2025 Town of Newton Budget Pursuant to N.J.S.A. 40A:4-87 (C. 159, PL 1948)”**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue and also approve the insertion of an item of appropriation of equal amount in the Budget of any Municipality, when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the Budget; and

**WHEREAS**, the Town of Newton has received a receipt in the amount of \$5,783.99 from the Statewide Insurance Fund for FY 2025 General Safety and Risk Management Control “Safety Grant Program”;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Newton hereby requests the Director of the Division of Local Government Services approve the insertion of the following items in the 2025 Budget of the Town of Newton which is now available as revenue from:

Miscellaneous Revenues:

Section F: Special Items of Revenue

Public and Private Revenues Off-set with Appropriations:

Statewide Insurance Fund - Safety Grant Program..... \$5,783.99

General Appropriations:

(A) Operations - Excluded from CAPS

Public and Private Program's Off-Set by Revenues:

Statewide Insurance Fund - Safety Grant Program ..... \$5,783.99

**BE IT FURTHER RESOLVED**, that an electronic version of this Resolution be forwarded to the Director of the Division of Local Government Services.

**CERTIFICATION**

**THIS IS TO CERTIFY** the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, October 15, 2025.

\_\_\_\_\_  
Kathryn E. Alcock, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #226-2025

October 15, 2025

### "Resolution Authorizing Disposal of Surplus Property"

**WHEREAS**, the Town of Newton is the owner of certain surplus property which is no longer needed for public use; and

**WHEREAS**, the Town Council of the Town of Newton is desirous of selling said surplus property in an "as is" condition without express or implied warranties; and

**WHEREAS**, such surplus items may be sold at public auction to the highest bidder in accordance with N.J.S.A. 40A:11-36, online through Municibid, holder of New Jersey State Contract;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, County of Sussex, as follows:

- 1) The sale of surplus property shall be conducted through Municibid pursuant to NJ State Contract 19-GNSV1-00696 in accordance with the terms and conditions of the State Contract, and N.J.S.A. 40A:11-36.
- 2) The sale will be conducted online and the address of the auction site is <https://municibid.com>.
- 3) A list of the surplus property to be sold is as follows:
  - a. NEC Phones - DT400 Series  
Quantity: 59  
Condition: Fair
  - b. Minolta Maxxum 400si - 35mm  
Single-Lens Reflex Film Camera  
Condition: Fair
  - c. Konica Minolta Maxxum 7D - Digital  
SLR Camera  
Condition: Fair
  - d. Sears 135mm f/2.8 Vintage  
Telephoto Lens  
Condition: Fair
- 4) That the Newton Town Manager, or his designee, be and hereby is authorized to sell at auction to the highest bidder, any and all surplus items as described.
- 5) The sale is being conducted pursuant to Local Finance Notice 2019-5.
- 6) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- 7) The Town of Newton reserves the right to accept or reject any bids submitted. That the Newton Town Manager, or his designee, be and hereby is authorized to sell at auction to the highest bidder, any and all surplus items as described.

### CERTIFICATION

**THIS IS TO CERTIFY** the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, October 15, 2025.

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Kathryn E. Alcock, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #227-2025

October 15, 2025

**“Authorize Refund of Taxes; Block 21.02, Lot 9, for a 100% Disabled Veteran Exemption”**

**WHEREAS**, Donna Sampson, surviving spouse of Eli Thomas, owns Block 21.02, Lot 9, also known as 3 Windsor Drive, Newton, New Jersey; and

**WHEREAS**, the Municipal Tax Assessor has granted a 100% Disabled Veteran Tax Exemption on September 22, 2025 retro-active to October 7, 2024 for Eli Thomas; and

**WHEREAS**, Donna Sampson, as the surviving spouse of Eli Thomas, is entitled to Mr. Thomas' disabled exemption; and

**WHEREAS**, the property taxes for Block 21.02, Lot 9, are paid through the 3<sup>rd</sup> quarter of 2025, therefore, a refund is necessary, and all of the 2025 taxes need to be cancelled; and

**WHEREAS**, the Tax Collector has determined the amount to be refunded is \$10,692.34 and the tax amount to be cancelled is \$14,244.36;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that the Governing Body acknowledges a refund is due to Donna Sampson, surviving spouse of Eli Thomas, in the total amount of \$10,692.34 and that this refund is the result of a 100% Disabled Veteran Tax Exemption and the 2025 taxes need to be cancelled; and

**BE IT FURTHER RESOLVED**, that the Treasurer be authorized to issue a check in the total amount of \$10,692.34 to Donna Sampson, 3 Windsor Drive, Newton, NJ 07860 and the Tax Collector be authorized to cancel the 2025 taxes.

