

**State of New Jersey**

DEPARTMENT OF COMMUNITY AFFAIRS

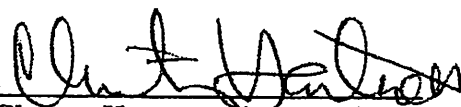
101 SOUTH BROAD STREET

PO Box 803

TRENTON, NJ 08625-0803

CHRIS CHRISTIE
*Governor*KIM GUADAGNO
*Lt. Governor*LORI GRIFFA
*Acting Commissioner***DIVISION OF LOCAL GOVERNMENT SERVICES****2010 CERTIFICATION OF AMOUNTS TO BE RAISED BY TAXATION
TO SUPPORT THE 2010 FIRE DISTRICT BUDGET****Township of Hopewell Fire District No. 1****County of Mercer**

The following amount is herewith approved and certified by
The Director of the Division of Local Government Services to
The Tax Assessor of the Township of Hopewell for the support of the
2010 fire district of the Township of Hopewell Fire District No. 1

AMOUNT TO BE RAISED BY TAXATION: \$2,440,438.00Approved By: Christy Hartnett, Bureau Chief
Bureau of Authority Regulation**Date of Certification: July 19, 2010**



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

LORI GRIFA
Commissioner

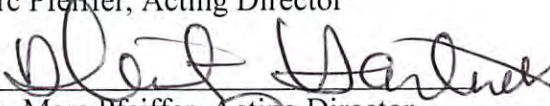
STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
BUREAU OF AUTHORITY REGULATION
TRENTON, N.J.

CERTIFICATION OF AMENDED BUDGET

HOPEWELL TOWNSHIP FIRE DISTRICT #1

It is hereby certified that the amendment attached hereto complies with the requirements of law, and approval is given pursuant to N.J.S.A. 40A:14-78.3

Department of Community Affairs
Division of Local Government Services
Marc Pfeiffer, Acting Director

By 
For: Marc Pfeiffer, Acting Director

Date 7/19/10

MP: ch
Attachment



Township of Hopewell
Fire District No. 1

RESOLUTION 2010 03

RESOLUTION TO AMEND BUDGET

N.J.S.A. 40A:14-78.3

FISCAL YEAR: From January 1, 2010 to December 31, 2010

WHEREAS, the district budget for the year ending December 31, 2010 was introduced on the third day of December, 2009, and

WHEREAS, the public hearing on said budget has been held as advertised; and

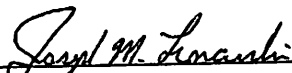
WHEREAS, it is desired to amend said budget, now

THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Hopewell Township Fire District No. 1 that the following amendments to the introduced budget for the year ending December 31, 2010 be made:

		FROM	TO
ANTICIPATED REVENUES			
Fund Balance Utilized			
Unrestricted Fund Balance		233,178	169,776
Amount to be Raised by Taxation to Support the District Budget		2,356,078	2,440,438
Total Anticipated Revenues		<u>2,709,374</u>	<u>2,730,332</u>
ANTICIPATED EXPENSES			
Administration-Contractual Services		82,050	90,898
Cost of Operations - Contracted Services - Fire		471,109	386,689
Cost of Operations - Salary and Wage		675,312	687,422
Change in Total Debt Service		-	39,200
Bond Anticipation Notes - Hopewell Borough		-	45,220
Qualified Capital Leases - Pennington Borough		-	-
Total Anticipated Expenses		<u>2,709,374</u>	<u>2,730,332</u>

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith with the Director of the Division of Local Government Services for his certification of the district budget so amended.

IT IS HEREBY CERTIFIED, that this is a true copy of a resolution amending the budget, adopted by the governing body on the 21st day of January, 2010.


Secretary

Certified: _____

Governing Body Recorded Vote

Member	Aye	Nay	Abstain	Absent
Cseremsak 2 nd	X			
Kintzel M	X			
Lang	X			
Lenarski	X			
Chipowsky	X			

2010

Township of Hopewell
Fire District No. 1

Fire District Budget

Department Of



Community
Affairs

Division of Local Government Services

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

2010 FIRE DISTRICT BUDGET

TRANSMITTAL PACKAGE

Submit all budget related material in one package to: *Division of Local Government Services, Bureau of Authority Regulation, 101 South Broad Street, P.O. Box 803, Trenton, NJ 08625-0803.* Check the boxes of items that are included in budget. Please do not submit more copies than required.

