

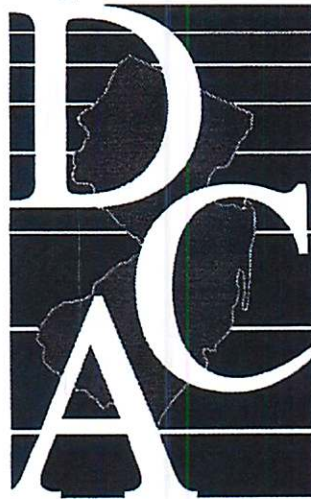
2017

Hopewell Township Fire District No. 1

Fire District Budget

Hopewelltwpfire.org

Department Of



**Community
Affairs**

Division of Local Government Services

JAN 18 2017

2017 FIRE DISTRICT BUDGET

Certification Section

2017

Hopewell Township Fire District No. 1

FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2017 to December 31, 2017

For Division Use Only

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the approved Budget made a part hereof complies with the requirements of law and the rules and regulations of the Local Finance Board, and approval is given pursuant to N.J.S.A. 40A:5A-11.

*State of New Jersey
Department of Community Affairs
Director of the Division of Local Government Services*

By: C. M. Zyzanski Date: 11/2/17

CERTIFICATION OF ADOPTED BUDGET

It is hereby certified that the adopted Budget made a part hereof has been compared with the approved Budget previously certified by the Division, and any amendments made thereto. This adopted Budget is certified with respect to such amendments and comparisons only.

*State of New Jersey
Department of Community Affairs
Director of the Division of Local Government Services*

By: _____ Date: _____

2017

Hopewell Township Fire District No. 1

FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2017 to December 31, 2017

For Division Use Only

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the approved Budget made a part hereof complies with the requirements of law and the rules and regulations of the Local Finance Board, and approval is given pursuant to N.J.S.A. 40A:5A-11.

*State of New Jersey
Department of Community Affairs
Director of the Division of Local Government Services*

By: _____ Date: _____

CERTIFICATION OF ADOPTED BUDGET

It is hereby certified that the adopted Budget made a part hereof has been compared with the approved Budget previously certified by the Division, and any amendments made thereto. This adopted Budget is certified with respect to such amendments and comparisons only.

*State of New Jersey
Department of Community Affairs
Director of the Division of Local Government Services*

By: Christine M. Zappacosta Date: 11/25/17

2017 PREPARER'S CERTIFICATION

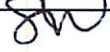
Hopewell Township Fire District No. 1

FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2017 to December 31, 2017

It is hereby certified that the Fire District Budget, including the annual budget and all schedules attached thereto, represents the Board of Commissioners' resolve with respect to statute in that: all estimates of revenues, including the amount to be raised by taxation to support the district budget, are reasonable, accurate and correctly stated; all items of appropriation are properly set forth; and in itemization, form and content, the budget will permit the exercise of the comptroller function within the Fire District.

It is further certified that all proposed budgeted amounts and totals are correct. Also, I hereby provide reasonable assurance that all assertions contained herein are accurate and all required schedules are completed and attached.

Preparer's Signature:			
Name:	Sarah Ocicki		
Title:	Purchasing Agent		
Address:	201 Washington Crossing-Pennington Rd Titusville, NJ 08560		
Phone Number:	609-730-8156	Fax Number:	609-730-1563
E-mail address:	Sarah.ocicki@hopewelltwpfire.org		

2017 PREPARER'S CERTIFICATION OTHER ASSETS


Hopewell Township Fire District No. 1

FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2017 to December 31, 2017

It is hereby certified that operating appropriations, as reported in this annual budget on Page F-3, for the acquisition of Other Assets not included as Capital Outlays are Non-Bondable Assets. The Board of Commissioners has determined that the aforementioned Other Asset appropriation(s) do not meet the criteria for bonding pursuant to the Local Bond Law (N.J.S.A. 40A: 2-1 et. seq.) and more specifically, as it pertains to the expected useful life of the asset, pursuant to N.J.S.A. 40A:2-21.

It is further certified that the Other Asset appropriation(s) as reported herein have been determined not to be Capital Assets pursuant to N.J.S.A. 40A:14-84 and 40A:14-85. Therefore, the election has been made to treat such Other Assets as Operating Appropriations: Current Operating Expenses, pursuant to N.J.S.A. 40A: 14-78.6.

Preparer's Signature:			
Name:	Sarah Ocicki		
Title:	Purchasing Agent		
Address:	201 Washington Crossing-Pennington Rd Titusville, NJ 08560		
Phone Number:	609-730-8156	Fax Number:	609-730-1563
E-mail address:	Sarah.ocicki@hopewelltpwfire.org		

2017 APPROVAL CERTIFICATION


Hopewell Township Fire District No. 1

FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2017 to December 31, 2017

It is hereby certified that the Fire District Budget, including all schedules appended hereto, are a true copy of the Annual Budget approved by resolution by the Board of Commissioners of the Fire District, at an open public meeting held pursuant to N.J.A.C. 5:31-2.4, on the 8th day of December, 2016.

It is further certified that the recorded vote appearing in the resolution represents not less than a majority of the full membership of the Board of Commissioners thereof.

Officer's Signature:			
Name:	Michael F Cseremszak		
Title:	Treasurer		
Address:	201 Washington Crossing – Pennington Rd Titusville, NJ 08560		
Phone Number:	609-730-8156	Fax Number:	609-730-1563
E-mail address:	M.CSEREMSAK@HopewellTwpFire.org		

FIRE DISTRICT INTERNET WEBSITE CERTIFICATION

Fire District's Web Address: Hopewelltwpfire.org

All fire districts shall maintain either an Internet website or a webpage on the municipality's Internet website. The purpose of the website or webpage shall be to provide increased public access to the Fire District's operations and activities. N.J.S.A. 40A:14-70.2 requires the following items to be included on the Fire District's website at a minimum for public disclosure. Check the boxes below to certify the Fire District's compliance with N.J.S.A. 40A:14-70.2.

- ☒ A description of the Fire District's mission and responsibilities
- ☒ Commencing with 2013, the budgets for the current fiscal year and immediately two prior years
- ☒ The most recent Comprehensive Annual Financial Report (Unaudited) or similar financial information
- ☒ Commencing with 2012, the annual audits of the most recent fiscal year and immediately two prior years
- ☒ The Fire District's rules, regulations and official policy statements deemed relevant by the commissioners to the interests of the residents within the district
- ☒ Notice posted pursuant to the "Open Public Meetings Act" for each meeting of the commissioners, setting forth the time, date, location and agenda of each meeting
- ☒ Beginning January 1, 2013, the approved minutes of each meeting of the commissioners including all resolutions of the commissioners and their committees; for at least three consecutive fiscal years
- ☒ The name, mailing address, electronic mail address and phone number of every person who exercises day-to-day supervision or management over some or all of the operations of the Fire District
- ☒ A list of attorneys, advisors, consultants and any other person, firm, business, partnership, corporation or other organization which received any remuneration of \$17,500 or more during the preceding fiscal year for any service whatsoever rendered to the Fire District, but shall not include volunteers receiving benefits under a Length of Service Award Program (LOSAP).

It is hereby certified by the below authorized representative of the Fire District that the Fire District's website or webpage as identified above complies with the minimum statutory requirements of N.J.S.A. 40A:14-70.2 as listed above. A check in each of the above boxes signifies compliance.

Name of Officer Certifying compliance

Michael Cseremsak

Title of Officer Certifying compliance

Treasurer

Signature



2017 FIRE DISTRICT BUDGET RESOLUTION

Hopewell Township Fire District No. 1

FISCAL YEAR: January 1, 2017 to December 31, 2017

WHEREAS, the Annual Budget for the Hopewell Township Fire District No. 1 (the "Fire District") for the fiscal year beginning January 1, 2017 and ending December 31, 2017 has been presented before the Board of Commissioners of the Fire District at its open public meeting of *December 8, 2016*; and

WHEREAS, the budget as introduced is in compliance with the Property Tax Levy Cap Law (N.J.S.A. 40A:4-45.44 et. seq.); and,

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$3,885,178, which includes an amount to be raised by taxation of \$3,430,258, and Total Appropriations of \$3,885,178; and

WHEREAS, the amount to be raised by taxation to support the district budget shall be the amount to be certified to the assessor of the municipality to be assessed against the taxable property in the district, pursuant to N.J.S.A. 40A:14-79. Such amount shall be equal to the amount of the total appropriations set forth in the budget minus the total amount surplus and miscellaneous revenues set forth in the budget; and

WHEREAS, in calculating the amount to be raised by taxation, the Fire District has taken into account the assessed valuation of taxable property in the Fire District;

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Fire District, at an open public meeting held on *December 8, 2016* that the Annual Budget, including all related schedules, of the Fire District for the fiscal year beginning January 1, 2017 and ending December 31, 2017 is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the Fire District's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Fire District will consider the Annual Budget for adoption on *January 12, 2017*.

RECORD OF BOARD VOTE ON PASSAGE

Commissioner	Moved	Second	Aye	Nay	Abstain	Absent
Cseremsak	✓		✓			
Kintzel			✓			
Lenarski		✓	✓			
Lynch						✓
Chipowsky			✓			


Commissioner's Signature

A CERTIFIED COPY

Thursday, December 8, 2016

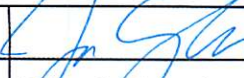
2017 ADOPTION CERTIFICATION

Hopewell Township Fire District No. 1

FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2017 to December 31, 2017

It is hereby certified that the Fire District Budget annexed hereto is a true copy of the Budget adopted by the Board of Commissioners of the Fire District, pursuant to N.J.A.C. 5:31-2.4, on the 12 day of January, 2017.

Officer's Signature:			
Name:	Timothy Lynch		
Title:	Secretary		
Address:	201 Washington Crossing – Pennington Rd Titusville, NJ 08560		
Phone Number:	609-730-8156	Fax Number:	609-730-1563
E-mail address:	tlynch@hopewelltpfire.org		

2017 ADOPTED BUDGET RESOLUTION

Hopewell Township Fire District No. 1

FISCAL YEAR: January 1, 2017 to December 31, 2017

WHEREAS, the Annual Budget for the Hopewell Township Fire District No. 1 (the "Fire District") for the fiscal year beginning January 1, 2017 and ending December 31, 2017, has been presented for adoption before the Board of Commissioners of the Fire District at its open public meeting of January 12, 2017; and

WHEREAS, the Annual Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the adopted budget is in compliance with the Property Tax Levy Cap Law (N.J.S.A. 40A:4-45.44 et. seq.); and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$3,885,178 which includes amount to be raised by taxation of \$3,430,258 and Total Appropriations of \$3,885,178; and

WHEREAS, an election shall be held annually on the third Saturday of February in each established fire district to determine the amount to be raised by taxation for the ensuing year;

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Fire District at an open public meeting held on January 12, 2017 that the Annual Budget of the Fire District for the fiscal year beginning January 1, 2017 and ending December 31, 2017, is hereby adopted and shall constitute appropriations for the purposes stated and authorization of Total Revenues of \$3,885,178, which includes amount to be raised by taxation of \$3,430,258, and Total Appropriations of \$3,885,178; and

BE IT FURTHER RESOLVED, that the Annual Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

BE IT FURTHER RESOLVED, that an annual election shall be held on the third Saturday of February to determine the amount to be raised by taxation for the ensuing year. The results of which shall be subsequently certified to the Division and the Municipal Assessor.

RECORD OF BOARD VOTE ON PASSAGE

Commissioner	Moved	Second	Aye	Nay	Abstain	Absent
Cseremsak	X		X			
Kintzel						X
Lenarski		X	X			
Lynch						X
Chipowsky			X			


Commissioner's signature

A CERTIFIED COPY

Thursday, January 12, 2017

2017 FIRE DISTRICT BUDGET
Narrative and Information Section

2017 FIRE DISTRICT BUDGET MESSAGE & ANALYSIS

Hopewell Township Fire District No. 1

FISCAL YEAR: January 1, 2017 to December 31, 2017

Answer all questions below. Attach additional pages and schedules as needed.

1. Complete a brief statement on the 2017 proposed Annual Budget and make comparison to the 2016 adopted budget. Explain any variances over +/-10% for each line item. Explanations of variances should include a description of the reason for the increase/decrease in the budgeted line item, not just an indication of the amount and percent of the change. Attach any supporting documentation that will help to explain the reason for the increase/decrease in the budgeted line item.

The total 2017 budget appropriations will increase by \$77,786 in comparison to the 2016 adopted budget.

Part of this is a result of an increase in administration and payroll costs, including 2017 pension contributions, contractual salary increases with resulting increases in fringe benefits, the promotion of a fire official, association membership fees, Employee Assistance Program, office water cooler supplies, fire prevention materials, software maintenance contracts, Debt Service Principal payments, a fire services vehicle, uniform needs, cellphone and technology costs, extrication equipment, increased quarterly contractor payments and increased equipment maintenance costs.

These increases are offset by reductions in Capital Appropriations for Future Outlay, Debt Service Interest Payments, and Length of Service and Awards Program payments, moving equipment rental and fees to state and cooperative contracts, and maintenance costs for equipment that has been sold or is no longer needed.

2. Complete a brief statement on the impact the proposed Annual Budget will have on the Amount to be Raised by Taxation to support the district budget and on the Restricted and Unrestricted Fund Balance(s). Explain increases or decreases in the tax rate and utilization of fund balances. If Unrestricted Fund Balance is reduced by more than 10%, explain the projected impact on the following year's budget.

The amount to be raised in taxation in the proposed 2017 budget will increase by \$87,484 in comparison to the 2016 adopted budget; thus causing the tax rate per \$100.00 of assessed valuation to increase to \$.086. The District will utilize \$265,000 of Unrestricted Fund Balance in the 2017 budget to enable the fire district to reduce the increase of the tax rate.

The Unrestricted Fund Balance is predicted to remain sufficiently funded to enable the Fire District to utilize these funds to balance future budgets. However, the Fire District is exploring ways to increase the revenues to some funding from motor vehicle accident reimbursement for emergency medical services from insurance companies.

The Commissioners will continue to strictly oversee the budget to ensure compliance and funding for the 2016 & 2017 budgets. The fire protection of the citizens and property owners will be the mandate of the Fire Commissioners. The Commissioners are well aware of future responsibilities of the public and will take measures to ensure public safety and compliance with state mandates.

3. Include a statement explaining how the Fire District is complying with the Property Tax Levy Cap. The statement must explain reasons for exceeding the Levy Cap and identify the appropriations that caused the Fire District to exceed the Levy Cap, and how they are being addressed by a referendum.

The Fire District is utilizing Unrestricted Fund Balance to balance the budget and stay within the 2% Property Tax Levy Cap to be in compliance. The Fire District is not requesting any cap waiver in 2017.

4. If the Fire District plans to pass a Resolution for the Release of Restricted Fund Balance, explain the reason and purposes of the appropriation.

None.

5. Complete a brief statement on the Annual Budget's proposed capital appropriations and payment methods, including debt service for the proposed budget year and for future years.

The Fire District continues to pay down the capital/lease debt service of the Hopewell Borough and Pennington Borough Fire Districts for fire apparatus payments and self contained breathing apparatus. The 2017 budget includes a down payment of a new fire apparatus for Hopewell Borough. The Fire District also continues to pay down the capital/lease debt service of the Union Fire Company & Rescue Squad and Hopewell Valley Emergency Services for self contained breathing apparatus, radios, and ambulances.

6. If the proposed Annual Budget contains an amount for a Cash Deficit of the Preceding Year pursuant to N.J.S.A. 40A:14-78.6, then explain the reasons for the occurrence of the deficit.

Not Applicable.