### CERTIFICATION

**THIS IS TO CERTIFY** the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, October 15, 2025.

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Kathryn E. Alcock, RMC  
Deputy Municipal Clerk



## TOWN OF NEWTON

### RESOLUTION #228-2025

October 15, 2025      "Approve Bills and Vouchers for Payment"

**BE IT RESOLVED** by the Town Council of the Town of Newton that payment is hereby approved for all vouchers that have been properly authenticated and presented for payment, representing expenditures for which appropriations were duly made in the 2024 and 2025 Budgets adopted by this local Governing Body, including any emergency appropriations, and where unexpended balances exist in said appropriation accounts for the payment of such vouchers.

#### CERTIFICATION

**THIS IS TO CERTIFY** the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, October 15, 2025.

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Kathryn E. Alcock, RMC  
Deputy Municipal Clerk

## List of Bills - CLEARING/CLAIMS

Meeting Date: 10/15/2025 For bills from 10/16/2025 to 10/10/2025

Check#	Vendor	Description	Payment	Check Total
14104	2799 - AFLAC	PO 68668 Vol Ben - Disability, Hospital, Accident	2,631.34	2,631.34
14105	3866 - ALLIED 100 LLC	PO 68531 ACCT #C0922316 Replacement Battery, Adul	679.99	679.99
14106	3897 - AMAZON CAPITAL SERVICES	PO 68608 PD SUPPLIES	41.97	
		PO 68611 SUPPLIES FOR PIE EATING CONTEST (FALL FE	34.78	
		PO 68611 SUPPLIES FOR PIE EATING CONTEST (FALL FE	23.19	
		PO 68617 ACO SUPPLIES	255.31	
		PO 68672 Hand truck - dolly for Town tent	20.96	
		PO 68672 Hand truck - dolly for Town tent	38.92	415.13
14107	3869 - AMERICAN FIDELITY ASSURANCE	PO 68657 SEPT 2025 - Vol Benefits - LTD, Critical	573.86	573.86
14108	3868 - AMERICAN FIDELITY ASSURANCE COMPANY	PO 68656 FSA - Voluntary - SEPT 2025	250.00	250.00
14109	4965 - ANIMAL CARE EQUIPMENT & SERVICES	PO 68470 ACO BITE GLOVES Quote #20352	272.72	272.72
14110	4744 - APPRAISAL SYSTEMS INC.	PO 66972 2025 REASSESSMENT	5,000.00	5,000.00
14111	300 - BRIGHTSPEED	PO 67000 B: ALARM CIRCUITS A/C #309485585 HIGH ST	125.85	125.85
14112	702 - C W A LOCAL 1032	PO 68655 Police Dispatch Dues - SEPT 2025	259.13	259.13
14113	2443 - CAMPBELL FOUNDRY CO. INC.	PO 68547 DRAINAGE INLET ACCESSORIES MT VIEW/PALME	2,441.00	2,441.00
14114	4864 - COASTAL ENGINEERING, LLC.	PO 68680 TANK CLEANIG WTP CLEARWELL & HIGH ST STO	30,000.00	30,000.00
14115	2386 - DOMINICK'S PIZZA LLC	PO 68586 Lunch/ Training	91.30	91.30
14116	676 - EQUITABLE	PO 68673 Equitable - Def Comp - Sept 11 & 25, Oc	21,680.00	21,680.00
14117	4385 - ERIC M. BERNSTEIN & ASSOCIATES, LLC.	PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	624.00	
		PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	4,770.01	
		PO 66981 B: LEGAL ATTORNEY (\$130/HR NOT TO EXCEE	390.00	5,784.01
14118	4747 - FF1 APPARATUS LLC	PO 68661 LADDER #2 BRACKET PADDING	2,303.98	