2010 Fire District Budget Document

- ☐ 2 copies of the entire budget workbook, including Budget Pages, Supplemental Sheets, and Levy Cap Calculation Sheets
- ☐ Pages 1a, 1b, and 1c, with signature blocks filled in along with mailing address, phone number, fax number, and e-mail address.
- ☐ Resolution of the Fire District Commissioners is attached with properly recorded vote
- ☐ Proposed hearing date for adoption of Budget reflected in Fire District Budget Resolution
- ☐ Fire District Budget Resolution is signed with original hand written signature
- ☐ Completed Budget message including a description of capital items budgeted along with payment method indicated, as well as, Levy Waiver and Referendum requests outlined if necessary.

Miscellaneous Revenues and Operating Grant Revenues

- ☐ Supporting documentation to substantiate all revenues

Amount to be Raised by Taxation

- ☐ Amount shown on Budget Page 5 does not exceed the allowable amount on LC-1 and equals the amount reflected in the Fire District Budget Resolution for the Proposed Budget and the amount approved by the Director for the Adopted Budget

Capital Outlays (Budget Page 9)

- ☐ Supporting documentation reflecting the date of election held and recorded vote on the acquisition of capital assets has been submitted

2010 Fire District Information

Please fill out the following information regarding this Fire District:

Name of Fire District:	Hopewell Township Fire District No.1		
Address:	201 Washington Crossing-Pennington Road		
City, State, Zip:	Titusville	NJ	08560
Phone Number:	609.730.8156	Fax:	609.730.1563
Preparer's Name:	Donald C. Kintzel		
Preparer's Address:	14 Wrick Avenue		
City, State, Zip:	Titusville	NJ	08560
Preparer's #,	609.737.2123	Fax:	None
Preparer's Cell #:	609.273.5026		

Chairman:	Michael Chipowsky		
Phone Number:	609.730.8156	Fax:	None
E-mail:	MChipowsky@comcast.net		

Secretary/ Treasurer:	Joseph Lenarski/Donald C. Kintzel		
Phone Number:	609.730.8156	Fax:	609.730.1563
E-mail:	JLenarski@hopewelltwpfire.org – DKintzel@hopewelltwpfire.org		

Name of Auditor:	Jarred Corn – Jennifer Bertino		
Name of Firm:	Bowman and Company		
Address:	601 White Horse Road		
City, State, Zip:	Voorhees	NJ	08043-2493
Phone Number:	856.435.6200	Fax:	856.435.0440
E-mail:	JCorn@bowmanllp.com		

Membership of Board of Commissioners (Full Name)

Title

Michael Chipowsky	Chairman
Michael Cseremsak	Vice Chairman
Joseph Lenarski	Secretary
Donald C. Kintzel	Treasurer
Timothy Lang	Commissioner

2010 FIRE DISTRICT BUDGET

STOP!!!!

If you are preparing this workbook WITHOUT having the Instructions and Reference Guide Documents with you as you complete it, STOP and get them and consult them page by page as you complete the budget!!!

In addition, preparers should note the following as they complete this workbook:

1. Complete the SS pages first - the worksheet has been programmed to reflect totals on many of the budget sheets.
2. The "LC" pages - the Property Tax Levy Calculation pages simplify data entry by having the user enter most data on support pages and some from this sheet. By filling in the cells on this page, each worksheet will reflect the information and automatically calculate the formulas on each individual worksheet.
3. The individual LC worksheets (tabs) are locked to protect the formulas.
4. Fill in only the green sections on **this** worksheet. All fields on the other LC sheets should be filled in automatically
5. Worksheets refer to "Adopted budget" (current year) and "Proposed budget" for the year for which the budget is being prepared.
6. **Refer to the Budget Instructions and Reference Guide when completing all worksheet pages. They contain important information and explanations about the sheets and how they work. DO NOT prepare the budget without reviewing them carefully!**

Next, follow the instructions below:

Select the fire district (and county) by clicking the green cell below, then click on the arrow on the right side to choose. This will populate the name and county throughout the workbook. Then continue to complete each of the following green cells.