7. Does the Annual Budget appropriate such sums as it may deem necessary for the purchase of first aid, ambulance, rescue, or other emergency vehicles, equipment, supplies and materials for use by a duly incorporated association, pursuant to N.J.S.A. 40A:14-85.1? If so, provide the organization's incorporated name and amounts.

Yes: Pennington First Aid Squad, New Jersey, \$65,000.

8. Complete the following based on the municipal assessor's latest information pursuant to N.J.S.A. 54:4-35:

Total Assessed Valuation of District	\$3,958,731,853
Proposed Tax Rate per \$100 of Assessed Valuation	\$.085

9. Is the Fire District providing for a first year funding appropriation to establish a length of service award program (LOSAP) in this year's budget subject to public referendum thereof?

No	XXX	Yes		If yes, how much is appropriated?	\$
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If the public question is defeated, is the Board of Commissioners aware that the budget must be amended to delete the LOSAP appropriation amount and that the Amount to be Raised by Taxation to Support the Budget must be reduced by a like amount?

No		Yes	
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FIRE DISTRICT CONTACT INFORMATION

2017

Please complete the following information regarding this Fire District. All information requested below must be completed.

Name of Fire District:	Hopewell Township Fire District No. 1		
Address:	201 Washington Crossing-Pennington Rd		
City, State, Zip:	Titusville	NJ	08560
Phone: (ext.)	609-730-8156	Fax:	609-730-1563

Preparer's Name:	Sarah Ocicki		
Preparer's Address:	201 Washington Crossing-Pennington Rd		
City, State, Zip:	Titusville	NJ	08560
Phone: (ext.)	609-730-8156	Fax:	609-730-1563
E-mail:	Sarah.ocicki@hopewelltwpfire.org		

Chairman:	Michael Chipowsky		
Phone: (ext.)	609-730-8156	Fax:	609-730-1563
E-mail:	mchipowsky@comcast.net		

Secretary/Treasurer:	Timothy Lynch / Michael Cseremsak		
Phone: (ext.)	609-730-8156	Fax:	609-730-1563
E-mail:	tlynch@hopewelltwpfire.org / mcseremsak@gmail.com		

Name of Auditor:	Jarred Corn – Jennifer Bertino		
Name of Firm:	Bowman & Company, LLP		
Address:	601 White Horse Road		
City, State, Zip:	Voorhees	NJ	08043
Phone: (ext.)	856-438-6200	Fax:	856-435-0440
E-mail:	jcorn@bowmanllp.com		

FIRE DISTRICT INFORMATIONAL QUESTIONNAIRE

Hopewell Township Fire District No. 1

FISCAL YEAR: January 1, 2017 to December 31, 2017

Answer all questions below completely and attach additional information as required.

- 1) Provide the number of regular voting members of the governing body: 5
- 2) Provide the number of alternate voting members of the governing body: 0
- 3) Did any current or former commissioner or officer have a family or business relationship with any other current or former commissioner or officer during the current fiscal year? NO If "yes," attach a description of the relationship including the names of the individuals involved and their positions at the Fire District.
- 4) Did all individuals that were required to file a Financial Disclosure Statement for the current fiscal year because of their relationship with the Fire District file the form as required? YES If "no," provide a list of those individuals who failed to file a Financial Disclosure Statement and an explanation as to the reason for their failure to file.
- 5) Does the Fire District have any amounts receivable from current or former commissioners, officers, or employees? NO If "yes," attach a list of those individuals, their position, the amount receivable, and a description of the amount due to the Fire District.
- 6) Was the Fire District a party to a business transaction with one of the following parties:
 - a. A current or former commissioner, officer, or employee? NO
 - b. A family member of a current or former commissioner, officer, or employee? NO
 - c. An entity of which a current or former commissioner, officer, or employee (or family member thereof) was an officer or direct or indirect owner? NOIf the answer to any of the above is "yes," attach a description of the transaction including the name of the commissioner, officer, or employee (or family member thereof) of the Fire District; the name of the entity and relationship to the individual or family member; the amount paid; and whether the transaction was subject to a competitive bid process.
- 7) Did the Fire District provide any of the following to or for a commissioner, officer, or any other employee of the Fire District:
 - a. First class or charter travel NO
 - b. Travel for companions NO
 - c. Tax indemnification and gross-up payments NO
 - d. Discretionary spending account NO
 - e. Housing allowance or residence for personal use NO
 - f. Payments for business use of personal residence NO
 - g. Vehicle/auto allowance or vehicle for personal use NO
 - h. Health or social club dues or initiation fees NO
 - i. Personal services (i.e.: maid, chauffeur, chef) NOIf the answer to any of the above is "yes," attach a description of the transaction including the name and position of the individual and the amount expended.

FIRE DISTRICT INFORMATIONAL QUESTIONNAIRE (CONTINUED) Hopewell Township Fire District No. 1

FISCAL YEAR: January 1, 2017 to December 31, 2017

- 8) Attach a list of the Fire District's vehicles including make, model and year, and indicate to whom the vehicles are assigned and their positions. If a vehicle is not assigned to a specific individual and is available to all authorized District personnel, indicate "motor pool."

Motor Pool - 1989 Hual-Rite Boat Trailer
Motor Pool - 1990 Peterbilt Pumper Tanker
Motor Pool - 1999 KME Aerial Fire Truck
Motor Pool - 2000 Ford Brush Vehicle
Motor Pool - 2002 Fire Safety Education Trailer
Motor Pool - 2003 Ford Expeditions
Motor Pool - 2003 Ford Crew Cab Utility Pick-Up
Motor Pool - 2004 Pierce Fire Truck
Motor Pool - 2014 Ford Ambulance
Motor Pool - 2006 Ford Explorer
Motor Pool - 2010 Haul Rite Boat Trailer
Assigned - 2010 Chevrolet Tahoe - Lieutenant
Assigned - 2016 Chevrolet Tahoe - Chief of Emergency Services
Motor Pool - 2016 Ford E-450 Ambulance

- 9) Did the Fire District make any payments to current or former commissioners or employees for severance or termination? NO If "yes," attach explanation including amount paid.
- 10) Did the Fire District make any payments to current or former commissioners or employees that were contingent upon the performance of the Fire District or that were considered discretionary bonuses? NO If "yes," attach explanation including amount paid.
- 11) Does the Fire District contract with another entity (i.e.: volunteer fire company, neighboring municipality, etc.) to provide fire protection or EMS services within the Fire District? YES
- 12) If the answer to #11 above is "yes," did the Fire District execute a written agreement with the entity that details the services that the entity will provide and the amount to be paid by the Fire District to the entity for the services provided? YES If "yes," attach a copy of the agreement. If "no," attach a description of the arrangement for services with the entity including the services provided and the basis for the amount paid by the Fire District to the entity. Also explain why the Fire District does not have a formal written agreement with the entity.
- 13) Does the Fire District have a Length of Service Award Program (LOSAP) plan? YES

If "yes," indicate a) the year it was implemented; 2001

b) the total number of volunteer members presently eligible to participate; approximately 100

c) the total number of volunteer members presently vested; approximately 40

d) whether the annual contribution for each vested member is fixed or based on an automatic increase; Increases are per CPI adjustments published by DLGS

e) the total LOSAP budgeted for the current year; \$217,460 for all organizations

and f) whether the Fire District has required the Plan Contractor to submit its annual financial statement to the Director of the Division of Local Government Services pursuant to N.J.A.C. 5:30-14.49. Annual LOSAP Audit is submitted to DLGS.

**SHARED SERVICES AGREEMENT
BETWEEN BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT NO.1 OF
HOPEWELL BOROUGH AND THE BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1
JANUARY 1, 2017 TO DECEMBER 31, 2018**

THIS AGREEMENT dated as of January 1, 2017 by and between The Board of Fire Commissioners of Fire District No. 1 of Hopewell Borough ("Borough Board") and The Board of Fire Commissioners Hopewell Township Fire District No. 1 ("Township Board").

WITNESSETH THAT:

WHEREAS, the Borough Board is responsible for certain fire inspection services pursuant to the Uniform Fire Safety Act (N.J.S.A. 52:27D-195 et. seq.) (the "Fire Safety Act"); and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.), the Borough Board desires to contract with the Township Board for provision of fire inspection services and certain other services required by The Fire Safety Act; and

WHEREAS, the Township Board and the Borough Board are both "local units," and the fire inspection services and other certain services to be provided are "shared services" within the meaning of N.J.S.A. 40A:65-3; and

WHEREAS, the Township Board and the Borough Board have each by resolution authorized the entry into this agreement, with a copy of this agreement available for public inspection at the offices of both the Township Board and the Borough Board respectively, and on file with The Division of Local Government Services in the Department of Community Affairs, pursuant to the provisions of N.J.S.A. 40A:65-4, and 5; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Scope of Services.** The Township Board agrees to provide to the Borough Board, for the benefit of the residents of Hopewell Borough, all fire inspection services required by the Fire Safety Act and any other related statute of the State of New Jersey (the "Services").

2. **Fee for the Services.** In connection with the provision of the Services, the Township Board shall have the right to collect all fees relating to the Services, as provided by the applicable statutes.

3. **Liability.** The Borough Board and the Township Board shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, *N.J.S.A. 59:1 et seq.*, arising out of or relating to the performance of any activity under the terms of this Agreement.

4. **Reports.** During the term of this agreement, the Township Board agrees that it will forward monthly reports containing information on the number of inspections, fee revenue from inspections, number of violations, revenue generated by violations and such other information as the parties mutually agree upon.

5. **Meetings.** Upon request, the fire official, and inspectors employed by the Township Board will appear at meetings of the Borough Board to respond to questions that the Borough Board may have regarding the level, quality, and scope of performance relating to all Services provided under this Agreement within Hopewell Borough.

6. **Termination.** Notwithstanding the terms of the agreement set forth herein, upon sixty (60) days written notice, either party may terminate this agreement.

7. **Arbitration.** The parties agree that controversies arising under this Agreement or relating to any alleged breach thereof shall be determined by arbitration in accordance with the rules of the American Arbitration Association in Trenton, New Jersey or at a location mutually agreed upon by the parties. It is understood that such arbitration is final and binding upon the parties and by executing this Agreement the parties are waiving their rights to seek damages in court, including the right to a jury trial.

8. **Entire Agreement.** This Agreement and the agreements referred to in this Agreement, contain the entire agreement and understanding of the parties and supersede all prior agreements, negotiations, arrangements, and understandings relating to the subject matter of this Agreement.

9. **Amendments and Waivers.** This Agreement may be amended, modified, superseded, or canceled, and any of the terms or conditions of this Agreement may be waived, only by a written instrument signed by each party to this Agreement or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time to require performance of any provision in this Agreement shall not affect the right of that party at a later time to enforce that or any other provision. No waiver by any party of any condition, or of any breach of any term in this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or of any breach of any other term.

10. **Third-Party Beneficiaries.** The provisions of this Agreement are solely between and for the benefit of the respective parties to this Agreement are solely between and for the

benefit of the respective parties to this Agreement and do not inure to the benefit of or confer rights upon any third party.

11. **Severability.** This Agreement shall be interpreted in all respects as if any invalid or unenforceable provision were omitted from this Agreement. All provisions of this Agreement shall be enforced to the full extent permitted by law.

12. **Headings.** The headings of the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not restrict or modify any of the terms or provisions of this Agreement.

13. **Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New Jersey.

14. **Construction.** The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Unless otherwise expressly provided, the words "include" and "including" whenever used in this Agreement shall not limit the preceding words or terms.

15. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and the counterparts shall together constitute one document. Counterparts may be signed and delivered by a party by fax, which shall be binding on that party when faxed, with one or more copies signed in original to be later delivered by express delivery service or mail.

IN WITNESS WHEREOF, the Board and the Township have authorized the individual signing below to execute this Agreement on behalf of their respective entity and to consent to the terms and responsibilities set forth herein. This Agreement shall be dated as of the day and year first written above.

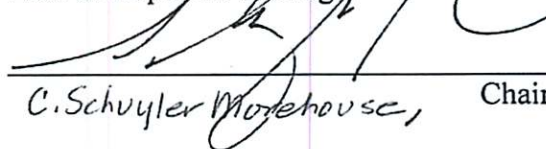
Board of Fire Commissioners
Attest: Hopewell Twp Fire Dist. #1


Clerk Chairman

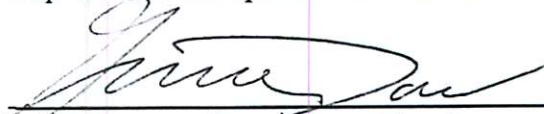
Attest:
Attest:


Clerk

Board of Fire Commissioners of Fire District
No.1 of Hopewell Borough


C. Schuyler Morehouse, Chairman

Attest:
Board of Fire Commissioners
Hopewell Township Fire District No. 1


Gregory Davies, Clerk

**SHARED SERVICES AGREEMENT
BETWEEN HOPEWELL TOWNSHIP AND THE BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO.1
JANUARY 1, 2017 TO DECEMBER 31, 2018**

THIS AGREEMENT dated as of January 1, 2017 by and between the Township of Hopewell, a Municipal Corporation in the State of New Jersey with offices located at 201 Washington Crossing-Pennington Road, Titusville, New Jersey 08560 (the "Township") and The Board of Fire Commissioners Hopewell Township Fire District No. 1 (the "Board").

WITNESSETH THAT:

WHEREAS, the Township is responsible for certain fire inspection services pursuant to the Uniform Fire Safety Act (N.J.S.A. 52:27D-195 et. seq.) (the "Fire Safety Act"); and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.), the Township desires to contract with the Board for provision of fire inspection services and certain other services required by The Fire Safety Act; and

WHEREAS, the Township and the Board are both "local units," and the fire inspection services and other certain services to be provided are "shared services" within the meaning of N.J.S.A. 40A:65-3; and

WHEREAS, the Township and the Board have each by resolution authorized the entry into this agreement, with a copy of this agreement available for public inspection at the offices of both the Board and the Township respectively, and on file with The Division of Local Government Services in the Department of Community Affairs, pursuant to the provisions of N.J.S.A. 40A:65-4, and 5; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Scope of Services.** The Board agrees to provide to the Township, for the benefit of the residents of the Township, the following services: (1) all fire inspection services required by the Fire Safety Act and any other related statute of the State of New Jersey ("Fire Inspection Services").
2. **Fee for the Services.** In connection with the provision of the Services, the Board shall have the right to collect all fees relating to the Services, as provided by the applicable statutes.
3. **Liability.** The Township and the Board shall be responsible for acts of their own negligence consistent with provisions of the New Jersey Tort Claims Act, *N.J.S.A. 59:1 et seq.*, arising out of or relating to the performance of any activity under the terms of this Agreement.
4. **Termination.** Notwithstanding the terms of the agreement set forth herein, upon sixty (60) days written notice, either party may terminate this agreement.

5. **Arbitration.** The parties agree that controversies arising under this Agreement or relating to any alleged breach thereof shall be determined by arbitration in accordance with the rules of the American Arbitration Association in Trenton, New Jersey or at a location mutually agreed upon by the parties. It is understood that such arbitration is final and binding upon the parties and by executing this Agreement the parties are waiving their rights to seek damages in court, including the right to a jury trial.

6. **Entire Agreement.** This Agreement and the agreements referred to in this Agreement, contain the entire agreement and understanding of the parties and supersede all prior agreements, negotiations, arrangements, and understandings relating to the subject matter of this Agreement.

7. **Amendments and Waivers.** This Agreement may be amended, modified, superseded, or canceled, and any of the terms or conditions of this Agreement may be waived, only by a written instrument signed by each party to this Agreement or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time to require performance of any provision in this Agreement shall not affect the right of that party at a later time to enforce that or any other provision. No waiver by any party of any condition, or of any breach of any term in this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or of any breach of any other term.

8. **Third-Party Beneficiaries.** The provisions of this Agreement are solely between and for the benefit of the respective parties to this Agreement and do not inure to the benefit of or confer rights upon any third party.