		PO 68663 LADDER #2 PREVENTIVE MAINT	3,885.00	
		PO 68664 TOWER #4 PREVENTIVE MAINT	3,785.00	
		PO 68665 TRUCK #3 PREVENTIVE MAINT	2,485.00	12,458.98
14119	3318 - FREDON ANIMAL HOSPITAL	PO 68624 VETERINARY SERVICES	1,270.35	1,270.35
14120	478 - GANN LAW BOOKS	PO 68622 LAWYERS DIARY	150.00	150.00
14121	4724 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 66987 B: ADVERTISING ACCT #704136	29.76	
		PO 66987 B: ADVERTISING ACCT #704136	221.23	
		PO 66987 B: ADVERTISING ACCT #704136	22.01	273.00
14122	3727 - GENERAL FOUNDRIES, INC.	PO 68658 B INLET EXTENSION	609.00	609.00
14123	2313 - GRAVITY DESIGN WORKS, INC.	PO 67901 English Alley Signage - NPP 2024 Budget	6,137.50	
		PO 68609 4x4 sign for 5 k	267.00	6,404.50
14124	3550 - GREEN TOWNSHIP	PO 68660 REIMB DOG INV PAID BY GREEN THAT WAS NEW	234.95	234.95
14125	4981 - GUPTA BIMAL	PO 68614 COUNTY TAX APPEAL OVERPAYMENT	2,161.71	2,161.71
14126	1866 - HOME DEPOT, INC.	PO 68684 POTTING MIX	271.52	271.52
14127	4620 - HQW ARCHITECTS, LLC.	PO 65387 FIRE HOUSE #1 RENOVATIONS ARCHITECTURAL	510.00	
		PO 68210 FIREHOUSE #1 EXTERIOR PROF ARCHITECT SVC	9,517.00	10,027.00
14128	3235 - J. CALDWELL & ASSOCIATES, LLC.	PO 68678 FIRE MUSEUM HISTORIC -JULY	2,392.50	2,392.50
14129	113 - JERSEY CENTRAL POWER & LIGHT, INC.	PO 66993 B: ELECTRIC BLDG'S & STREET LIGHTING	8,705.51	8,705.51
14130	4359 - KATIES HOUSE INC	PO 68638 Ad in 2025 Katie's House Fashion Event P	35.00	
		PO 68638 Ad in 2025 Katie's House Fashion Event P	65.00	100.00
14131	2569 - KIEFFER ELECTRIC, INC.	PO 68445 ELECTRIC ACO BLDG	2,978.40	
		PO 68597 Parks/ Roller Hockey	6,460.40	
		PO 68597 Parks/ Roller Hockey	8,746.00	18,184.80
14132	3711 - KKPR MARKETING & PUBLIC RELATIONS,	PO 66984 B: PUBLIC RELATIONS & SPECIAL EVENTS MAR	1,324.08	1,324.08
14133	4042 - LEAD INC.	PO 68610 NPD TRAINING	100.00	100.00
14134	4754 - LENTINI FARMS, INC.	PO 68683 CORN STALKS AND HAY BALES FOR FALL FESTI	435.00	
		PO 68683 CORN STALKS AND HAY BALES FOR FALL FESTI	290.00	725.00
14135	62 - MGL FORMS - SYSTEMS, LLC.	PO 68022 WATER/SEWER BILLS AND ENVELOPES FOR FOUR	1,618.00	1,618.00
14136	409 - MINISINK PRESS INC	PO 68612 J DODD BUSINESS CARDS	68.00	68.00
14137	1741 - MORRIS COUNTY POLICE ACADEMY	PO 68618 INTERNAL AFFAIRS COURSE	25.00	25.00
14138	4889 - MUINO BAKED GOODS	PO 68620 FOH cookies	180.00	180.00
14139	116 - New Jersey Herald	PO 68326 ANNUAL SUBSCRIPTION ACCT #QQ1485970	21.04	21.04
14140	700 - NEWTON PATROLMANS ASSOCIATION	PO 68654 PBA DUES - SEPT 2025	840.00	840.00
14141	1745 - NEWTON SUPERIOR OFFICERS	PO 68653 SOA DUES - SEPT 2025	480.00	480.00
14142	311 - NJLM	PO 68621 2025 League Of Municipalities Conference	70.00	70.00
14143	2835 - NJMEBF	PO 68666 MEDICAL/DENTAL - OCTOBER 2025	34,800.00	
		PO 68666 MEDICAL/DENTAL - OCTOBER 2025	194,115.59	
		PO 68666 MEDICAL/DENTAL - OCTOBER 2025	33,525.41	262,441.00
14144	4681 - NORTHEAST COMMUNICAITONS INC.	PO 68585 PD VEHICLE INSTALL	450.00	