Hopewell Township Fire District # 1 (Mercer)

Preparer's First Name:

Preparer's Last Name:

Preparer's Phone Number:

Preparer's email

Hopewell Township
Fire District # 1
Mercer

Donald

Kintzel

609.273.5026 cell

donkintzel@comcast.net

Adopted Budget Amount to be Raised by Taxation to support the District budget (Page 5)

One Year Waivers (Adopted Budget) (Enter as a positive number)

Changes in Service Provider (+/-)

Cancelled or Unexpended Waivers (Enter as a positive number)

Cancelled or Unexpended Referendum Amount

(Enter as a positive number)

Assessed Valuation of District for adopted budget

New Ratables - Increase in Valuations (New Construction and Additions)

\$2,213,433
0
4,489,000,000
\$12,949,700

Adopted Fire District Tax Rate (per \$100)

\$0.048

To print out the Summary Levy Cap Calc Worksheet now, click on the LC 1 tab and click the print icon.

Projected Tax Rate based upon Proposed Levy (Page 5 R5)

\$0.054

Name	Fire District	Hopewell Township Fire District # 1 (Mercer)	2010	2009	Difference	% Difference
County						
FD #						
Preparer's First Name						
Preparer's Last Name						
Phone Number						
email:						
Unreserved Fund Balance (A-1)			\$169,776	\$292,144	(\$122,368)	-41.9%
Restricted Fund Balance (A-2)			\$0	\$0	\$0	0.0%
Total Fund Balance (R-1)			\$169,776	\$292,144	(\$122,368)	-41.9%
Inter. Services Act			\$0	\$0	\$0	0.0%
Joint Purchasing Agreement			\$0	\$0	\$0	0.0%
Emergency Agreement			\$0	\$0	\$0	0.0%
Municipal Assistance Local Muni			\$0	\$0	\$0	0.0%
Municipal Assistance Ajoining Muni			\$0	\$0	\$0	0.0%
Contracts Volunteer Fire Company			\$0	\$0	\$0	0.0%
Leases Local Municipality			\$0	\$0	\$0	0.0%
Rental Income			\$0	\$0	\$0	0.0%
Sale of Assets (A-3)			\$0	\$0	\$0	0.0%
Interest on Investments (A-4)			\$15,946	\$31,096	(\$15,150)	-48.7%
Other Revenue (A-5)			\$39,800	\$37,300	\$2,500	6.7%
Total Misc. Revenue (R-2)			\$55,746	\$68,396	(\$12,650)	-18.5%
Total Operating Grant Revenue (R-3)			\$4,009	\$0	\$4,009	0.0%
Uniform Fire Safety Revenue (A-7)			\$60,363	\$60,363	\$0	0.0%
Other Revenue Offset with Approp (A-8)			\$0	\$0	\$0	0.0%
Total Revenues Offset (R-4)			\$60,363	\$60,363	\$0	0.0%
Total Revenues & Fund Balance (B-1)			\$289,894	\$420,903	(\$131,009)	-31.1%
Amount to be Raised by Taxation (R-5)			\$2,440,438	\$2,213,433	\$227,005	10.3%
Total Anticipated Revenues (B-2)			\$2,730,332	\$2,634,336	\$95,996	3.6%
Admin.-Salary and Wages (A-9)			\$53,089	\$52,285	\$804	1.5%
Admin.-Fringe			\$33,158	\$21,406	\$11,752	54.9%
Admin.- Other Expenses (A-11)			\$144,728	\$124,655	\$20,073	16.1%
Total Admin. (E-1)			\$230,975	\$198,346	\$32,629	16.5%
Oper. & Maint.-Salary and Wages (A-10)			\$687,422	\$661,932	\$25,490	3.9%
Oper. & Maint.-Fringe			\$361,224	\$324,003	\$37,221	11.5%
Oper. & Maint.-Other Expenses (A-12)			\$1,130,825	\$1,232,090	(\$101,265)	-8.2%
Total Oper. & Maint. (E-2)			\$2,179,471	\$2,218,025	(\$38,554)	-1.7%
Oper. Offset by Rev.-Salary and Wages			\$31,439	\$24,880	\$6,559	26.4%
Oper. Offset-Fringe			\$28,924	\$35,483	(\$6,559)	-18.5%
Oper. Offset-Other Expenses			\$0	\$0	\$0	0.0%
Total Oper. Offset w Rev. (E-3)			\$60,363	\$60,363	\$0	0.0%
First Aid Vehicles			\$0	\$0	\$0	0.0%
First Aid Equipment			\$0	\$0	\$0	0.0%
First Aid Material and Supplies			\$0	\$0	\$0	0.0%
First Aid Total Appropriations (E-4)			\$0	\$0	\$0	0.0%
Total Salary and Wages			\$771,950	\$739,097	\$32,853	4.4%
Total Fringe			\$423,306	\$380,892	\$42,414	11.1%
Total Other Expenses			\$1,275,553	\$1,356,745	(\$81,192)	-6.0%
Total Admin & O&M			\$2,410,446	\$2,416,371	(\$5,925)	-0.2%
Total Deferred Charges (E-5)			\$0	\$0	\$0	0.0%
Cash Deficit Preceding Year (E-6)			\$0	\$0	\$0	0.0%
LOSAP (E-7)			\$103,500	\$103,500	\$0	0.0%
Capital Approp. (C-1)			\$0	\$0	\$0	0.0%
Reserve Future Outlays (C-2)			\$17,500	\$0	\$17,500	0.0%
Total Capital (E-8)			\$17,500	\$0	\$17,500	0.0%
Total Principal Payments (D-1)			\$129,117	\$42,613	\$86,504	203.0%
Total Interest Payments (D-2)			\$9,406	\$11,489	(\$2,083)	-18.1%
Total Debt Service Approp. (E-9)			\$138,523	\$54,102	\$84,421	156.0%
Total Budgeted Appropriations (B-2)			\$2,730,332	\$2,634,336	\$95,996	3.6%
Unres Fund Bal. (1/1/08)			\$1,001,929			
Util in Adopt Budget (2008)			\$292,144			
Prop. Avail Bal			\$709,785			
Results in 2008 Operations			\$0			
Antic Unres Fund Bal 12/31/08			\$709,785			
Util in Adopt Budget (2009)			\$169,776			
Prop. Avail Bal (Unres. Fund) At Year End			\$540,009			
Restricted Fund Bal. (1/1/08)			\$125,418			
Util in Adopt Budget (2008)			\$0			
Prop. Avail Bal			\$125,418			
Results in 2008 Operations			\$0			
Antic Restricted Fund Bal 12/31/08			\$125,418			
Util in Adopt Budget (2009)			\$0			
Prop. Avail Bal (Restricted Fund) At Year End			\$125,418			
Tax Rate			0.054208469	0		