9. **Severability.** This Agreement shall be interpreted in all respects as if any invalid or unenforceable provision were omitted from this Agreement. All provisions of this Agreement shall be enforced to the full extent permitted by law.

10. **Headings.** The headings of the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not restrict or modify any of the terms or provisions of this Agreement.

11. **Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New Jersey.

12. **Construction.** The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Unless otherwise expressly provided, the words "include" and "including" whenever used in this Agreement shall not limit the preceding words or terms.

13. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and the counterparts shall together constitute one document.

counterparts may be signed and delivered by a party by fax, which shall be binding on that party when faxed, with one or more copies signed in original to be later delivered by express delivery service or mail.

IN WITNESS WHEREOF, the Board and the Township have authorized the individual signing below to execute this Agreement on behalf of their respective entity and to consent to the terms and responsibilities set forth herein. This Agreement shall be dated as of the day and year first written above.

Board of Fire Commissioners of Fire District
No.1 of Hopewell Township

Michael Chipowsky
Chairman

Timothy M. Lynch
Secretary

ATTEST:

MR. A. Gynn
Signature

J. Gynn
Signature

TOWNSHIP OF HOPEWELL

Howard A. White
Mayor

ATTEST:

Laurie E. Bomp
Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF PENNINGTON AND THE
BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO.1
JANUARY 1, 2015 TO DECEMBER 31, 2016**

THIS AGREEMENT dated as of 1 / 1 / 2015 by and between the Borough of Pennington, a municipal corporation of the State of New Jersey (the "Borough") and the Board of Fire Commissioners Hopewell Township Fire District No.1 (the "Board").

WITNESSETH THAT:

WHEREAS, the Borough is responsible for certain fire inspection services pursuant to the Uniform Fire Safety Act (N.J.S.A. 52:27D-195 et. seq.) (the "Fire Safety Act"); and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.), the Borough desires to contract with the Board for provision of fire inspection services and certain other services required by The Fire Safety Act; and

WHEREAS, the Borough and the Board are both "local units" and the fire inspection services and other certain services are "shared services" within the meaning of N.J.S.A.40A:65-3; and

WHEREAS, the Borough and the Board have each by Resolution authorized the entry into this Agreement, with a copy being available for public inspection at the offices of both the Borough and the Board respectively, and on file with The Division of Local Government Services in the Department of Community Affairs, pursuant to the provisions of N.J.S.A. 40A:65-4, and 5; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. The term of this Shared Services Agreement shall be two years from January 1, 2015 to December 31, 2016.

2. **Scope of Services**. The Board agrees to provide to the Borough, for the benefit of the residents of the Borough, all fire inspection services required by the Fire Safety Act and any other related statute of the State of New Jersey (the "Services").

3. **Fee for the Services.** In connection with the provision of the Services, the Board shall have the right to collect all fees relating to the Services, as provided by the applicable statutes.

4. **Liability.** The Borough and the Board shall be responsible for acts of their own negligence consistent with a provisions of the New Jersey Tort Claims Act, *N.J.S.A. 59:1 et seq.*, arising out of or relating to the performance of any activity under the terms of this Agreement.

4. **Reports.** During the term of this agreement, the Board agrees that it will forward monthly reports containing information on the number of inspections, fee revenue from inspections, number of violations, revenue generated by violations and such other information as the parties mutually agree upon.

5. **Meetings.** Upon request, the inspectors employed by the Board will appear at meetings of the Borough to respond to questions that the Borough may have regarding the level, quality, and scope of performance relating to all Services provided under this Agreement.

6. **Termination.** Notwithstanding the terms of the agreement set forth herein, upon sixty (60) days written notice, either party may terminate this agreement.

7. **Arbitration.** The parties agree that controversies arising under this Agreement or relating to any alleged breach thereof shall be determined by arbitration in accordance with the rules of the American Arbitration Association in Trenton, New Jersey or at a location mutually agreed upon by the parties. It is understood that such arbitration is final and binding upon the parties and by executing this Agreement the parties are waiving their rights to seek damages in court, including the right to a jury trial.

8. **Entire Agreement** . This Agreement and the agreements referred to in this Agreement, contain the entire agreement and understanding of the parties and supersede all prior agreements, negotiations, arrangements, and understandings relating to the subject matter of this Agreement.

9. **Amendments and Waivers.** This Agreement may be amended, modified, superseded, or canceled, and any of the terms or conditions of this Agreement may be waived, only by a written instrument signed by each party to this Agreement or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time to require performance of any provision in this Agreement shall not affect the right of that party at a later time to enforce that or any other provision. No waiver by any party of any condition, or of any breach of any term in this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or of any breach of any other term.

10. **Third-Party Beneficiaries.** The provisions of this Agreement are solely between and for the benefit of the respective parties to this Agreement and do not inure to the benefit of or confer rights upon any third party.

11. **Severability.** This Agreement shall be interpreted in all respects as if any invalid or unenforceable provision were omitted from this Agreement. All provisions of this Agreement shall be enforced to the full extent permitted by law.

12. **Headings.** The headings of the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not restrict or modify any of the terms or provisions of this Agreement.

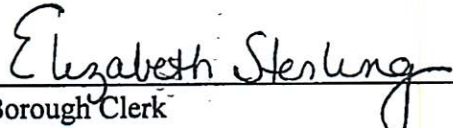
13. **Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New Jersey.

14. **Construction.** The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Unless otherwise expressly provided, the words "include" and "including" whenever used in this Agreement shall not limit the preceding words or terms.

15. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and the counterparts shall together constitute one document. Counterparts may be signed and delivered by a party by fax, which shall be binding on that party when faxed, with one or more copies signed in original to be later delivered by express delivery service or mail.

Signed as of the date first written above.

Attest:


Borough Clerk

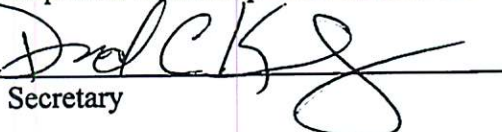
Borough of Pennington
County of Mercer


Mayor

Attest:


Chairman

Board of Fire Commissioners
Hopewell Township Fire District No. 1


Secretary

AGREEMENT FOR FIRE PROTECTION AND SERVICES

This AGREEMENT, made on this 26 day of August, 2016, between the HOPEWELL TOWNSHIP, FIRE DISTRICT NO.1, BOARD OF FIRE COMMISSIONERS, a body politic duly existing under the laws of the State of New and having its offices located a 201 Washington Crossing-Pennington Road, Hopewell Township, New Jersey, 08560, ("Township Board"), and THE BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT NO.1 OF HOPEWELL BOROUGH, a body politic existing under the laws of the State of New Jersey with the offices located at P.O. Box 141, Hopewell, New Jersey, 08525, ("Borough").

RECITALS:

WHEREAS, the Township Board pursuant to N.J.S.A. 40-A: 14-81 et seq. is responsible for regulating all aspects of fire prevention, extinguishment of fires, regulation of fire hazards and Emergency Medical Services ("EMS") within Hopewell Township, Mercer County, State of New Jersey; and

WHEREAS, the Borough Board through the Hopewell Borough Fire Department, Station # 51, agrees to provide primary fire protection and EMS services to that portion of Hopewell Township on an attached map made a part hereof as Exhibit 'A' ("Area of Primary Responsibility"), and further agrees to respond to other areas of Hopewell Township on a mutual aid basis as is determined by the respective Board of Fire Commissioners.

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) and N.J.S.A. 26:2K-61, the Borough Board desires to contract with the

Township Board for provision of Primary Fire Protection and EMS services for the Area of Primary Responsibility; and

WHEREAS, the Township Board and the Borough Board are both "local units" and Primary Fire Protection are "shared devices" within the meaning of N.J.S.A. 40A:65-3;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree for themselves, their successors and assigns as follows:

1: Scope of Services

The Borough Board agrees to provide fire protection and EMS services within the Area of Primary Responsibility and shall provide manpower and equipment, to include Apparatus, for such services as needed, and will employ standard practices when providing said services. In the event the Borough Board is unable to respond to either a fire or EMS call, the Borough Board shall use its best efforts to provide for a standby Fire or EMS Company. The Borough Board also agrees to enlist the aid and further advance the services of adjacent Fire and EMS Companies to assure the fullest protection within their area of primary responsibility.

2: Compensation

The Township agrees to pay an annual fee that shall represent a portion of the annually presented fire district budget of the Borough Board. The Township Board shall not be held responsible for the purchase or maintenance of equipment and facilities or any employee or employee related expenses of the Borough Board, unless specifically agreed. Said Annual Fee

shall be 70% of the total fire district budget of the Borough Board as approved by the voters or governing body.

3: Responsibilities of Parties

The Township Board and Borough Board both agree to indemnify and hold each other harmless from any demands, claims, suits, causes of action or demands, including attorneys' fees and costs and expenses of suit, which may arise as a result of the negligence of the Borough Board's operations pursuant to this Agreement.

This cause shall not preclude either Board from enforcing any rights or covenants as set forth in this Agreement.

The Township Board and Borough agree to each maintain LIABILITY coverage in a minimum amount of One Million Dollars (\$1,000,000.00) with each being named as an additional insured on the other's liability policy.

4: Representation and Reports

The Borough Board agrees to provide in-person representation at the Township Board monthly business meeting by a representative or agent of the Borough Board capable of responding to Township Board questions and/or taking requests by the Township Board back to the Borough Board for follow-up or action if required. The Borough Board agrees to provide the Township Board each month with a report of the number and types of calls to which the Borough Board's fire department and EMS responded during the month and with a year-end annual report setting forth the nature and total number of all calls responded to by the Borough Board within the area of primary responsibility. The Township Board may request additional

information in terms of reporting to which the Borough Board will respond if such information is reasonably attainable.

5: Effect of Agreement

The parties hereunto agree to bind themselves only to the terms of this Agreement. No legal liability of any kind is imposed on either party unless specifically set forth in this Agreement.

6: Purchase of Apparatus

During the term of any lease purchase, loan, or other type of financing utilized for the acquisition of any Apparatus used for Fire or EMS response calls, the respective interests of each party shall be the actual amount of all monies paid by each for the acquisition of the subject Apparatus.

By way of example, if a truck is purchased for a price of \$100,000, and Township Board paid \$70,000 (70%) and Borough Board has paid \$30,000 (30%), pursuant to the terms of this Agreement, Hopewell Township may purchase Hopewell Borough's interest for \$30,000 and conversely Hopewell Borough may purchase Hopewell Township's interest for \$70,000.

Following the end on any lease purchase, lease, loan, or other instrument used for the acquisition of the Apparatus, the value shall be determined by the independent appraisal, performed by an independent appraiser who shall be selected by mutual agreement of the parties, or by other valuation mechanism acceptable to the parties. Upon a value being determined by the independent appraiser or other mechanism, the purchase price shall be determined by calculating the percentage of the purchase price paid by each party for the subject vehicle.

7: Apparatus

Should this agreement be terminated for any reason, or should the Borough Board no longer provide primary fire or EMS protection to that portion of Hopewell Township identified as Exhibit 'A', and other areas of Hopewell Township on a mutual aid basis, then with respect to all Apparatus purchased pursuant to this Agreement and all predecessor Agreements, either Board may notify the other of an intention to acquire the other Board's interest with the consent of the other Board.

8: Debt Service

The township Board, in accordance with N.J.S.A. 40A 4-45 through 45.47, may separate the debt service incurred for the purchase of capital equipment and apparatus referenced in paragraphs 6 and 7 above, including any increases or decreases in such debt service, from those amounts raised by taxation to fund its annual fire district budget by disclosure of such debt service amounts on the New Jersey Department of Community Affairs, Local Government Services unit, annual fire district budget worksheet. The amount disclosed shall be the Township Board's portion of the debt service for Capital Appropriations for capital equipment and Fire Apparatus as set forth in paragraphs 6 and 7 above, which shall be payable to the Borough Board as part of the Annual Fee arrangement set forth in paragraph 2 above.

9: LOSAP

The Township Board, in accordance with N.J.S.A. 40A: 4-45 through 45.47, may separate all monies raised for the Length of Service Award Program ("LOSAP") from those amounts raised by taxation to fund its annual fire district budget, by disclosure of such amounts raised for LOSAP on the New Jersey Department of Community Affairs, Local Government

Services Unit, annual fire district budget worksheet. The amount disclosed shall be the Township Board's portion of the LOSAP payments made on behalf of the volunteer firefighters serving Hopewell Township pursuant to this Agreement. The Township Board's portion of the LOSAP payments contemplated in this paragraph shall be paid annually by the township Board to the LOSAP provider designated by the Borough Board in accordance with the percentage as stated in paragraph 2 above.

10: Term of Agreement

This Agreement shall be effective, retroactive to January 1, 2016, upon approval by the Township Board and the Borough Board and shall continue in full force and effect for five (5) years or until earlier terminated by either party. This Agreement may be terminated, effective on any anniversary date hereof, upon one (1) year's prior written notice of termination by either party.

11: Standards of Performance

On an annual basis, the respective Boards shall meet, negotiate and ultimately establish mutually agreed upon levels of service to be met by the Borough Board for Fire and EMS Calls. If at this annual meeting it is determined that the Borough Board is unable to provide the previously agreed upon levels of service, on a repetitive basis and to such degree that the purposes of this Agreement are detrimentally affected, the financial payments to the Borough Board provided for herein may be renegotiated to reflect the level of service actually provided.

12: Approval

The annual Fee due under this Agreement shall be contingent upon the approval of the Township Board's and Borough Board's respective Annual Fire District Budgets at their elections pursuant to N.J.S.A. 40A:14-72 et seq. In the event that either or both budgets are defeated at the respective annual election the parties shall negotiate the Annual Fee under this Agreement for the calendar year covered by the election.

13: Payments

Sums due and owing pursuant to this Agreement shall be paid in payments which will coincide with payments received by the Township Board from the Township Tax Collector pursuant to N.J.S.A. 40A: 14-79 et seq. Said payments shall be in the same percentage as the fees received by the Township Board and Tax Collector.

14: Apparatus

When the purchase of Fire or EMS Apparatus is deemed necessary by the Borough Board in order to provide the emergency fire and EMS protection to the Township Board as described in the Scope of Services in this Agreement, the respective Boards agree as follows:

The Borough Board has primary responsibility to provide a rolling ten-year Fire and EMS Apparatus Replacement Schedule listing the existing and any proposed additional Apparatus. The specifications for any new apparatus will be shared with the Township Board for their review and comment. The Borough Board will consider comments prior to initiating approval through Hopewell Borough municipal referendum and before soliciting public bids for the provision of the apparatus.

The Township Board will likewise initiate and obtain the approval of the eligible voters of Hopewell Township pursuant to the provisions of N.J.S.A. 40A:14-1 et seq.

The percentage of the apparatus cost to be contributed by each Board will be negotiated as part of the initial purchase planning. If no specific terms are set, the contribution ratio will be that set by Paragraph 2 of this document.

15: Sale of Fire or Emergency Medical Apparatus

In the event that the Borough Board desires to sell any Apparatus acquired with funds received from the Township Board, the Borough Board shall first notify the Township Board of such intent by certified mail. Upon receipt of notification, the Township Board shall have the option to elect to purchase said vehicle at the lowest of the following prices:

(a) The amount paid by Hopewell Borough for the purchase of the subject vehicle. See example set forth in a paragraph 6 of this Agreement.

(b) Any other amount agreed upon by the two Boards.

Should the Township Board intend to exercise its rights as set forth herein, it shall provide written notification to the Borough Board, within thirty days of receipt of notification, that the Township Board intends to exercise its option to purchase the apparatus.