**List of Bills - CLEARING/CLAIMS**

Meeting Date: 10/15/2025 For bills from 10/16/2025 to 10/10/2025

Check#	Vendor	Description	Payment	Check Total
14145	4350 - NW FINANCIAL GROUP LLC	PO 68637 Radio reprogramming	150.00	600.00
		PO 68018 AFFORDABLE HOUSING BROOKSIDE TERR	1,633.75	
		PO 68662 ARMORY -AUG	3,976.25	5,610.00
14146	2882 - ONE CALL CONCEPTS, INC.	PO 66986 B: ONE CALL MESSAGES	768.60	768.60
14147	4383 - OPTIMUM	PO 66998 B: DIGITAL CONVERTERS & DTA'S	84.85	84.85
14148	1407 - PASSAIC VALLEY SEWERAGE COMM.	PO 67006 B: SLUDGE DISPOSAL A/C #12701 (\$107	6,520.50	6,520.50
14149	64 - PELLOW, HAROLD & ASSO, INC.	PO 65388 FIRE HOUSE #1 RENOVATIONS ENGINEERING	145.00	
		PO 66977 B: WATER ENGINEER (not to exceed \$55,000	5,147.50	
		PO 68211 FIREHOUSE #1 EXTERIOR	1,621.40	
		PO 68601 July services	43.00	
		PO 68604 JULY ENGINEERING	3,047.60	10,004.50
14150	64 - PELLOW, HAROLD & ASSO, INC.	PO 68604 JULY ENGINEERING	7,814.20	
		PO 68604 JULY ENGINEERING	915.00	
		PO 68605 July services	145.00	
		PO 68606 July services	253.75	
		PO 68607 July services	72.50	9,200.45
14151	64 - PELLOW, HAROLD & ASSO, INC.	PO 68675 AUG ENGINEERING	3,464.55	
		PO 68675 AUG ENGINEERING	5,066.25	
		PO 68675 AUG ENGINEERING	3,423.00	
		PO 68676 August services	181.25	
		PO 68677 Jul services	870.00	13,005.05
14152	4204 - PLANET NETWORKS INC.	PO 66996 B: PHONE SYSTEM HOSTING/INTERNET/LICENSE	5,532.10	5,532.10
14153	39 - QUILL CORPORATION	PO 68596 PD OFFICE SUPPLIES	55.57	55.57
14154	2478 - RACHLES/MICHELE'S OIL COMPANY, INC.	PO 67008 B: GAS ACCT #40382	13,229.10	13,229.10
14155	126 - SCMUA	PO 66990 B: TRASH/BRUSH/STREET SWEEPINGS REMOVAL	1,112.80	1,112.80
14156	611 - SEBRING AUTO PARTS, INC.	PO 68595 PD VEHICLE REPAIRS	335.31	335.31
14157	3134 - SHOP RITE, INC.	PO 68640 Recreation Commission meeting	25.05	
		PO 68642 Trivia Night supplies	163.32	
		PO 68686 MUMS AND PUMPKINS FOR FALL FESTIVAL (HAL	41.90	
		PO 68686 MUMS AND PUMPKINS FOR FALL FESTIVAL (HAL	62.85	293.12
14158	4761 - SMARSH INC.	PO 68636 Social Media Archiving Service - monthly	2.65	
		PO 68636 Social Media Archiving Service - monthly	4.93	7.58
14159	2257 - STAPLES	PO 68152 B: PD OFFICE SUPPLIES	158.16	158.16
14160	146 - STATE OF NEW JERSEY - PWT	PO 68602 3rd QUARTER WATER TAX	476.28	476.28
14161	1212 - STATEWIDE INSURANCE FUND	PO 68670 SIR/Deductible Recovery	2,613.60	2,613.60
14162	4982 - STONEHEDGE GROWERS LLC	PO 68613 MUMS CABBAGE FALL FEST	913.50	913.50
14163	3442 - SUNLIGHT GENERAL	PO 66992 B: ELECTRIC DPW/STP	543.90	
		PO 66992 B: ELECTRIC DPW/STP	1,777.26	2,321.16
14164	102 - SUSSEX CAR WASH INC	PO 66983 B: CAR WASHES	9.00	9.00
14165	2479 - TAYLOR OIL CO., INC.	PO 67007 B: DIESEL ACCT #01-0062714	6,821.31	6,821.31
14166	4278 - TEXAS LIFE INSURANCE COMPANY	PO 68652 Life Insurance - Sept 2025	35.45	35.45
14167	2781 - THE CHILLA BUSINESS COUNSEL	PO 66980 B: LABOR ATTORNEY (\$170/HR NOT TO EXCE	312.00	312.00
14168	691 - TRANS WORLD ASSURANCE CO.	PO 68651 TWA - Voluntary Life - SEPT 2025	400.00	400.00
14169	4152 - UNITED SITE SERVICES, INC	PO 67004 B: SLUDGE REMOVAL STP A/C #74732 (\$1	37,912.00	
		PO 67005 B: CHEMICAL WASTE REMOVAL WTP A/C #7473	3,488.31	41,400.31
14170	1257 - UNUM LIFE/DISABILITY INSUR	PO 68650 UNUM - Voluntary - LTD - SEPT 2025	906.81	906.81
14171	2716 - UPSEU LOCAL 424J	PO 68649 DPW - Monthly Dues - SEPT 2025	756.00	756.00
14172	1158 - VISION SERVICE PLAN	PO 68667 VISION - OCT 2025	1,232.14	1,232.14
14173	2635 - W.B. MASON, INC.	PO 68576 Clerk Office Supplies cust #C1329496	532.42	532.42
14174	1144 - WEINER LESNIAK	PO 68679 Sep services	27.00	
		PO 68681 Sep services	36.00	63.00
14175	633 - WEIS MARKETS, INC.	PO 68641 Trivia Water and 2 bonus give aways	20.96	20.96
14176	3726 - WITMER PUBLIC SAFTEY GROUP, iINC.	PO 68594 PD EQ	32.00	
		PO 68615 PPE	3,348.80	3,380.80
	TOTAL			530,052.70