Fire District Summary Levy Cap Calculation			
FDCode	Fire District	COUNTY	EXAMINER
110601	Hopewell Township Fire District # 1	Mercer	
Model Fire District Tax Levy Calculation Worksheet			
Levy Cap Calculation			
	Prior Year Amount to be Raised by Taxation for Municipal Purposes		\$2,213,433
	Less: One Year Waivers		\$0
	Changes in Service Provider (+/-)		\$0
	Net Prior Year Tax Levy for Municipal Purposes for Cap Calculation		\$2,213,433
	Plus 4% Cap increase		\$88,537
Adjusted Tax Levy Prior to Exclusions			\$2,301,970
	Exclusions:		
	Change in Total Debt Service Appropriation (+/-)	\$84,420	
	Allowable pension increases	\$12,290	
	Allowable increase in health care costs	\$17,982	
	Changes in LOSAP contributions (+/-)	\$0	
	Net Capital Improvement Fund and/or Down Payment on Improvements and Reserve for Future Capital Outlay	\$17,500	
	Add Total Exclusions		\$132,192
	Less Cancelled or Unexpended Waivers & Referendum Amounts		\$0
Adjusted Tax Levy			\$2,434,162
	Additions:		
	New Ratables - Increase in Valuations (New Construction and Additions)	\$12,949,700	
	Prior Year Local Fire District Tax Rate (3 decimals/\$100)	\$0.048	\$6,275
Maximum Tax Levy Before Waivers and Referendum			\$2,440,438
	Amount of Levy Cap Waivers Requested		\$0
	Amount Proposed for Levy Cap Referendum		\$0
Maximum Allowable Amount to be Raised by Taxation			\$2,440,438