Should the Township Board not exercise its rights to acquire said apparatus it shall be the responsibility of the Borough Board to dispose of the said apparatus. If the apparatus is sold, the proceeds will be applied to the fire district budget for the future purchase of new or replacement Apparatus or to fund the operating expenses of the Borough Board, thereby reducing the Annual Fire District Budget which is presented to the Township Board, and ultimately to the voters of

Hopewell Township and Hopewell Borough at their annual elections pursuant to N.J.S.A.
40A:14-72 *et seq.*

16: Complete Agreement

This Agreement sets forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties.

17: Notices

Unless otherwise stated herein, any notices or communications under this Agreement shall be in writing and shall be hand-delivered, mailed or e-mailed to the party receiving such communication at the address specified above or such other address as either party may in future specify to the other party.

18: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

19: Dispute Resolution

In the event of any dispute under this Agreement and by mutual agreement between the parties, such disputes shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award may be entered in any Court having jurisdiction thereof. The arbitration shall be supervised by an independent mediator to be selected by the parties.

20: Waiver

Failure on any party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

21: Successors

This Agreement shall be binding upon the parties- respective successors and permitted assigns.

22: Severability

In the event anyone or more of the provisions of this Agreement or any Schedule is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

ADDENDUM

The Borough Board will endeavor to develop policies and procedures geared to lowering the ISO rating of the Borough and the regional districts.

SIGNATURE PAGE FOLLOWS:


IN WITNESS WHEREOF, the parties hereunto set their signatures and seals to the foregoing 10
page AGREEMENT FOR FIRE PROTECTION SERVICES this 26 day of
August, 2016.

Attest:

HOPEWELL TOWNSHIP, FIRE DISTRICT NO. 1,

Board of Fire Commissioners

By:



Michael Chipowsky, Chairman

HOPEWELL BOROUGH, FIRE DISTRICT NO. 1,

Board of Fire Commissioners

By:



C. Schuyler Morehouse, Chairman

AGREEMENT FOR FIRE PROTECTION AND SERVICES

This AGREEMENT, made on this 13 day of December, 2016, between the HOPEWELL TOWNSHIP, FIRE DISTRICT NO.1, BOARD OF FIRE COMMISSIONERS, a body politic duly existing under the laws of the State of New and having its offices located at 201 Washington Crossing-Pennington Road, Hopewell Township, New Jersey, 08560, ("Township Board"), and THE BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT NO.1 OF PENNINGTON BOROUGH, a body politic existing under the laws of the State of New Jersey with the offices located at 120 Broemel Place, PO Box 387, Pennington, New Jersey 08534, ("Pennington Board").

RECITALS:

WHEREAS, the Township Board pursuant to N.J.S.A. 40-A: 14-81 et seq. is responsible for regulating all aspects of fire prevention, extinguishment of fires, regulation of fire hazards within Hopewell Township, Mercer County, State of New Jersey; and

WHEREAS, the Pennington Board through the Pennington Fire Company, Station # 51, agrees to provide primary fire protection services to that portion of Hopewell Township on an attached map made a part hereof as Exhibit 'A' ("Area of Primary Responsibility"), and further agrees to respond to other areas of Hopewell Township on a mutual aid basis as is determined by the respective Board of Fire Commissioners.

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) and N.J.S.A. 26:2K-61, the Pennington Board desires to contract with the

Township Board for its provision of Primary Fire Protection services for the Area of Primary Responsibility; and

WHEREAS, the Township Board and the Pennington Board are both "local units" and Primary Fire Protection are "shared devices" within the meaning of N.J.S.A. 40A:65-3;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree for themselves, their successors and assigns as follows:

1: Scope of Services

The Pennington Board agrees to provide emergency fire protection services within the Area of Primary Responsibility and to provide manpower and equipment, to include Apparatus, for such services as needed, and will employ standard practices when providing said services. In the event the Pennington Board is unable to respond to a fire call, the Pennington Board shall use its best efforts to provide for a standby Fire Company. The Pennington Board also agrees to enlist the aid and further advance the services of adjacent Fire Companies to assure the fullest protection within their area of primary responsibility.

2: Compensation

The Township agrees to pay an annual fee that shall represent a portion of the annually presented fire district budget of the Pennington Board. Unless specifically agreed, the Township Board shall not be held responsible for the purchase or maintenance of equipment and facilities or any employee or employee related expenses of the Pennington Board, unless specifically

agreed. Said Annual Fee shall be 76% of the total fire district budget of the Borough Board as approved by the voters or governing body for the calendar year commencing January 1, 2016.

3: Responsibilities of Parties

The Township Board and Pennington Board both agree to indemnify and hold each other harmless from any demands, claims, suits, causes of action or demands, including attorneys' fees and costs and expenses of suit, which may arise as a result of the negligence of the Pennington Board's operations pursuant to this Agreement.

This clause shall not preclude either Board from enforcing any rights or covenants as set forth in this Agreement.

The Township Board and Pennington Board agree to each maintain LIABILITY coverage in a minimum amount of One Million Dollars (\$1,000,000.00) with each being named as an additional insured on the other's liability policy.

4: Representation and Reports

The Pennington Board agrees to use its best efforts to provide in-person representation at least one of the Township Board's bi-monthly business meetings by a representative or agent of the Pennington Board capable of responding to Township Board questions and/or taking requests by the Township Board back to the Pennington Board for follow-up or action if required. The Pennington Board agrees to provide the Township Board each month with a report of the number and types of calls to which the Pennington Board's fire company responded during the month, and with a year-end annual report setting forth the nature and total number of all calls responded to by the Pennington Board within the area of primary responsibility. The Township Board may

request additional information in terms of reporting to which the Pennington Board will respond if such information is reasonably attainable.

5: Effect of Agreement

The parties hereunto agree to bind themselves only to the terms of this Agreement. No legal liability of any kind is imposed on either party unless specifically set forth in this Agreement.

6: Purchase of Apparatus

During the term of any lease purchase, loan, or other type of financing utilized for the acquisition of any Apparatus used for fire response calls, the respective interests of each party shall be the actual amount of all monies paid by each for the acquisition of the subject Apparatus.

By way of example, if a truck is purchased for a price of \$100,000, and Township Board paid \$76, 000 (76%) and Pennington Board has paid \$24,000 (24%), pursuant to the terms of this Agreement, Hopewell may purchase Pennington's interest for \$24,000 and conversely Pennington may purchase Hopewell's interest for \$76,000.

Following the end of any lease purchase, lease, loan, or other instrument used for the acquisition of the Apparatus, the value of the apparatus shall be determined by the independent appraisal, performed by an independent appraiser who shall be selected by mutual agreement of the parties, or by other valuation mechanism acceptable to the parties. Upon a value being determined by the independent appraiser or other mechanism, the purchase price shall be determined by calculating the percentage of the purchase price paid by each party for the subject vehicle.

7: Apparatus

Should this agreement be terminated for any reason, or should the Pennington Board no longer provide primary fire protection to that portion of Hopewell Township identified as Exhibit 'A', and other areas of Hopewell Township on a mutual aid basis, then with respect to all Apparatus purchased pursuant to this Agreement and all predecessor Agreements between the parties, either Board may notify the other of an intention to acquire the other Board's interest with the consent of the other Board.

8: Debt Service

The Township Board, in accordance with N.J.S.A. 40A 4-45 through 45.47, may separate the debt service incurred for the purchase of capital equipment (apparatus) referenced in paragraphs 6 and 7 above, including any increases or decreases in such debt service, from those amounts raised by taxation to fund its annual fire district budget by disclosure of such debt service amounts on the New Jersey Department of Community Affairs, Local Government Services unit, annual fire district budget worksheet. The amount disclosed shall be the Township Board's portion of the debt service for Capital Appropriations for Fire Apparatus as set forth in paragraphs 6 and 7 above, which shall be payable to the Pennington Board as part of the Annual Fee arrangement set forth in paragraph 2 above.

9: LOSAP

The Township Board, in accordance with N.J.S.A. 40A: 4-45 through 45.47, may separate all monies raised for the Length of Service Award Program ("LOSAP") from those amounts raised by taxation to fund its annual fire district budget, by disclosure of such amounts raised for LOSAP on the New Jersey Department of Community Affairs, Local Government

Services Unit, annual fire district budget worksheet. The amount disclosed shall be the Township Board's portion of the LOSAP payments made on behalf of the volunteer firefighters serving Hopewell Township pursuant to this Agreement. The Township Board's portion of the LOSAP payments contemplated in this paragraph shall be paid annually by the Township Board to the LOSAP provider designated by the Pennington Board in accordance with the percentage as stated in Paragraph 2 above.

10: Term of Agreement

This Agreement shall be effective, retroactive to January 1, 2016, upon approval by the Township Board and the Pennington Board and shall continue in full force and effect for five (5) years or until earlier terminated by either party. This Agreement may be terminated, effective on any anniversary date hereof, upon at least one (1) year's prior written notice of termination by either party.

11: Standards of Performance

In January of each year of this Agreement the respective Boards shall meet, negotiate and ultimately establish mutually agreed upon levels of service to be met by the Pennington Board for Fire and Emergency Calls. If at this annual meeting it is determined that the Pennington Board is unable to provide the previously agreed upon levels of service, on a repetitive basis and to such degree that the purposes of this Agreement are detrimentally affected, or it is determined that the levels of service provided by the Pennington Board have appreciably increased from those previously agreed upon, financial payments to the Pennington Board provided for herein may be renegotiated to reflect the level of service actually provided. Any financial adjustment will not become effective until at least the next calendar year's fire district budget and will have

no effect on the previously determined percentage of the acquisition costs to be paid by each party for apparatus and capital equipment already under contract or previously approved by the voters of Hopewell Township and Pennington Borough.

12: Approval

The Annual Fee due under this Agreement shall be contingent upon the approval of the Township Board's and Pennington Board's respective Annual Fire District Budgets at their elections pursuant to N.J.S.A. 40A:14-72 et seq. In the event that either or both budgets are defeated at the respective annual election, if necessary the parties shall negotiate the Annual Fee under this Agreement for the calendar year covered by the election.

13: Payments

Sums due and owing pursuant to this Agreement shall be paid in payments which will coincide with payments received by the Township Board from the Township Tax Collector pursuant to N.J.S.A. 40A: 14-79 et seq. Said payments shall be in the same percentage as the fees received by the Township Board from Tax Collector.

14: Apparatus

When the purchase of Fire Apparatus is deemed necessary by the Pennington Board in order to provide the emergency fire protection to the Township Board as described in the Scope of Services in this Agreement, the respective Boards agree as follows:

The Pennington Board has primary responsibility to provide a rolling ten-year Fire Apparatus Replacement Schedule listing the existing and any proposed additional Apparatus. The specifications for any new apparatus will be shared with the Township Board for their

review and comment. The Pennington Board will consider comments prior to initiating approval through Pennington Borough municipal referendum and before soliciting public bids for the provision of the apparatus.

The Township Board will likewise initiate and obtain the approval of the eligible voters of Hopewell Township pursuant to the provisions of N.J.S.A. 40A:14-1 et seq.

The two Boards shall agree on the percentage of the cost to be contributed by each Board which shall in no event be higher than that of the annual compensation set forth in Paragraph 2.

15: Sale of Fire Apparatus

In the event that the Pennington Board desires to sell any Apparatus acquired with funds received from the Township Board, the Pennington Board shall first notify the Township Board of such intent by certified mail. Upon receipt of notification, the Township Board shall have the option to elect to purchase said vehicle at the lowest of the following prices:

(a) The amount paid by Pennington for the purchase of the subject vehicle. See example set forth in a paragraph 6 of this Agreement.

(b) Any other amount agreed upon by the two Boards.

Should the Township Board intend to exercise its option to purchase the apparatus, within thirty days of its receipt of the Pennington Board's notice the Township Board shall provide written notification to the Pennington Board that the Township Board intends to purchase the apparatus.

Should the Township Board not exercise its rights to acquire said apparatus it shall be the responsibility of the Pennington Board to dispose of the said apparatus. If the apparatus is sold, the proceeds will be applied to the fire district budget for the future purchase of new or replacement Apparatus or to fund the operating expenses of the Pennington Board, thereby reducing the Annual Fire District Budget which is presented to the Township Board, and ultimately to the voters of Hopewell Township and Pennington Borough at their annual elections pursuant to N.J.S.A. 40A:14-72 et seq.

16: Complete Agreement

This Agreement sets forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties.

17: Notices

Unless otherwise stated herein, any notices or communications under this Agreement shall be in writing and shall be hand-delivered, mailed or e-mailed to the party receiving such communication at the address specified above or such other address as either party may in future specify to the other party.

18: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

19: Dispute Resolution

In the event of any dispute under this Agreement and by mutual agreement between the parties, such disputes shall be settled by arbitration in accordance with the rules of the American

Arbitration Association, and judgment upon the award may be entered in any Court having jurisdiction thereof. The arbitration shall be supervised by an independent mediator to be selected by the parties.

20: Waiver

Failure on any party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

21: Successors

This Agreement shall be binding upon the parties' respective successors and permitted assigns.

22: Severability

In the event anyone or more of the provisions of this Agreement or any Schedule is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

ADDENDUM

The Pennington Board will endeavor to develop policies and procedures geared to lowering the ISO rating of the Borough and the regional districts.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereunto set their signatures and seals to the foregoing 10
page AGREEMENT FOR FIRE PROTECTION SERVICES this _____ day of
_____, 2016.

Attest:

HOPEWELL TOWNSHIP, FIRE DISTRICT NO. 1,

Board of Fire Commissioners

By:



Michael Chipowsky, Chairman

PENNINGTON BOROUGH, FIRE DISTRICT NO. 1,

Board of Fire Commissioners

By:



Mark E. Blackwell, Chairman

**SHARED SERVICES AGREEMENT
BETWEEN BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT NO.1 OF
HOPEWELL TOWNSHIP AND THE TOWNSHIP OF HOPEWELL
JANUARY 1, 2016 TO DECEMBER 31, 2017**

THIS AGREEMENT dated as of March 10, 2016 by and between The Board of Fire Commissioners of Fire District No. 1 of Hopewell Township ("Township Board"), located at 201 Washington Crossing-Pennington Road, Titusville, New Jersey 08560 and The Township of Hopewell ("Township"), a New Jersey Municipal Corporation with a primary business address of 201 Washington Crossing-Pennington Road, Titusville, New Jersey 08560.

WITNESSED THAT:

WHEREAS, the Township Board reimburses the Township for fuel, postage, uniform cleaning, and parts for vehicle repairs; and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.), the Township Board desires to contract with the Township for provision of fuel, postage, uniform cleaning, and parts for vehicle repairs; and

WHEREAS, the Township Board and the Township are both "local units," and the services and items to be provided are "shared services" within the meaning of N.J.S.A. 40A:65-3; and

WHEREAS, the Township Board and the Township have each by resolution authorized the entry into this agreement, with a copy of this agreement available for public inspection at the offices of both the Township Board and the Township respectively, and on file with The Division of Local Government Services in the Department of Community Affairs, pursuant to the provisions of N.J.S.A. 40A:65-4, and 5; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

Scope of Services. The Township agrees to provide to the Township Board, for the benefit of the residents of Hopewell Township, the ability to reimburse the Township for fuel, postage, uniform cleaning, and parts for vehicle repairs.

Termination. The term of this agreement shall be from January 1, 2016 through December 31, 2017. Notwithstanding the term of the agreement as set forth herein, either party may terminate this agreement upon sixty (60) days written notice to the other party.

Arbitration. The parties agree that controversies arising under this Agreement or relating to any alleged breach thereof shall be determined by arbitration in accordance with the rules of the American Arbitration Association in Trenton, New Jersey or at a location mutually agreed upon

by the parties. It is understood that such arbitration is final and binding upon the parties and by executing this Agreement the parties are waiving their rights to seek damages in court, including the right to a jury trial.