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
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ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-200	TOWN MANAGER'S OFFICE - OTHER EXPENSES	6,621.80			
01-201-20-105-200	HUMAN RESOURCE - OTHER EXPENSES	68.00			
01-201-20-120-200	TOWN CLERK'S OFFICE - OTHER EXPENSES	602.13			
01-201-20-145-200	COLLECTION OF TAXES - OTHER EXPENSES	172.56			
01-201-20-150-200	ASSESSMENT OF TAXES - OTHER EXPENSES	5,000.00			
01-201-20-155-200	LEGAL SERVICES - OTHER EXPENSES	9,147.36			
01-201-20-165-200	ENGINEERING - OTHER EXPENSES	3,372.00			
01-201-20-175-200	HISTORIC COMMISSION - OTHER EXPENSES	2,609.50			
01-201-21-180-200	PLANNING BOARD - OTHER EXPENSES	107.50			
01-201-23-220-300	EMPLOYEE GROUP INSURANCE - OTHER EXPENSE	195,347.73			
01-201-25-240-200	POLICE DEPARTMENT - OTHER EXPENSES	557.22			
01-201-25-250-200	COMMUNICATIONS CENTER - OTHER EXPENSES	158.16			
01-201-25-252-200	EMERGENCY MANAGEMENT - OTHER EXPENSES	150.00			
01-201-25-255-200	FIRE DEPARTMENT - OTHER EXPENSES	3,348.80			
01-201-26-298-200	STORMWATER/FLOOD CONTROL - OTHER EXPENSE	202.50			
01-201-26-305-200	RECYCLING/SANITATION - OTHER EXPENSES	1,081.60			
01-201-26-310-200	BUILDINGS & GROUNDS - OTHER EXPENSES	5,212.20			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	13,253.29			
01-201-27-340-200	ANIMAL CONTROL - OE	1,737.00			
01-201-28-370-200	RECREATION - OTHER EXPENSES	656.33			
01-201-28-375-200	PARKS & PLAYGROUNDS - OTHER EXPENSES	8,746.00			
01-201-31-460-200	UTILITY EXP/BULK PURCH - OTHER EXPENSES	29,830.42			
01-201-32-465-200	RECYCLING TAX (PL2007 c.311)O/S CAP	31.20			
01-201-42-113-000	INTERLOCAL - ACO	234.95			
01-201-44-900-000	CAPITAL IMPROVEMENTS - OTHER EXPENSES	2,937.65			
01-260-05-100	DUE TO CLEARING			0.00	293,347.61
01-275-55-000-000	RESERVE FOR TAX APPEALS PENDING			2,161.71	
<b>TOTALS FOR CURRENT FUND</b>		<b>291,185.90</b>	<b>0.00</b>	<b>2,161.71</b>	<b>293,347.61</b>
<b>TOTALS FOR STATE AND FEDERAL GRANTS</b>		<b>0.00</b>	<b>0.00</b>	<b>7,931.52</b>	<b>7,931.52</b>
02-213-41-000	RESERVE FEDERAL/STATE GRANTS			7,931.52	
02-260-05-100	Due to Clearing			0.00	7,931.52
<b>TOTALS FOR GENERAL CAPITAL</b>		<b>0.00</b>	<b>0.00</b>	<b>31,961.76</b>	<b>31,961.76</b>
04-215-55-908-000	ORD 2022-13 SIDEWALKS RT 206/WATER ST			2,299.00	
04-215-55-913-000	ORD 22-21 amendORD 20-10 MEM PK ORD 23-2 NJIB			13.95	
04-215-55-918-000	ORD 2023-7 VAR CAP IMP.			6,570.80	
04-215-55-925-000	ORD 2024-4 FIRE HOUSE 1 RENOVATIONS			655.00	