Health Insurance Exclusion Calculation Sheet

FY 2010 State Health Benefits Program Average Increase: 18.0%

Fire District	COUNTY	EXAMINER
Hopewell Township Fire District # 1	Mercer	
These amounts are drawn from SS-5A Fringe Benefits. If a waiver or referendum is planned for this expense, that amount must be manually entered		
		<div>Proposed Budget</div> <div>Adopted Budget</div>
Administration Health Insurance Appropriation		<div>\$20,412</div> <div>\$9,576</div>
Operations & Maintenance Health Insurance Appropriation		<div>\$141,700</div> <div>\$118,867</div>
A. Proposed Budget Group Health Insurance		<div>\$162,112</div> <div>\$128,443</div>
NET INCREASE (DECREASE)		<div>\$33,669</div> <div></div>
1. Net Increase Divided by 2009 Amount Budgeted = % Increase		26.21%
2. SFY 2010 State Health Average <u>18%</u> ; Less 4% = % Increase added to current levy		14.00%
3. % Increase (B1) less % Increase Exclusion (B2) = % increase inside cap		12.21%
5. % Increase Exclusion (B2) * 2009 Expended = 2010 appropriation added to levy		\$17,982
6. Amount above the Levy Exclusion (Actual Increase - State Health Benefit Average)		\$10,549
2010 Increase in Appropriation		\$33,669

2010

Township of Hopewell

FIRE DISTRICT NO. 1 BUDGET

FISCAL YEAR: From January 1, 2010 to December 31, 2010

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. 40A:5A-11.

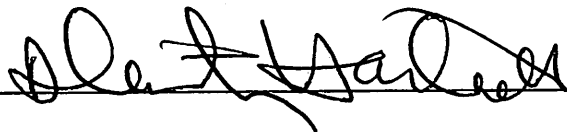
*State of New Jersey
Department of Community Affairs
Director of the Division of Local Government Services*

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:  Date: 7/17/10

PREPARER'S CERTIFICATION

2010

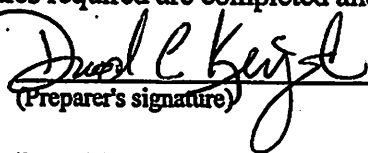
Township of Hopewell

FIRE DISTRICT NO. 1 BUDGET

FISCAL YEAR: From January 1, 2010 to December 31, 2010

It is hereby certified that the Fire District No. 1 Budget, including both the Annual Budget and the Supplemental Schedules appended hereto, 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 No. 1.

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 Supplemental Schedules required are completed and attached.


(Preparer's signature)

Donald C. Kintzel
(Print Name)

Treasurer
(Title)

201 Washington-Crossing – Pennington Road
(Address)

Titusville, NJ 08560
(City, State Zip Code)

(609) 730-8156/(609) 730-1563
(Phone number) (ext) (Fax number)

Donkintzel@comcast.net
(e-mail)

PREPARER'S CERTIFICATION OTHER ASSETS

2010

Township of Hopewell

FIRE DISTRICT NO. 1 BUDGET

FISCAL YEAR: From January 1, 2010 to December 31, 2010

It is hereby certified that operating appropriations as reported in this annual budget, included on Supplemental Schedule Page SS-6, 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 above 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)

Donald C. Kintzel
(Print Name)

Treasurer
(Title)

201 Washington Crossing – Pennington Road
(Address)

Titusville, NJ 08560
(City, State Zip Code)

(609) 730-8156/(609) 730-1563
(Phone number) (ext) (Fax number)

Donkintzel@comcast.net
(e-mail)

APPROVAL CERTIFICATION

2010

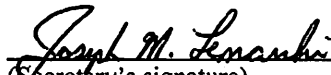
Township of Hopewell

FIRE DISTRICT NO. 1 BUDGET

FISCAL YEAR: From January 1, 2010 to December 31, 2010

It is hereby certified that the Fire District No. 1 Budget, including Supplemental Schedules appended hereto, are a true copy of the Annual Budget approved by resolution by the Board of Commissioners of the Hopewell Township Fire District No. 1, at an open public meeting, held pursuant to N.J.A.C. 5:31-2.4, on the 3rd day of December 2009.

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


(Secretary's signature)

Joseph M. Lenarski
(Print Name)

Secretary
(Title)

201 Washington Crossing- Pennington Road
(Address)

Titusville, NJ 08560
(City, State Zip Code)

(609) 730-8156/(609) 730-1563
(Phone number) (Fax number)

JLenarski@hopewelltwpfire.org
(e-mail)

2010 BUDGET RESOLUTION

Township of Hopewell

2009-044

Fire District No. 1

FISCAL YEAR: From January 1, 2010 to December 31, 2010

WHEREAS, the Annual Budget for the Hopewell Township Fire District No. 1 for the fiscal year beginning January 1, 2010 and ending December 31, 2010 has been presented before the Board of Commissioners of the Fire District No. 1 at its open public meeting of December 3, 2009; 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 \$2,709,374.00, which includes amount to be raised by taxation of \$2,356,078.00, and Total Appropriations of \$2,709,374.00; 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 No. 1 has taken into account the assessed valuation of taxable property in the Fire District No. 1,