Entire Agreement. This Agreement and the agreements referred to in this Agreement, contain the entire agreement and understanding of the parties and supersede all prior agreements, negotiations, arrangements, and understandings relating to the subject matter of this Agreement.

Amendments and Waivers

This Agreement may be amended, modified, superseded, or canceled, and any of the terms or conditions of this Agreement may be waived, only by a written instrument signed by each party to this Agreement or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time to require performance of any provision in this Agreement shall not affect the right of that party at a later time to enforce that or any other provision. No waiver by any party of any condition, or of any breach of any term in this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or of any breach of any other term.

Third-Party Beneficiaries. The provisions of this Agreement are solely between and for the benefit of the respective parties to this Agreement are solely between and for the benefit of the respective parties to this Agreement and do not inure to the benefit of or confer rights upon any third party.

Severability. This Agreement shall be interpreted in all respects as if any invalid or unenforceable provision were omitted from this Agreement. All provisions of this Agreement shall be enforced to the full extent permitted by law.

Headings. The headings of the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not restrict or modify any of the terms or provisions of this Agreement.

Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New Jersey.

Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Unless otherwise expressly provided, the words "include" and "including" whenever used in this Agreement shall not limit the preceding words or terms.

Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and the counterparts shall together constitute one document. counterparts may be signed and delivered by a party by fax, which shall be binding on that party when faxed, with one or more copies signed in original to be later delivered by express delivery service or mail.

IN WITNESS WHEREOF, the Township Board and the Township have authorized the individual signing below to execute this Agreement on behalf of their respective entity and to consent to the terms and responsibilities set forth herein. This Agreement shall be dated as of the day and year first written above.

**Board of Fire Commissioners of Fire District
No.1 of Hopewell Township**

ATTEST:

MICHAEL A. CHIPOWSKY
Chairman

M.A. Cym
Signature

Timothy A. Lynch
Secretary

[Signature]
Signature

TOWNSHIP OF HOPEWELL

ATTEST:

Kevin Kochinski
Mayor, Kevin Kochinski

Lisa Farva
Signature

Laurie E. Gompf
Clerk

Lisa Farva
Signature



TOWNSHIP of HOPEWELL
MERCER COUNTY

OFFICE OF THE MUNICIPAL CLERK

LAURIE E. GOMPF, RMC, CMR
Township Clerk

January 21, 2016

Matthew Martin
Hopewell Township Board of Fire Commissioners
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

RE: Shared Service Agreement between Board of Fire Commissioners Hopewell Township Fire District No. 1 and the Township of Hopewell

Enclosed find a certified copy of Township of Hopewell Resolution #16-16, A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO EXECUTE A SHARED SERVICES AGREEMENT BETWEEN THE BOARD OF FIRE COMMISSIONERS HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1 AND THE TOWNSHIP OF HOPEWELL, adopted by the Township Committee at its January 19, 2016 regular meeting.

Also enclosed find two (2) original executed copies of the agreement by the Township of Hopewell. Please return a copy to my attention for township files when executed by the Board of Fire Commissioners Hopewell Township Fire District No. 1.

Sincerely,

Laurie E. Gompf, RMC
Township Clerk

/lg
Enclosures

TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY

RESOLUTION #16-16

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO EXECUTE
A SHARED SERVICES AGREEMENT BETWEEN THE BOARD OF
FIRE COMMISSIONERS HOPEWELL TOWNSHIP
FIRE DISTRICT NO. 1 AND THE TOWNSHIP OF HOPEWELL

BE IT RESOLVED, on this 19th day of January, 2016 by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that the Mayor be and is hereby authorized to execute a shared services agreement pursuant to N.J.S.A. 40A:65-1 et. seq., with the Board of Fire Commissioners Hopewell Township Fire District No. 1, for provision of fuel, postage, uniform cleaning and parts for vehicle repairs in substantially the same form as the Agreement annexed hereto.

Date Adopted: January 19, 2016

CERTIFICATION

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE COPY OF A *Resolution* ADOPTED
BY THE HOPEWELL TOWNSHIP COMMITTEE
AT A MEETING HELD

January 19, 2016

DATE

Laurie E. Gompf

LAURIE E. GOMPf, MUNICIPAL CLERK

CERTIFICATION
I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE COPY OF A RESOLUTION ADOPTED
BY THE HOPEWELL TOWNSHIP COMMITTEE
AT A MEETING HELD

DATE

LAURIE E. GOMPE MUNICIPAL CLERK

**SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF PENNINGTON
AND THE BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO.1
JANUARY 1, 2016 TO DECEMBER 31, 2017**

THIS AGREEMENT dated as of 2 / 11 / 16 by and between the Borough of Pennington, a municipal corporation of the State of New Jersey (the "Borough"), and the Board of Fire Commissioners Hopewell Township District No. 1 (the "Board").

WITNESSETH THAT:

WHEREAS, the Borough is responsible for providing Emergency Medical Services and Basic Life Support Services ("BLS") within the Borough of Pennington; and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.), and N.J.S.A. 26:2K-61, the Borough desires to contract with the Board for BLS services for the benefit of the residents of the Borough; and

WHEREAS, the Borough and the Board are both "local units" and the BLS services are "shared services" within the meaning of N.J.S.A. 40A:65-3; and

WHEREAS, the Borough and the Board have each by Resolution authorized the entry into this Agreement, with a copy being available for public inspection at the offices of both the Borough and Board respectively, and on file with The Division of Local Government Services in the Department of Community Affairs, pursuant to the provisions of N.J.S.A. 40A:65-4, and 5; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Scope of Services.** The Board agrees to provide to the Borough, for the benefit of the residents of the Borough, emergency BLS services.
2. **Fee for the Services.** In connection with the provision of BLS services, the Board shall charge and the Borough shall pay Three Thousand (\$3,000.00) Dollars per year during the term of this Agreement.
3. **Liability.** The Borough and the Board shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, *N.J.S.A. 59:1 et seq.*, arising out of or relating to the performance of any activity under the terms of this Agreement.

4. **Termination.** Notwithstanding the terms of the agreement set forth herein, upon sixty (60) days written notice, either party may terminate this Agreement.

5. **Arbitration.** The parties agree that controversies arising under this Agreement or relating to any alleged breach thereof shall be determined by arbitration in accordance with the rules of the American Arbitration Association in Trenton, New Jersey or at a location mutually agreed upon by the parties. It is understood that such arbitration is final and binding upon the parties and by executing this Agreement the parties are waiving their rights to seek damages in court, including the right to a jury trial.

6. **Entire Agreement.** This Agreement and the agreements referred to in this Agreement, contain the entire agreement and understanding of the parties and supersede all prior agreements, negotiations, arrangements, and understandings relating to BLS services.

7. **Amendments and Waivers.** This Agreement may be amended, modified, superseded, or canceled, and any of the terms or conditions of this Agreement may be waived, only by a written instrument signed by each party to this Agreement or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time to require performance of any provision in this Agreement shall not affect the right of that party at a later time to enforce that or any other provision. No waiver by any party of any condition, or of any breach of any term in this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or of any breach of any other term.

8. **Third-Party Beneficiaries.** The provisions of this Agreement are solely between and for the benefit of the respective parties to this Agreement and do not inure to the benefit of or confer rights upon any third party.

9. **Severability.** This Agreement shall be interpreted in all respects as if any invalid or unenforceable provision were omitted from this Agreement. All provisions of this Agreement shall be enforced to the full extent permitted by law.

10. **Headings.** The headings of the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not restrict or modify any of the terms or provisions of this Agreement.

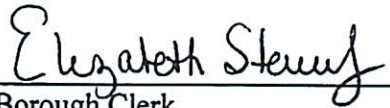
11. **Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New Jersey, as applied to contracts made and to be performed in that state.

12. **Construction.** The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Unless otherwise expressly provided, the words "include" and "including" whenever used in this Agreement shall not limit the preceding words or terms.


13. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and the counterparts shall together constitute one document. Counterparts may be signed and delivered by a party by fax, which shall be binding on that party when faxed, with one or more copies signed in original to be later delivered by express delivery service or mail.

Signed as of the date first written above.

Attest:


Borough Clerk


Borough of Pennington
County of Mercer


Mayor

Attest:


Chairman

Board of Fire Commissioners
Hopewell Township Fire District No. 1


Secretary

FIRE DISTRICT SCHEDULE OF COMMISSIONERS AND OFFICERS
Hopewell Township Fire District No. 1

FISCAL YEAR: January 1, 2017 to December 31, 2017

Complete the attached table for all persons required to be listed per #1-2 below.

- 1) List all of the Fire District's current commissioners and officers and amount of compensation from the Fire District and any other public entities as defined below. Enter zero if no compensation was paid.

Michael Chipowsky, Chairman	\$4,470.00
Michael Cseremsak, Treasurer	\$4,492.50
Joseph Lenarski, Vice Chairman	\$3,135.00
Timothy Lynch, Secretary	\$3,135.00
Donald C. Kintzel, Commissioner	\$4,942.50

- 2) List all of the Fire District's former commissioners and officers who received more than \$10,000 in reportable compensation from the Fire District and any other public entities during the most recent fiscal year completed.
- 3) NONE

Commissioner: A member of the governing body of the Fire District with voting rights. Include alternates for purposes of this schedule.

Officer: A person elected or appointed to manage the Fire District's daily operations at any time during the year, such as the chairperson, vice-chairperson, secretary, or treasurer. For the purposes of this schedule, treat the Fire District's top management official and top financial official as officers, if applicable. A member of the governing body may be both a commissioner and an officer for the purposes of this schedule.

Compensation: All forms of cash and non-cash payments or benefits provided in exchange for services, including salaries and wages, bonuses, severance payments, deferred payments, retirement benefits, fringe benefits, and other financial arrangements or transactions such as personal vehicles, meals, housing, personal and family education benefits, below-market loans, payment of personal or family travel, entertainment, and personal use of the Fire District's property. Compensation includes payments and other benefits provided to both employees and independent contractors in exchange for services.

Reportable compensation: The aggregate compensation that is reported (or is required to be reported) on Form W-2, box 1 or 5, whichever amount is greater, and/or Form 1099-MISC, box 7, for the calendar year 2015.

Other Public Entity: Any municipality, county, local authority, fire district, or other government unit, regardless of whether it is related in any way to the Fire District either by function or by physical location.

2017 FIRE DISTRICT BUDGET

Financial Schedules Section

Instructions:

Input requested information in highlighted boxes only. Information input into yellow boxes will automatically fill throughout the rest of the workbook.
Please round to the nearest whole dollar. No pennies.

The Levy Cap worksheets simplify data entry by having the user enter most data on support pages and some from this sheet. By filling in the highlighted cells on this page, each worksheet will reflect the information and automatically calculate the formulas on each individual worksheet.

Enter the name of the fire district and county below. This will populate the name of the fire district and the county throughout the workbook.

Name of Fire District:

Hopewell Township Fire District No. 1

County:

Mercer

Levy Cap Calculation Summary

2016 Adopted Budget - Amount to be Raised by Taxation	\$	3,342,774
Cap Bank Available from 2014 (See Levy Cap Certification)		130,000
Cap Bank Available from 2015 (See Levy Cap Certification)		-
Cap Bank Available from 2016 (See Levy Cap Certification)		91,608
Cap Bank Used from 2014		
Cap Bank Used from 2015		
Cap Bank Used from 2016		
Changes in Service Provider (+/-)		
DLGS Approved Adjustments		
Cancelled or Unexpended Referendum Amount (Enter as a positive number)		
Assessed Valuation of District for adopted budget		3,958,731,853
New Ratables - Increase in Valuations (New Construction and Additions)		9,902,200
Adopted Fire District Tax Rate (three decimals) per \$100		\$0.085
Projected Tax Rate based upon Proposed Levy		0.086434223

2017 Budget Summary

Hopewell Township Fire District No. 1 Mercer

	<i>2017 Proposed Budget</i>	<i>2016 Adopted Budget</i>	<i>\$ Increase (Decrease) Proposed vs. Adopted</i>	<i>% Increase (Decrease) Proposed vs. Adopted</i>
REVENUES AND FUND BALANCE UTILIZED				
Total Fund Balance Utilized	\$ 265,000	\$ 253,000	\$ 12,000	4.7%
Total Miscellaneous Anticipated Revenues	7,321	4,321	3,000	69.4%
Total Sale of Assets	-	-	-	#DIV/0!
Total Interest on Investments & Deposits	5,205	3,835	1,370	35.7%
Total Other Revenue	45,000	78,462	(33,462)	-42.6%
Total Operating Grant Revenue	-	25,000	(25,000)	-100.0%
Total Revenues Offset with Appropriations	<u>132,394</u>	<u>100,000</u>	<u>32,394</u>	32.4%
Total Revenues and Fund Balance Utilized	454,920	464,618	(9,698)	-2.1%
Amount to be Raised by Taxation to Support Budget	<u>3,430,258</u>	<u>3,342,774</u>	<u>87,484</u>	2.6%
Total Anticipated Revenues	<u>3,885,178</u>	<u>3,807,392</u>	<u>77,786</u>	2.0%
APPROPRIATIONS				
Total Administration	355,481	357,163	(1,682)	-0.5%
Total Cost of Operations & Maintenance	2,975,961	2,762,675	213,286	7.7%
Total Appropriations Offset with Revenue	132,394	100,000	32,394	32.4%
Total Appropriated for Duly Incorporated First Aid/Rescue Squad	-	-	-	#DIV/0!
Total Deferred Charges	-	-	-	#DIV/0!
Cash Deficit, Preceding Year (N.J.S.A. 40A:14-78.6)	-	-	-	#DIV/0!
Length of Service Award Program (LOSAP) Contribution (P.L.1997,c.388)	217,460	238,785	(21,325)	-8.9%
Total Capital Appropriations	-	200,000	(200,000)	-100.0%
Total Principal Payments on Debt Service	188,557	129,632	58,925	45.5%
Total Interest Payments on Debt	<u>15,325</u>	<u>19,137</u>	<u>(3,812)</u>	-19.9%
Total Appropriations	<u>3,885,178</u>	<u>3,807,392</u>	<u>77,786</u>	2.0%
ANTICIPATED SURPLUS (DEFICIT)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	#DIV/0!