04-215-55-930-000	ORD 2024-18 HVAC, SUPP ORD 24-11			870.00	
04-215-55-934-000	ORD 2025-06 MEMORY PARK BOARDWALK			265.00	
04-215-55-935-000	ORD 2025-10 VARIOUS CAPITAL IMPROVEMENTS			21,288.01	
04-260-05-100	Due to Clearing			0.00	31,961.76
<b>TOTALS FOR WATER/SEWER UTILITY CAPITAL</b>		<b>0.00</b>	<b>0.00</b>	<b>35,981.25</b>	<b>35,981.25</b>
08-215-55-902-000	ORD 2018-14 WATER TANK IMPR \$105T			30,000.00	
08-215-55-907-000	ORD 2022-12 WS IMP. FULLY FUNDED			326.25	
08-215-55-915-000	ORD 2023-14 W&S MAIN IMP. NEW HAMP. ST FF			217.50	
08-215-55-918-000	ORD 2024-8 VAR WS IMP.			36.25	
08-215-55-919-000	ORD 2024-9 VAR WS IMP. FF			5,401.25	
08-260-05-100	DUE TO CLEARING			0.00	35,981.25
<b>TOTALS FOR WATER/SEWER UTILITY</b>		<b>93,568.16</b>	<b>0.00</b>	<b>0.00</b>	<b>93,568.16</b>
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	93,568.16			
09-260-05-100	DUE TO CLEARING			0.00	93,568.16
<b>TOTALS FOR TWA SAVINGS PLAN</b>		<b>0.00</b>	<b>0.00</b>	<b>400.00</b>	<b>400.00</b>
20-260-05-100	Due to Clearing			0.00	62,338.00
20-291-55-075-001	UNION DUES - PBA			1,320.00	
20-291-55-075-002	UNION DUES - IUE #911			756.00	
20-291-55-075-003	UNION DUES - CWA #1032			259.13	
20-291-55-077	DEFERRED COMP - EQUITABLE			21,680.00	
20-291-55-080	TWA SAVINGS PLAN			400.00	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
20-291-55-082-001	AFA LTD			207.78	
20-291-55-082-002	AFA Med FSA			250.00	
20-291-55-082-004	AFA Life Ins.			366.08	
20-291-55-082-005	AFA Texas Life			35.45	
20-291-55-084	UNUM DISABILITY INS.			906.81	
20-291-55-086	HEALTH INS. EMPLOYEE			33,525.41	
20-291-55-087-001	AFLAC DISABILITY Post Tax			1,340.88	
20-291-55-087-002	AFLAC ACCIDENT Pre Tax			731.34	
20-291-55-087-003	AFLAC HOSPITAL Pre Tax			276.06	
20-291-55-087-004	AFLAC CANCER Pre Tax			283.06	
<b>TOTALS FOR</b>	<b>PAYROLL</b>	<b>0.00</b>	<b>0.00</b>	<b>62,338.00</b>	<b>62,338.00</b>
27-260-05-100	DUE TO CLEARING			0.00	2,978.40
27-288-56-100-000	RESERVE FOR ANIMAL CONTROL			2,978.40	
<b>TOTALS FOR</b>	<b>ANIMAL TRUST</b>	<b>0.00</b>	<b>0.00</b>	<b>2,978.40</b>	<b>2,978.40</b>
31-260-05-100	DUE TO CLEARING			0.00	1,556.00
31-286-56-102-000	ENGINEER REVIEW FEES			1,556.00	
<b>TOTALS FOR</b>	<b>TRUST</b>	<b>0.00</b>	<b>0.00</b>	<b>1,556.00</b>	<b>1,556.00</b>
35-260-05-100	DUE TO CLEARING			0.00	390.00
35-296-56-001-000	RESERVES FOR COMMERCIAL DEVELOPMENT			390.00	
<b>TOTALS FOR</b>	<b>HOUSING TRUST</b>	<b>0.00</b>	<b>0.00</b>	<b>390.00</b>	<b>390.00</b>