2017 Revenue Schedule

Hopewell Township Fire District No. 1
Mercer

	2017 Proposed Budget	2016 Adopted Budget	\$ Increase (Decrease) Proposed vs. Adopted	% Increase (Decrease) Proposed vs. Adopted
Fund Balance Utilized				
Unrestricted Fund Balance	\$ 265,000	\$ 253,000	\$ 12,000	4.7%
Restricted Fund Balance	-	-	-	#DIV/0!
Total Fund Balance Utilized	265,000	253,000	12,000	4.7%
Miscellaneous Anticipated Revenues				
Shared Services (N.J.S.A. 40A:65-1 et seq.)	3,000		3,000	#DIV/0!
Joint Purchasing Agreements (N.J.S.A. 40A:10 & 11)			-	#DIV/0!
Emergency Assistance (N.J.S.A. 40A:14-26)			-	#DIV/0!
Municipal Assistance (N.J.S.A. 40A:14-34)	4,321	4,321	-	0.0%
Municipal Assistance - Adjoin (N.J.S.A. 40A:14-35)			-	#DIV/0!
Contracts - Volunteer Fire Co (N.J.S.A. 40A:14-68)			-	#DIV/0!
Leases - Local Municipality (N.J.S.A. 40A:14-83)			-	#DIV/0!
Rental Income			-	#DIV/0!
Total Miscellaneous Anticipated Revenues	7,321	4,321	3,000	69.4%
Sale of Assets (List Individually)				
			-	#DIV/0!
			-	#DIV/0!
			-	#DIV/0!
			-	#DIV/0!
Total Sale of Assets	-	-	-	#DIV/0!
Interest on Investments & Deposits (List Accounts Separately)				
Northfield Bank - General #3241	185	200	(15)	-7.5%
Northfield Bank - Savings #0238	2,160	900	1,260	140.0%
Northfield Bank - Checking #3266	2,650	2,620	30	1.1%
NJ Cash Management #4171	210	115	95	82.6%
Total Interest on Investments & Deposits	5,205	3,835	1,370	35.7%
Other Revenue (List in Detail)				
Reimbursement from Hopewell Borough Fire District	42,500	39,000	3,500	9.0%
Special Duty Events	2,500	2,500	-	0.0%
Pennington Borough Government - BLS Services		3,000	(3,000)	-100.0%
Healthcare Employee Share Reimbursement		33,962	(33,962)	-100.0%
Total Other Revenue	45,000	78,462	(33,462)	-42.6%
Operating Grant Revenue (List in Detail)				
Supplemental Fire Service Act (P.L.1985,c.295)			-	#DIV/0!
Bristol-Myers Squibb Philanthropy Grant		25,000	(25,000)	-100.0%
			-	#DIV/0!
			-	#DIV/0!
			-	#DIV/0!
Total Operating Grant Revenue	-	25,000	(25,000)	-100.0%
Revenues Offset with Appropriations				
<u>Uniform Fire Safety Act (P.L.1983,c.383)</u>				
Reserves Utilized			-	#DIV/0!
Annual Registration Fees	132,394	100,000	32,394	32.4%
Penalties and Fines			-	#DIV/0!
Other Revenues			-	#DIV/0!
Total Uniform Fire Safety Act	132,394	100,000	32,394	32.4%
<u>Other Revenues Offset with Appropriations (List)</u>				
			-	#DIV/0!
			-	#DIV/0!
			-	#DIV/0!
			-	#DIV/0!
Total Other Revenues Offset with Appropriations	-	-	-	#DIV/0!
Total Revenues Offset with Appropriations	132,394	100,000	32,394	32.4%
TOTAL REVENUES AND FUND BALANCE UTILIZED	\$ 454,920	\$ 464,618	\$ (9,698)	-2.1%

2017 Appropriations Schedule

Hopewell Township Fire District No. 1
Mercer

	2017 Proposed Budget	2016 Adopted Budget	\$ Increase (Decrease) Proposed vs. Adopted	% Increase (Decrease) Proposed vs. Adopted
Administration - Personnel				
Salary & Wages (excluding Commissioners)	\$ 60,840	\$ 56,286	\$ 4,554	8.1%
Commissioners	\$ 20,625	\$ 20,625	-	0.0%
Fringe Benefits	46,996	41,977	5,019	12.0%
Total Administration - Personnel	128,461	118,888	9,573	8.1%
Administration - Other (List)				
Other Admin Expense #1	227,020	238,275	(11,255)	-4.7%
Other Admin Expense #2			-	#DIV/0!
Other Admin Expense #3			-	#DIV/0!
Contingent Expenses			-	#DIV/0!
Other Assets, Non-Bondable #1			-	#DIV/0!
Other Assets, Non-Bondable #2			-	#DIV/0!
Other Assets, Non-Bondable #3			-	#DIV/0!
Total Administration - Other	227,020	238,275	(11,255)	-4.7%
Total Administration	355,481	357,163	(1,682)	-0.5%
Cost of Operations & Maintenance - Personnel				
Salary & Wages	1,090,973	1,005,620	85,353	8.5%
Fringe Benefits	585,682	537,349	48,333	9.0%
Total Operations & Maintenance - Personnel	1,676,655	1,542,969	133,686	8.7%
Cost of Operations & Maintenance - Other (List)				
Other Operations & Maintenance Expense #1	1,175,626	1,144,756	30,870	2.7%
Other Operations & Maintenance Expense #2			-	#DIV/0!
Other Operations & Maintenance Expense #3			-	#DIV/0!
Contingent Expenses			-	#DIV/0!
Other Assets, Non-Bondable #1 HVES	62,500	41,750	20,750	49.7%
Other Assets, Non-Bondable #2 Union Fire	60,180	30,500	29,680	97.3%
Other Assets, Non-Bondable #3 Union Rescue	1,000	2,700	(1,700)	-63.0%
Total Operations & Maintenance - Other	1,299,306	1,219,706	79,600	6.5%
Total Operations & Maintenance	2,975,961	2,762,675	213,286	7.7%
Appropriations Offset with Revenue - Personnel				
Salary & Wages	90,654	60,550	30,104	49.7%
Fringe Benefits	41,740	22,546	19,194	85.1%
Total Appropriations Offset with Revenue - Personnel	132,394	83,096	49,298	59.3%
Appropriations Offset with Revenue - Other (List)				
Other Expense #1		16,904	(16,904)	-100.0%
Other Expense #2			-	#DIV/0!
Other Expense #3			-	#DIV/0!
Contingent Expenses			-	#DIV/0!
Other Assets, Non-Bondable #1			-	#DIV/0!
Other Assets, Non-Bondable #2			-	#DIV/0!
Other Assets, Non-Bondable #3			-	#DIV/0!
Total Appropriations Offset with Revenue - Other	-	16,904	(16,904)	-100.0%
Total Appropriations Offset with Revenue	132,394	100,000	32,394	32.4%
Duly Incorporated First Aid/Rescue Squad Associations				
Vehicles			-	#DIV/0!
Equipment			-	#DIV/0!
Materials & Supplies			-	#DIV/0!
Total Duly Incorporated First Aid/Rescue Squad Associations	-	-	-	#DIV/0!
Emergency Appropriations & Deferred Charges (List)				
Emergency Appropriation #1			-	#DIV/0!
Emergency Appropriation #2			-	#DIV/0!
Emergency Appropriation #3			-	#DIV/0!
Deferred Charge #1 (cite statute)			-	#DIV/0!
Deferred Charge #2 (cite statute)			-	#DIV/0!
Declared State of Emergency (N.J.S.A. 40A:4-45.45 10b)			-	#DIV/0!
Total Deferred Charges	-	-	-	#DIV/0!
Cash Deficit, Preceding Year (N.J.S.A. 40A:14-78.6)			-	#DIV/0!
Length of Service Award Program (LOSAP) Contribution (N.J.S.A. 40A:14-78.6)	217,460	238,785	(21,325)	-8.9%
Total Capital Appropriations	-	200,000	(200,000)	-100.0%
Total Principal Payments on Debt Service	188,557	129,632	58,925	45.5%
Total Interest Payments on Debt	15,325	19,137	(3,812)	-19.9%
TOTAL APPROPRIATIONS	\$ 3,885,178	\$ 3,807,392	\$ 77,786	2.0%

2017 Schedule of Salaries and Benefits

Hopewell Township Fire District No. 1 Mercer

<i>Administrative Positions Excluding Commissioners (List Individually)</i>	<i>Number of Staff</i>	<i>Annual Wages</i>	<i>2017 Proposed Budget Salary & Wages</i>	<i>PERS Contribution</i>	<i>PFRS Contribution</i>	<i>Employee Group Health Insurance</i>	<i>Other Fringe Benefits</i>	<i>2017 Proposed Budget Fringe Benefits</i>
Purchasing Agent	1	\$ 53,228	\$ 53,228	\$ 15,933		\$ 24,116	\$ 6,947	\$ 46,996
Purchasing Agent Overtime	1	2,000	2,000					-
Purchasing Agent Buy Backs	1	5,612	5,612					-
			-					-
			-					-
			-					-
			-					-
			-					-
Total Administration			\$ 60,840	\$ 15,933	\$ -	\$ 24,116	\$ 6,947	\$ 46,996

<i>Operation & Maintenance Positions (List Individually)</i>	<i>Number of Staff</i>	<i>Annual Wages</i>	<i>2017 Proposed Budget Salary & Wages</i>	<i>PERS Contribution</i>	<i>PFRS Contribution</i>	<i>Employee Group Health Insurance</i>	<i>Other Fringe Benefits</i>	<i>2017 Proposed Budget Fringe Benefits</i>
Chief of Emergency Services	1	\$ 120,305	\$ 120,305					\$ -
Chief - Buy Backs	1	12,032	12,032					-
Emergency Services Specialists (8)	1	580,917	580,917		179,032	245,244	161,406	585,682
Emergency Serv Spec Overtime	1	80,000	80,000					-
Per Diem Staff	1	113,200	113,200					-
Special Duty	1	3,150	3,150					-
Lieutenants (2)	1	181,369	181,369					-
			-					-
			-					-
			-					-
			-					-
			-					-
			-					-
Total Operation & Maintenance			\$ 1,090,973	\$ -	\$ 179,032	\$ 245,244	\$ 161,406	\$ 585,682

<i>Salary Offset by Revenue Positions (List Individually)</i>	<i>Number of Staff</i>	<i>Annual Wages</i>	<i>2017 Proposed Budget Salary & Wages</i>	<i>PERS Contribution</i>	<i>PFRS Contribution</i>	<i>Employee Group Health Insurance</i>	<i>Other Fringe Benefits</i>	<i>2017 Proposed Budget Fringe Benefits</i>
Fire Official Salary	1	\$ 82,412	\$ 82,412			\$ 34,260	\$ 7,480	\$ 41,740
Fire Official Buy Backs	1	8,242	8,242					-
			-					-
			-					-
			-					-
			-					-
			-					-
Total Offset by Revenue			\$ 90,654	\$ -	\$ -	\$ 34,260	\$ 7,480	\$ 41,740

Total Administration, Operations & Offset by Revenue			\$ 1,242,467	\$ 15,933	\$ 179,032	\$ 303,620	\$ 175,833	\$ 674,418
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2017 Proposed Capital Budget

Hopewell Township Fire District No. 1
Mercer

CAPITAL IMPROVEMENTS (N.J.S.A. 40A:14-84)

<i>List Project Separately</i>	<i>Asset Type</i>	<i>Date of Local Finance Board Approval</i>	<i>Date of Voter Approval</i>	<i>Affirmative Vote Percentage</i>	<i>2017 Proposed Budget</i>	<i>2016 Adopted Budget</i>
Capital Improvement #1						
Capital Improvement #2						
Capital Improvement #3						
Capital Improvement #4						
Capital Improvement #5						
Capital Improvement #6						
Capital Improvement #7						
Total Capital Improvements					-	-

DOWN PAYMENTS (N.J.S.A. 40A:14-85)

<i>List Project Separately</i>	<i>Asset Type</i>	<i>Date of Local Finance Board Approval</i>	<i>Date of Voter Approval</i>	<i>Affirmative Vote Percentage</i>	<i>2017 Proposed Budget</i>	<i>2016 Adopted Budget</i>
Capital Improvement #1						
Capital Improvement #2						
Capital Improvement #3						
Capital Improvement #4						
Capital Improvement #5						
Capital Improvement #6						
Capital Improvement #7						
Total Down Payments					-	-

Total Capital Improvements & Down Payments

RESERVE FOR FUTURE CAPITAL OUTLAYS

TOTAL CAPITAL APPROPRIATIONS

	200,000
\$ -	\$ 200,000

Capital Appropriations Offset with Restricted Fund
Capital Appropriations Offset with Grants
Capital Appropriations Offset with Unrestricted Fund

Debt Service Schedule - Principal

Hopewell Township Fire District No. 1
Mercer

	Date of Voter Approval	% of Voter Approval	Date of Local Finance Board Approval	Current Year (2016)	2017	2018	2019	2020	2021	2022	Thereafter	Total Principal Outstanding
General Obligation Bonds												
												\$ -
Total Principal - General Obligation Bonds												
Bond Anticipation Notes												
Hopewell Boro - SCBA	02/18/12	71%	n/a	4,220	4,221	4,221	4,221	4,221	4,221	4,221		25,326
Hopewell Boro - Tanker	12/09/10	93%	n/a	11,275	11,667	12,090	12,519	12,963	13,419	13,899		76,557
Pennington Boro - SCBA	02/18/12	71%	n/a	9,443	9,669	9,901	10,138	10,381	10,630	11,838		62,557
Hopewell Boro - Rescue					63,000							63,000
Total Principal - BANs				24,938	88,557	26,212	26,878	27,565	28,270	29,958	-	227,440
Capital Leases												
												-
Total Principal - Capital Leases												
Intergovernmental Loans												
Hopewell Boro - SSV	12/09/10	93%	10/08/10	4,694								-
Total Principal - Intergovernmental Loans				4,694	-	-	-	-	-	-	-	-
Other Bonds or Notes Payable												
Hopewell Twp SCBA	02/18/12	71%	08/08/12	50,000	50,000							50,000
Hopewell Twp Ambulance 2013	02/16/13	68%	08/14/13	25,000	25,000							25,000
Hopewell Twp Ambulance 2016	02/21/15	60%	04/22/15	25,000	25,000							25,000
Total Principal - Other Bonds or Notes				100,000	100,000	-	-	-	-	-	-	100,000
TOTAL PRINCIPAL ALL OBLIGATIONS				\$ 129,632	\$ 188,557	\$ 26,212	\$ 26,878	\$ 27,565	\$ 28,270	\$ 29,958	\$ -	\$ 327,440

Enter each debt issuance separately according to type of debt obligation above. Enter the principal due for each year indicated and thereafter until maturity.

Debt Service Schedule - Interest

Hopewell Township Fire District No. 1
Mercer

	Current Year (2016)	2017	2018	2019	2020	2021	2022	Thereafter	Total Interest Payments Outstanding
General Obligation Bonds									
\$0									\$ -
\$0									-
\$0									-
\$0									-
Total Interest - General Obligation Bonds	-	-	-	-	-	-	-	-	-
Bond Anticipation Notes									
Hopewell Boro - SCBA	1,034	889	739	591	444	296	148		3,107
Hopewell Boro - Tanker	3,627	3,237	2,814	2,385	1,941	1,485	1,004	511	13,377
Pennington Boro - SCBA	1,726	1,499	1,268	1,030	788	539	284		5,408
Hopewell Boro - Rescue									-
Total Interest Payments - BANs	6,387	5,625	4,821	4,006	3,173	2,320	1,436	511	21,892
Capital Leases									
\$0									-
\$0									-
\$0									-
\$0									-
Total Interest Payments - Capital Leases	-	-	-	-	-	-	-	-	-
Intergovernmental Loans									
Hopewell Boro - SSV									-
\$0									-
\$0									-
\$0									-
Total Interest Payments - Intergovernmental	-	-	-	-	-	-	-	-	-
Other Bonds or Notes Payable									
Hopewell Twp SCBA	2,750	1,375							1,375
Hopewell Twp Ambulance 2013	4,313	3,450	2,588	1,725	863				8,626
Hopewell Twp Ambulance 2016	5,688	4,875	4,063	3,250	2,438	1,625	813		17,064
\$0									-
Total Interest Payments - Other Bonds or Notes	12,750	9,700	6,651	4,975	3,301	1,625	813	-	27,065
TOTAL INTEREST ALL OBLIGATIONS	\$ 19,137	\$ 15,325	\$ 11,472	\$ 8,981	\$ 6,474	\$ 3,945	\$ 2,249	\$ 511	\$ 48,957

Enter each debt issuance separately according to type of debt obligation on the "Debt Service - Principal" tab. The debt issuance description will carry to this schedule from data entered on that worksheet. Enter the interest payment due for each year indicated and thereafter until maturity.

Loan Amortization Schedule

SCBA

Enter values	
Loan amount	\$ 60,289.00
Annual interest rate	3.50 %
Loan period in years	10
Number of payments per year	1
Start date of loan	1/1/12
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 7,249.23
Scheduled number of payments	10
Actual number of payments	10
Total early payments	\$ -
Total interest	\$ 12,203.32

Lender name: HVCB

PmtNo.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	1/1/13	\$ 60,289.00	\$ 8,139.02	\$ -	\$ 8,139.02	\$ 6,028.90	\$ 2,110.12	\$ 55,149.88	\$ 2,110.12
2	1/1/14	54,260.10	\$ 7,928.00	-	\$ 7,928.00	\$ 6,028.90	\$ 1,899.10	49,830.90	4,040.36
3	1/1/15	48,231.20	\$ 7,716.99	-	\$ 7,716.99	\$ 6,028.90	\$ 1,688.09	44,325.75	5,784.44
4	1/1/16	42,202.30	\$ 7,505.98	-	\$ 7,505.98	\$ 6,028.90	\$ 1,477.08	38,627.92	7,335.84
5	1/1/17	36,173.40	\$ 7,294.97	-	\$ 7,294.97	\$ 6,028.90	\$ 1,266.07	32,730.66	8,687.82
6	1/1/18	30,144.50	\$ 7,083.96	-	\$ 7,083.96	\$ 6,028.90	\$ 1,055.06	26,627.00	9,833.39
7	1/1/19	24,115.60	\$ 6,872.95	-	\$ 6,872.95	\$ 6,028.90	\$ 844.05	20,309.72	10,765.34
8	1/1/20	18,086.70	\$ 6,661.93	-	\$ 6,661.93	\$ 6,028.90	\$ 633.03	13,771.32	11,476.18
9	1/1/21	12,057.80	\$ 6,450.92	-	\$ 6,450.92	\$ 6,028.90	\$ 422.02	7,004.09	11,958.18
10	1/1/21	6,028.90	\$ 6,239.91	-	\$ 6,239.91	\$ 6,028.90	\$ 211.01	0.00	12,203.32

Hopewell Borough Fire District - SCBA 52 Debt Service Schedule

PmtNo.	Payment Date	Beginning Balance	Extra Payment	HTFD Total Payment	HTFD Principal	HTFD Interest
1	1/1/13	\$ 60,289.00	\$ -	\$ 5,697.31	\$ 4,220.23	\$ 1,477.08
2	1/1/14	\$ 54,260.10	-	\$ 5,549.60	\$ 4,220.23	\$ 1,329.37
3	1/1/15	\$ 48,231.20	-	\$ 5,401.89	\$ 4,220.23	\$ 1,181.66
4	1/1/16	\$ 42,202.30	-	\$ 5,254.19	\$ 4,220.23	\$ 1,033.96
5	1/1/17	\$ 36,173.40	-	\$ 5,106.48	\$ 4,220.23	\$ 886.25
6	1/1/18	\$ 30,144.50	-	\$ 4,958.77	\$ 4,220.23	\$ 738.54
7	1/1/19	\$ 24,115.60	-	\$ 4,811.06	\$ 4,220.23	\$ 590.83
8	1/1/20	\$ 18,086.70	-	\$ 4,663.35	\$ 4,220.23	\$ 443.12
9	1/1/21	\$ 12,057.80	-	\$ 4,515.65	\$ 4,220.23	\$ 295.42
10	1/1/22	\$ 6,028.90	-	\$ 4,367.94	\$ 4,220.23	\$ 147.71

Hopewell Borough Fire District - Tanker 53 Debt Service Schedule

PmtNo.	Payment Date	HBFD			HTFD Total Payment	HTFD Principal	HTFD Interest	Ending Balance	Cumulative Interest
		HBFD Beginning Balance	Scheduled Payment	Extra Payment					
1	1/1/14	\$ 176,603.00	\$ 21,288.92	\$ -	\$ 14,902.24	\$ 10,515.37	\$ 4,386.87	113,106.81	\$ 4,386.87
2	1/1/15	161,549.12	\$ 21,288.92	-	\$ 14,902.24	\$ 10,888.52	\$ 4,013.72	102,218.29	8,400.60
3	1/1/16	145,968.35	\$ 21,288.92	-	\$ 14,902.24	\$ 11,274.91	\$ 3,627.33	90,943.38	12,027.93
4	1/1/17	129,842.26	\$ 21,288.92	-	\$ 14,902.24	\$ 11,666.18	\$ 3,236.07	79,277.20	15,263.99
5	1/1/18	113,151.75	\$ 21,288.92	-	\$ 14,902.24	\$ 12,089.01	\$ 2,813.24	67,188.19	18,077.23
6	1/1/19	95,877.08	\$ 21,288.92	-	\$ 14,902.24	\$ 12,518.00	\$ 2,384.25	54,670.20	20,461.48
7	1/1/20	77,997.79	\$ 21,288.92	-	\$ 14,902.24	\$ 12,962.21	\$ 1,940.04	41,707.99	22,401.51
8	1/1/21	59,492.72	\$ 21,288.92	-	\$ 14,902.24	\$ 13,418.13	\$ 1,484.11	28,289.86	23,885.62
9	1/1/22	40,339.98	\$ 21,288.92	-	\$ 14,902.24	\$ 13,898.35	\$ 1,003.90	14,391.51	24,889.52
10	1/1/23	20,516.89	\$ 21,288.92	-	\$ 14,902.21	\$ 14,391.51	\$ 510.70	0.00	25,400.22

Hopewell Twp. Loan

Compound Period : Annual

Nominal Annual Rate : 2.396 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/01/2012	99,934.00	1		
2 Payment	07/11/2013	11,167.42	1		
3 Payment	07/11/2014	11,167.42	8	Annual	07/11/2021
4 Payment	07/11/2022	12,121.01	1		

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 12/01/2012				99,934.00
2012 Totals	0.00	0.00	0.00	
1 07/11/2013	11,167.42	1,456.33	9,711.09	90,222.91
2013 Totals	11,167.42	1,456.33	9,711.09	
2 07/11/2014	11,167.42	2,161.74	9,005.68	81,217.23
2014 Totals	11,167.42	2,161.74	9,005.68	
3 07/11/2015	11,167.42	1,945.96	9,221.46	71,995.77
2015 Totals	11,167.42	1,945.96	9,221.46	
4 07/11/2016	11,167.42	1,725.02	9,442.40	62,553.37
2016 Totals	11,167.42	1,725.02	9,442.40	
5 07/11/2017	11,167.42	1,498.78	9,668.64	52,884.73
2017 Totals	11,167.42	1,498.78	9,668.64	
6 07/11/2018	11,167.42	1,267.12	9,900.30	42,984.43
2018 Totals	11,167.42	1,267.12	9,900.30	
7 07/11/2019	11,167.42	1,029.91	10,137.51	32,846.92
2019 Totals	11,167.42	1,029.91	10,137.51	
8 07/11/2020	11,167.42	787.01	10,380.41	22,466.51
2020 Totals	11,167.42	787.01	10,380.41	
9 07/11/2021	11,167.42	538.30	10,629.12	11,837.39
2021 Totals	11,167.42	538.30	10,629.12	
10 07/11/2022	12,121.01	283.62	11,837.39	0.00
2022 Totals	12,121.01	283.62	11,837.39	
Grand Totals	112,627.79	12,693.79	99,934.00	

Loan Amortization Schedule

RESCUE 52

\$ 90,000

dwnpymt

COST R52

\$ 675,000

Enter values	
Loan amount	\$ 585,000.00
Annual interest rate	2.50 %
Loan period in years	10
Number of payments per year	1
Start date of loan	2/1/17
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 66,841.38
Scheduled number of payments	10
Actual number of payments	10
Total early payments	\$ -
Total interest	\$ 83,413.76

Total Interest \$ 83,413.76
Total Principal \$ 585,000.00

Lender name: **ROSENBAUER TRUCK CO**
HOPEWELL BOROUGH FIRE DISTRICT#1

****Community Leasing - Lease to Purchase 10 yrs - 2.75% fixed
 Rosenbauer Truck Co.

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	2/1/18	\$ 585,000.00	\$ 66,841.38	\$ -	\$ 66,841.38	\$ 52,216.38	\$ 14,625.00	\$ 532,783.62	\$ 14,625.00
2	2/1/19	532,783.62	66,841.38	-	66,841.38	53,521.79	13,319.59	479,261.84	27,944.59
3	2/1/20	479,261.84	66,841.38	-	66,841.38	54,859.83	11,981.55	424,402.01	39,926.14
4	2/1/21	424,402.01	66,841.38	-	66,841.38	56,231.33	10,610.05	368,170.68	50,536.19
5	2/1/22	368,170.68	66,841.38	-	66,841.38	57,637.11	9,204.27	310,533.57	59,740.45
6	2/1/23	310,533.57	66,841.38	-	66,841.38	59,078.04	7,763.34	251,455.53	67,503.79
7	2/1/24	251,455.53	66,841.38	-	66,841.38	60,554.99	6,286.39	190,900.55	73,790.18
8	2/1/25	190,900.55	66,841.38	-	66,841.38	62,068.86	4,772.51	128,831.68	78,562.70
9	2/1/26	128,831.68	66,841.38	-	66,841.38	63,620.58	3,220.79	65,211.10	81,783.49
10	2/1/27	65,211.10	66,841.38	-	65,211.10	63,580.82	1,630.28	0.00	83,413.76

2017 Fund Balance Reconciliation

Hopewell Township Fire District No. 1 Mercer

UNRESTRICTED FUND BALANCE

Beginning balance January 1, 2016 (1)	\$ 1,870,966
Less: Utilized in 2016 Adopted Budget	253,000
Proposed balance available	1,617,966
Estimated results of operations for the year ending December 31, 2016	
Anticipated balance December 31, 2016	1,617,966
Less: Fund Balance utilized in 2017 Proposed Budget	265,000
Proposed balance after utilization in 2017 Proposed Budget	<u>\$ 1,352,966</u>

RESTRICTED FUND BALANCE

Beginning balance January 1, 2016 (1)	\$ 635,930
Less: Utilized in 2016 Adopted Budget	-
Proposed balance available	635,930
Estimated results of operations for the year ending December 31, 2016	
Anticipated balance December 31, 2016	635,930
Less: Restricted Fund Balance used in 2017 Proposed Budget for Capital Purposes	
Less: Restricted Fund Balance released via Referendum Resolution	-
Proposed balance after utilization in 2017 Proposed Budget	<u>\$ 635,930</u>

(1) This line item must agree to audited financial statements.

2017 Referendums

Hopewell Township Fire District No. 1
Mercer

Summary of Referendum Line Items	2017 Proposed Budget Amount Requested	2016 Final Budget
Total Referendum Line Items	\$ -	\$ -

Tax Levy Requested minus Maximum Allowable Levy

\$ -

As this page is adjusted this amount changes, should = \$0

(For Reference Purposes Only - from Levy Cap Summary based on
Information provided by the district- see instructions.)

Summary of Release of Restricted Fund Balance Referendum Line Items	2017 Proposed Budget Amount Requested	2016 Final Budget
Total Release of Restricted Fund Balance	\$ -	\$ -

2017 Levy Cap Summary

Hopewell Township Fire District No. 1 Mercer

LEVY CAP CALCULATION

Prior Year Amount to be Raised by Taxation for Fire District Purposes	\$ 3,342,774
Changes in Service Provider (+/-)	-
DLGS Approved Adjustments	-
Net Prior Year Tax Levy for Municipal Purposes for Cap Calculation	<u>3,342,774</u>
Plus: 2% Cap Increase	<u>66,855</u>
ADJUSTED TAX LEVY PRIOR TO EXCLUSIONS	<u>3,409,629</u>

Exclusions

Shared Service Exclusion	-
Change in Total Debt Service Appropriation	55,113
Allowable Pension Increases	22,621
Allowable Increase in Health Care Costs	-
Changes in LOSAP Contributions (+/-)	-
Extraordinary Costs due to a "Declared" Emergency	-
Net Capital Improvement Fund and/or Down Payment on Improvements and Reserve for Future Capital Outlays	-
Total Exclusions	<u>77,734</u>
Less: Cancelled or Unexpended Referendum Amounts	-
Increase in Ratable Valuation (New Construction/Additions)	\$ 9,902,200
Prior Year Local Fire District Tax Rate (3 decimals/\$100)	<u>\$0.085 8,417</u>
ADJUSTED TAX LEVY	<u>3,495,780</u>

Amount Utilized from Levy Cap Bank from 2014	-
Amount Utilized from Levy Cap Bank from 2015	-
Amount Utilized from Levy Cap Bank from 2016	-
Maximum Tax Levy Before Referendum	<u>3,495,780</u>
Amount Proposed for Levy Cap Referendum	-
MAXIMUM ALLOWABLE AMOUNT TO BE RAISED BY TAXATION	<u>\$ 3,495,780</u>

CAP BANK CALCULATION

Amount to be Raised by Taxation	\$ 3,430,258
Cap Bank Available from Prior Year (2014) for 2017 Budget	130,000
Cap Bank Available from Prior Year (2015) for 2017 Budget	-
Revised Cap Bank from Prior Year (2015) Available for 2018 Budget	-
Cap Bank Available from Prior Year (2016) for 2017 Budget	<u>91,608</u>
Revised Cap Bank from Prior Year (2016) Available for 2018 Budget	91,608
Cap Bank from Current Year (2017) Available for 2018 Budget	<u>65,522</u>
Cap Bank Available from 2017 for 2018 Budget	<u><u>\$ 65,522</u></u>

Hopewell Township Fire District No. 1
Mercer

Page F-11

2017 Levy Cap Exclusion Calculations

Hopewell Township Fire District No. 1 Mercer

PENSION CONTRIBUTION CALCULATION

2017 Proposed Budget PERS Contribution Appropriated	\$	15,933
2017 Proposed Budget PFRS Contribution Appropriated		179,032
Anticipated Revenues for Fringe Benefits Directly Offsetting Pension Costs		-
Net 2017 Base Amount		194,965
2016 Adopted Budget PERS Contribution		14,406
2016 Adopted Budget PFRS Contribution		157,938
Realized Revenues for Fringe Benefits Directly Offsetting Pension Costs		
Net 2015 Base Amount		172,344
Pension Contribution Exclusion	\$	22,621

LOSAP CALCULATION

2017 Proposed Budget LOSAP Appropriation	\$	217,460
2016 Adopted Budget LOSAP Appropriation		238,785
LOSAP Exclusion (+/-)	\$	-

DEBT SERVICE CALCULATION

2016 Proposed Budget Total Debt Service Appropriation	\$	203,882
2015 Adopted Budget Total Debt Service Appropriation		148,769
Debt Service Exclusion	\$	55,113

CAPITAL APPROPRIATION CALCULATION

2017 Proposed Budget Total Capital Appropriation	\$	-
2017 Proposed Budget Capital Appropriation Offset from Restricted Fund		-
2017 Proposed Budget Capital Appropriation Offset from Grant Revenue		-
2017 Base Amount		-
2016 Adopted Budget Total Capital Appropriation		200,000
2016 Adopted Budget Capital Appropriation Offset from Restricted Fund		-
2016 Adopted Budget Capital Appropriation Offset from Grant Revenue		-
2016 Adopted Budget Capital Appropriation Offset from Unrestricted Fund		-
2016 Base Amount		200,000
Capital Expenditure Exclusion	\$	-

HEALTH INSURANCE EXCLUSION CALCULATION

SFY 2017		2.4%
2017 Proposed Budget Administration Health Insurance Appropriation	\$	24,116
2017 Proposed Budget Operations & Maintenance Health Insurance Appropriation		245,244
2017 Proposed Budget Group Health Insurance		269,360
2016 Adopted Budget Administration Health Insurance Appropriation		21,000
2016 Adopted Budget Operations & Maintenance Health Insurance Appropriation		248,760
2016 Adopted Budget Group Health Insurance		269,760
Net Increase (Decrease)		(400)
Net Increase Divided by 2016 Amount Budgeted = % Increase		0.00%
SFY 2017 State Health Average <u>2.4%</u> Less 2% = % Increase Added to Current Levy		0.00%
% Increase less % Increase Exclusion = % Increase Inside Cap		0.00%
% Increase Inside Cap * 2016 Expended = Added Amount Inside Cap	\$	-
% Increase Exclusion * 2016 Expended = 2017 Appropriation Added to Levy	\$	-
Amount Above the Levy Exclusion (Actual Increase - State Health Benefit Average)	\$	-
2017 Increase in Appropriation	\$	-