Total to be paid from Fund 01 CURRENT FUND	293,347.61
Total to be paid from Fund 02 STATE AND FEDERAL GRANTS	7,931.52
Total to be paid from Fund 04 GENERAL CAPITAL	31,961.76
Total to be paid from Fund 08 WATER/SEWER UTILITY CAPITAL	35,981.25
Total to be paid from Fund 09 WATER/SEWER UTILITY	93,568.16
Total to be paid from Fund 20 PAYROLL	62,338.00
Total to be paid from Fund 27 ANIMAL TRUST	2,978.40
Total to be paid from Fund 31 TRUST	1,556.00
Total to be paid from Fund 35 HOUSING TRUST	390.00
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	530,052.70

Checks Previously Disbursed

14098	NJMVC	PO# 68648	Registration (2) Dodge Ram 2500 Bi	60.00	10/08/2025
14099	NJMVC	PO# 68648	Registration (2) Dodge Ram 2500 Bi	60.00	10/08/2025
14100	JOSEPH D CALABRESE	PO# 66989	B: LOGISTICS FOR SPECIAL EVENTS	200.00	10/08/2025
14101	JOSEPH D CALABRESE	PO# 66989	B: LOGISTICS FOR SPECIAL EVENTS	100.00	10/08/2025
14102	PENNYROSE COFFEE CORP	Multiple:		105.75	10/09/2025
14103	GEDEON, JAMES F.	Multiple:		375.00	10/09/2025
47288	THOMAS S RUSSO JR		CAR ALLOWANCE -OCT	600.00	10/09/2025
250178	PAYROLL ACCOUNT		9/25 CURR PAYROLL	242,715.13	9/25/2025
250180	TRUST ACCOUNT, TOWN OF NEWTON		CLERK FISHING -SEPT MOVED TO TRUST	235.00	10/09/2025
250180	ELAVON, INC.	PO# 66988	B: COURT MERCHANT FEE	110.61	10/02/2025
250181	FEDERAL & STATE GRANT		STATEWIDE INS SAFETY GRANT TO BE M	5,783.99	10/09/2025
250237	PAYROLL ACCOUNT		9/25 GRANT PAYROLL	2,415.18	9/25/2025
250947	PAYROLL ACCOUNT		9/25 W/S PAYROLL	52,571.18	9/25/2025
250949	USDA		USDA LOAN	17,359.00	9/30/2025
252077	POLICE & FIRE RETIREMENT SYSTEM		PFRS -SEPT	25,711.42	10/09/2025
252078	PUBLIC EMPLOYEE RETIRE SYSTEM		PERS PENSION -SEPT	26,726.09	10/09/2025
253135	PAYROLL ACCOUNT		9/25 PAYROLL	14,300.00	9/25/2025
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				389,428.35	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
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Totals by fund		Previous Checks/Voids	Current Payments		Total
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Fund 01	CURRENT FUND	249,157.22	293,347.61		542,504.83
Fund 02	STATE AND FEDERAL GRANTS	2,415.18	7,931.52		10,346.70
Fund 04	GENERAL CAPITAL		31,961.76		31,961.76
Fund 08	WATER/SEWER UTILITY CAPITAL		35,981.25		35,981.25
Fund 09	WATER/SEWER UTILITY	70,518.44	93,568.16		164,086.60
Fund 20	PAYROLL	53,037.51	62,338.00		115,375.51
Fund 27	ANIMAL TRUST		2,978.40		2,978.40
Fund 31	TRUST	14,300.00	1,556.00		15,856.00
Fund 35	HOUSING TRUST		390.00		390.00
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	BILLS LIST TOTALS	389,428.35	530,052.70		919,481.05
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List of Bills - CLEARING/CLAIMS