Fire District Schedule of Commissioners and Officers (Continued)

Hopewell Township Fire District No. 1
Mercer

Name	Title	Average Hours per Week Dedicated to Position	Position		Reportable Compensation from Fire District (W-2/ 1099)			Estimated amount of other compensation from the Fire District (health benefits, pension, etc.)	Total Compensation from Fire District	Names of Other Public Entities where Individual is an Employee or Member of the Governing Body	Positions held at Other Public Entities Listed in Column N	Average Hours per Week Dedicated to Positions at Other Public Entities Listed in Column N	Reportable Compensation from Other Public Entities (W-2/ 1099)	Estimated amount of other compensation from Other Public Entities (health benefits, pension, payment in lieu of health benefits, etc.)	Total Compensation All Public Entities
			Commissioner	Former Officer	Base Salary/ Stipend	Bonus	Other (auto allowance, expense account, payment in lieu of health benefits, etc.)								
1 Matthew Martin Michael	Chief	40	x		\$ 120,305			\$ 23,996	\$ 144,301						\$ 144,301
2 Chipowsky Michael	Chairman	2	x		4,470				4,470						4,470
3 Cseremsak	Treasurer	2	x		4,943				4,943						4,943
4 Donald C. Kintzel	Commissioner	2	x		4,943				4,943						4,943
5 Joseph Lenarski	Vice Chairman	2	x		3,135				3,135						3,135
6 Timothy Lynch	Secretary	2	x		3,135				3,135						3,135
7 Daniel Schukman	Lieutenant	40		x	82,379			11,230	93,609						93,609
8 Jonathan Moore	Lieutenant	40		x	82,500		5,000	8,251	95,751						95,751
9									-						-
10									-						-
11									-						-
12									-						-
13									-						-
14									-						-
15									-						-
Total:					\$ 305,810	\$ -	\$ 5,000	\$ 43,477	\$ 354,287				\$ -	\$ -	\$ 354,287

Enter the total number of employees/ independent contractors who received more than \$100,000 in total reportable compensation for the most recent fiscal year completed:

1

Schedule of Health Benefits - Detailed Cost Analysis

Hopewell Township Fire District No. 1
Mercer

	# of Covered Members (Medical & Rx) Proposed Budget	Annual Cost Estimate per Employee Proposed Budget	Total Cost Estimate Proposed Budget	# of Covered Members (Medical & Rx) Current Year	Annual Cost per Employee Current Year	Total Current Year Cost	\$ Increase (Decrease)	% Increase (Decrease)
Active Employees - Health Benefits - Annual Cost								
Single Coverage	6	\$ 11,964	\$ 71,784	5	\$ 11,880	\$ 59,400	\$ 12,384	20.8%
Parent & Child			-	1	19,440	19,440	(19,440)	-100.0%
Employee & Spouse (or Partner)	1	23,916	23,916	1	21,180	21,180	2,736	12.9%
Family	6	33,360	200,160	6	32,460	194,760	5,400	2.8%
Employee Cost Sharing Contribution (enter as negative -)							-	#DIV/0!
Subtotal	13		295,860	13		294,780	1,080	0.4%
Commissioners - Health Benefits - Annual Cost								
Single Coverage			-			-	-	#DIV/0!
Parent & Child			-			-	-	#DIV/0!
Employee & Spouse (or Partner)			-			-	-	#DIV/0!
Family			-			-	-	#DIV/0!
Employee Cost Sharing Contribution (enter as negative -)							-	#DIV/0!
Subtotal	0		-	0		-	-	#DIV/0!
Retirees - Health Benefits - Annual Cost								
Single Coverage			-			-	-	#DIV/0!
Parent & Child			-			-	-	#DIV/0!
Employee & Spouse (or Partner)			-			-	-	#DIV/0!
Family			-			-	-	#DIV/0!
Employee Cost Sharing Contribution (enter as negative -)							-	#DIV/0!
Subtotal	0		-	0		-	-	#DIV/0!
GRAND TOTAL	13		\$ 295,860	13		\$ 294,780	\$ 1,080	0.4%

Is medical coverage provided by the SHBP (Yes or No)?

Yes

Is prescription drug coverage provided by the SHBP (Yes or No)?

Yes

Schedule of Accumulated Liability for Compensated Absences

Hopewell Township Fire District No. 1
Mercer

Complete the below table for the Fire District's accrued liability for compensated absences.

Individuals Eligible for Benefit	Gross Days of Accumulated Compensated Absences at January 1, 2016	Dollar Value of Accrued Compensated Absence Liability	Legal Basis for Benefit (check applicable items)		
			Approved Labor Agreement	Resolution	Individual Employment Agreement
Matthew Martin		\$ 108,972			
Sarah Ocicki		2,032			
Robert Bailey		4,250			
Ashley Coble		3,842			
Andrew Fosina		10,207			
Damian Lyness		4,749			
Jonathan Moore		8,574			
John Schafer		14,063			
Daniel Schulman		39,438			
Deron Williams		1,214			
Joshua Wilson		8,938			
Total liability for accumulated compensated absences at January 1, 2016		\$ 206,279			

TOWNSHIP OF HOPEWELL FIRE DISTRICT NO. 1

Governmental Funds

Balance Sheet

December 31, 2015

	General Fund	Special Revenue Fund	Capital Projects Fund	Debt Service Fund	Total Governmental Funds
ASSETS:					
Cash and Cash Equivalents	\$ 2,984,555.78		\$ 180,749.32		\$ 3,165,305.10
Accounts Receivable	6,263.25				6,263.25
Intergovernmental Accounts Receivable:					
Other	267.00				267.00
Total Assets	\$ 2,991,086.03	-	\$ 180,749.32	-	\$ 3,171,835.35
LIABILITIES AND FUND BALANCES:					
Liabilities:					
Accounts Payable	\$ 268,021.57				\$ 268,021.57
Payroll Deductions Payable	2,846.08				2,846.08
Intergovernmental Accounts Payable:					
Other	45,552.06				45,552.06
Total Liabilities	316,419.71	-	-	-	316,419.71
Fund Balances:					
Restricted:					
Capital Projects	434,004.11		180,749.32		614,753.43
New Jersey Unemployment Trust Fund	10,382.37				10,382.37
Dedicated Penalties	10,793.57				10,793.57
Assigned:					
Other Purposes	95,520.21				95,520.21
Designated for Subsequent Year's Expenditures	253,000.00				253,000.00
Unassigned	1,870,966.06				1,870,966.06
Total Fund Balances	2,674,666.32	-	180,749.32	-	2,855,415.64
Total Liabilities and Fund Balances	\$ 2,991,086.03	-	\$ 180,749.32	-	

(Continued)

TOWNSHIP OF HOPEWELL FIRE DISTRICT NO. 1
 Governmental Funds
 Balance Sheet
 December 31, 2015

	Total Governmental Funds
<hr/>	
Amounts reported for <i>governmental activities</i> in the statement of net position (A-1) are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. The cost of capital assets is \$2,221,172.26 and the accumulated depreciation is \$1,593,619.11.	\$ 627,553.15
Deferred outflows and deferred inflows related to pensions represent the consumption and acquisition, respectively, of resources that relate to future periods; therefore, such amounts are not reported in the fund financial statements.	864,114.00
Accounts payable and accrued expenses related to pensions are not liquidated with current financial resources; therefore, such amounts are not recorded in the fund financial statements.	(258,516.00)
Accrued interest payable is not due and payable in the current period and, therefore, is not reported as liabilities in the funds.	(4,632.83)
Long-term liabilities, including bonds payable, pension liability, and compensated absences payable are not due and payable in the current period and therefore are not reported in the funds.	<u>(4,218,803.61)</u>
Net position of governmental activities	<u>\$ (134,869.65)</u>

The accompanying notes to financial statements are an integral part of this statement.

Fire Comm.

**CERTIFICATION OF NEW CONSTRUCTION/IMPROVEMENTS/
PARTIAL ASSESSMENTS**

(N.J.S.A. 40A:4-45.44 et seq.)

Municipality: HOPEWELL

County: MERCER

Fire District Code: F01

Total Number of Fire Districts: 3

File Form CNC-3 by October 25 of the Current Tax Year for All Fire Districts in the Municipality

N.J.S.A. 40A:4-45.44 et seq. provides for a statutory exception to the budget cap imposed on fire districts. It uses, in part, the revenue generated by new construction and improvements in a fire district which were not reflected in the prior year's Tax List.

ASSESSOR: ENTER DATA ON LINES 1 THROUGH 2C, SIGN AND DATE THE FORM, THEN IMMEDIATELY FORWARD FORM CNC-3 TO THE TAX COLLECTOR FOR COMPLETION. SEE REVERSE SIDE.

1. For reference only: Provide the aggregate assessed value for the fire district as filed on the current Tax Year's January 10th Tax List. This is the fire district value as of October 1st of the pre-tax year before Added Assessments.

\$ 2,426,602,600 (1)

2. Provide the total valuation (not prorated) of new construction and improvements from the Added Assessment List filed on October 1st of the current tax year (Line 2a) **minus** the total valuation of any Added Assessment tax appeal reductions from the prior tax year (Line 2b) for the adjusted total valuation of new construction and improvements (Line 2c). **Do not include** Omitted Added Assessments, prior year Added Assessments, Omitted Assessments, or property transferred from the Exempt List to the Tax Assessment List, or any land, whether subdivided or not on Line 2a

\$ 4,890,700 (2a)

— \$ 27,000 (2b)

= \$ 4,863,700 (2c)

Stacy Fox
Assessor Signature

10-21-16
Date

TAX COLLECTOR

3. Provide the Fire District Tax Rate from the current tax year (expressed as a decimal, \$ per hundred).

.00085 (3)

4. Amount of permitted revenue increase =

Line 2c * Line 3

(N.J.S.A. 40A:4-45.45)

\$ 4134.15 (4)

Mary Kennedy Sadzok CTC
Tax Collector Signature

10/24/16
Date

**CERTIFICATION OF NEW CONSTRUCTION/IMPROVEMENTS/
PARTIAL ASSESSMENTS**

(N.J.S.A. 40A:4-45.44 et seq.)

Municipality: HOPEWELL

County: MERCER

Fire District Code: F02

Total Number of Fire Districts: 3

File Form CNC-3 by October 25 of the Current Tax Year for All Fire Districts in the Municipality

N.J.S.A. 40A:4-45.44 et seq. provides for a statutory exception to the budget cap imposed on fire districts. It uses, in part, the revenue generated by new construction and improvements in a fire district which were not reflected in the prior year's Tax List.

ASSESSOR: ENTER DATA ON LINES 1 THROUGH 2C, SIGN AND DATE THE FORM, THEN IMMEDIATELY FORWARD FORM CNC-3 TO THE TAX COLLECTOR FOR COMPLETION. SEE REVERSE SIDE.

1. For reference only: Provide the aggregate assessed value for the fire district as filed on the current Tax Year's January 10th Tax List. This is the fire district value as of October 1st of the pre-tax year before Added Assessments.

\$ 848,342,900 (1)

2. Provide the total valuation (not prorated) of new construction and improvements from the Added Assessment List filed on October 1st of the current tax year (Line 2a) **minus** the total valuation of any Added Assessment tax appeal reductions from the prior tax year (Line 2b) for the adjusted total valuation of new construction and improvements (Line 2c). Do not include Omitted Added Assessments, prior year Added Assessments, Omitted Assessments, or property transferred from the Exempt List to the Tax Assessment List, or any land, whether subdivided or not on Line 2a

\$ 2,572,400 (2a)

— \$ _____ (2b)

= \$ 2,572,400 (2c)


Assessor Signature

10-21-16
Date

TAX COLLECTOR

3. Provide the Fire District Tax Rate from the current tax year (expressed as a decimal, \$ per hundred).

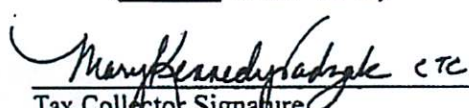
.00085 (3)

4. Amount of permitted revenue increase =

Line 2c * Line 3

(N.J.S.A. 40A:4-45.45)

\$ 2186.54 (4)


Tax Collector Signature

10/24/16
Date

**CERTIFICATION OF NEW CONSTRUCTION/IMPROVEMENTS/
PARTIAL ASSESSMENTS**

(N.J.S.A. 40A:4-45.44 et seq.)

Municipality: HOPEWELL

County: MERCER

Fire District Code: F03

Total Number of Fire Districts: 3

File Form CNC-3 by October 25 of the Current Tax Year for All Fire Districts in the Municipality

N.J.S.A. 40A:4-45.44 et seq. provides for a statutory exception to the budget cap imposed on fire districts. It uses, in part, the revenue generated by new construction and improvements in a fire district which were not reflected in the prior year's Tax List.

ASSESSOR: ENTER DATA ON LINES 1 THROUGH 2C, SIGN AND DATE THE FORM, THEN IMMEDIATELY FORWARD FORM CNC-3 TO THE TAX COLLECTOR FOR COMPLETION. SEE REVERSE SIDE.

1. For reference only: Provide the aggregate assessed value for the fire district as filed on the current Tax Year's January 10th Tax List. This is the fire district value as of October 1st of the pre-tax year before Added Assessments.

\$ 683,786,353 (1)

2. Provide the total valuation (not prorated) of new construction and improvements from the Added Assessment List filed on October 1st of the current tax year (Line 2a) minus the total valuation of any Added Assessment tax appeal reductions from the prior tax year (Line 2b) for the adjusted total valuation of new construction and improvements (Line 2c). Do not include Omitted Added Assessments, prior year Added Assessments, Omitted Assessments, or property transferred from the Exempt List to the Tax Assessment List, or any land, whether subdivided or not on Line 2a

\$ 2,466,100 (2a)

— \$ _____ (2b)

= \$ 2,466,100 (2c)

D. Luch Fox
Assessor Signature

10-21-16
Date

TAX COLLECTOR

3. Provide the Fire District Tax Rate from the current tax year (expressed as a decimal, \$ per hundred).

.00085 (3)

4. Amount of permitted revenue increase =
Line 2c * Line 3
(N.J.S.A. 40A:4-45.45)

\$ 2,096.19 (4)

Mary Kennedy-Ladyak CTC
Tax Collector Signature

10/24/16
Date



State of New Jersey
Department of Community Affairs
Division of Local Government Services
Bureau of Authority Regulation
Fire District Levy Cap Certification for Fiscal Year 2017

Fire District: Hopewell Township Fire District No. 1

Municipality: Titusville

County: Mercer

FD-Code: 1106-01

2016 Levy Cap Calculation Summary

Maximum Allowable Amount to be Raised by Taxation: **\$3,434,382**

Amount to be Raised by Taxation: **\$3,342,774**

Active	By Calendar Year	Allowable	Applied In	Used From	Expired	Available
	2016	\$91,608	\$0	\$0	\$0	\$91,608
	2015	\$0	\$0	\$0	\$0	\$0
	2014	\$130,000	\$0	\$0	\$0	\$130,000
Levy Cap Bank Totals		\$221,607	\$0	\$0	\$0	\$221,607

Expired	By Calendar Year	Allowable	Applied In	Used From	Expired	Available
	2013	\$0	\$0	\$0	\$0	\$0
	2012	\$0	\$0	\$0	\$0	\$0
	2011	\$0	\$0	\$0	\$0	\$0
Levy Cap Bank Totals		(\$2)	\$0	\$0	\$0	\$0

Fire District: Hopewell Township Fire District No. 1

Municipality: Titusville

County: Mercer

FD-Code: 1106-01