Check#	Vendor	Description	Payment	Check Total
14086	2141 - AIRMATIC COMPRESSOR SYSTEMS, INC.	PO 67734 Svc Contract Morris Lk/ 2025 contract/ c	2,113.86	2,113.86
14087	4745 - ATHENIA MASON SUPPLY, LLC	PO 68575 Storm Basin Rpr / Block cust #644	733.36	733.36
14088	77 - CCP INDUSTRIES, INC.	PO 68599 Cleaning Supplies Cust #53794	1,054.80	1,054.80
14089	4979 - GRADE A PETROLEUM	PO 68598 Truck Fluids DRUM CUST #00-0012272	2,745.00	2,745.00
14090	266 - LAFAYETTE AUTO PARTS	PO 68577 Equip Main/Fuses #483	27.88	27.88
14091	391 - LOU'S GLASS & TRUCK ACCESSORIES LLC	PO 68583 Rpr/Broken Rear Window/ #16/ 2022 Ram	650.00	650.00
14092	2300 - LOWE'S , INC.	PO 68570 Misc Spls/	223.13	223.13
14093	1566 - MAIN POOL & CHEMICAL COMPANY, INC.	PO 67159 B: Liq Sodium Hydroxide (\$23,540. @ \$4.2	2,140.00	2,140.00
14094	4453 - OMAHA STANDARD LLC	PO 68578 Rolloff #14 Rpr/ Roller/ Flange	918.76	918.76
14095	2056 - SUBURBAN PROPANE, LP.	PO 67936 B: Propane	191.85	191.85
14096	371 - T.A. MOUNTFORD COMPANY, INC.	PO 68579 Copier Ink - 6 Boxes	570.00	570.00
14097	1151 - TREASURER, STATE OF NEW JERSEY	PO 68580 SAFE DRINKING WATER (7/1/25-6/30/26)	720.00	720.00

TOTAL

12,088.64

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-105-200	HUMAN RESOURCE - OTHER EXPENSES	87.45			
01-201-26-290-200	ROAD REPAIR & MAINT - OTHER EXPENSES	804.92			
01-201-26-305-200	RECYCLING/SANITATION - OTHER EXPENSES	918.76			
01-201-26-315-200	VEHICLE MAINTENANCE - OTHER EXPENSES	2,745.00			
01-201-28-375-200	PARKS & PLAYGROUNDS - OTHER EXPENSES	92.00			
01-260-05-100	DUE TO CLEARING			0.00	4,648.13
<b>TOTALS FOR</b>	<b>CURRENT FUND</b>	<b>4,648.13</b>	<b>0.00</b>	<b>0.00</b>	<b>4,648.13</b>
09-201-56-501-200	W&S OPERATING - TOTAL OTHER EXPENSES	7,440.51			
09-260-05-100	DUE TO CLEARING			0.00	7,440.51
<b>TOTALS FOR</b>	<b>WATER/SEWER UTILITY</b>	<b>7,440.51</b>	<b>0.00</b>	<b>0.00</b>	<b>7,440.51</b>

Total to be paid from Fund 01 CURRENT FUND 4,648.13  
 Total to be paid from Fund 09 WATER/SEWER UTILITY 7,440.51  
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 12,088.64



## TOWN OF NEWTON

### RESOLUTION #229-2025

October 15, 2025

**“A Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12”**

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

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

**WHEREAS**, it is necessary for the Town Council of the Town of Newton to discuss in a session not open to the public certain matters relating to the item(s) authorized by N.J.S.A. 10:4-12b and designated below:

- i. Attorney-Client Privilege

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton, assembled in public session on October 15, 2025, that an Executive Session closed to the public shall be held on October 15, 2025 at \_\_\_\_\_ in the Town of Newton Municipal Building, 39 Trinity Street, Newton, NJ, for the discussion of matters relating to the specific item(s) designated above.

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

### CERTIFICATION

**THIS IS TO CERTIFY** the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, October 15, 2025.

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Kathryn E. Alcock, RMC  
Deputy Municipal Clerk