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Fire District No. 1, at an open public meeting held on December 3, 2009 that the Annual Budget, including appended Supplemental Schedules, of the Hopewell Township Fire District No. 1 for the fiscal year beginning January 1, 2010 and ending December 31, 2010 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 said Fire District No.1'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 Hopewell Township Fire District No. 1 will consider the Annual Budget for adoption on the 7th day of January 2010.


(Secretary's Signature)

DECEMBER 3, 2009
(Date)

Board of Commissioners Recorded Vote

Member	Aye	Nay	Abstain	Absent
Cseremsak	X			
Kintzel 2 ND	X			
Lang M	X			
Lenarski	X			
Chipkowsky	X			

2010 BUDGET MESSAGE

Township of Hopewell

Fire District No. 1 Budget

FISCAL YEAR: From January 1, 2010 to December 31, 2010

1. Complete a brief statement on the 2009 proposed Annual Budget and make comparison to the current year's adopted budget. Explain significant increases or decreases, if any.

The total 2010 budget appropriations will increase by \$75,038.00 in comparison to the 2009 adopted budget.

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 Unreserved Fund Balance(s). Explain increases or decreases in the tax rate and utilization of fund balances.

The amount to be raised by taxation in the proposed 2010 budget will increase by \$142,645.00 in comparison to the 2009 adopted budget; thus causing the tax rate per \$100.00 of assessed valuation to increase \$0.03. The District will utilize \$233,178.00 of Unrestricted Fund Balance in the 2010 budget.

3. Include a statement explaining the Property Tax Levy Cap and how the District is complying with it. The statement must explain any reasons for exceeding the cap and identify the appropriations that caused the district to exceed the Levy Cap Statute, and if they are being addressed by a waiver request or referendum.

The Fire District has utilized its undesignated fund balance to balance the budget and stay within the 4% Property Tax Levy Cap to be in compliance. The Fire District is not requesting any cap waiver in 2010.

4. 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.

There are no specific planned Capital Appropriations; however the 2010 budget contains an appropriation of \$17,500 as "Reserved for Future Capital Expenditures". The Fire District will continue to pay down the capital lease for Union's 2004 Pierce Rescue Pumper until 2013 the majority of the payments for Hopewell and Pennington Fire Districts fire trucks until 2015 and 2014 respectively.

5. 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 an explanation as to reasons for occurrence must be disclosed.

Not applicable

6. 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, detail the organization(s) incorporated name and amounts.

Yes, Pennington First Aid Squad, Pennington, New Jersey \$50,000.00

Pension Contribution Calculation Sheet		
Fire District	COUNTY	EXAMINER
Hopewell Township Fire District # 1	Mercer	
Proposed Budget PERS Contribution Appropriated		\$7,436
Proposed Budget PFRS Contribution Appropriated		\$120,379
Anticipated Revenues for Fringe Benefits Directly Offsetting Pension Costs		\$0
*Net Current Year Base Amount		\$127,815
Adopted Budget PERS Contribution		\$6,600
Adopted Budget PFRS Contribution		\$108,925
Realized Revenues for Fringe Benefits Directly Offsetting Pension Costs		\$0
*Net Prior Year Base Amount		\$115,525
Pension Contribution Exclusion		\$12,290

LOSAP Calculation Sheet		
Fire District	COUNTY	EXAMINER
Hopewell Township Fire District # 1	Mercer	
LOSAP - Proposed Budget		\$103,500
LOSAP - Adopted Budget		\$103,500
LOSAP Exclusion (+/-)		\$0

Debt Service Calculation Sheet		
Fire District	COUNTY	EXAMINER
Hopewell Township Fire District # 1	Mercer	
Total Debt Service Appropriation (Proposed Budget)		\$39,200
Total Qualified Capital Appropriation (Proposed Budget)		\$45,220
Current Year Base Amount		\$39,200
Total Debt Service Appropriation Expended (Adopted Budget)		\$0
Total Qualified Capital Appropriation Expended (Adopted Budget)		\$0
Adopted Budget Base Amount		\$0
Debt Service Exclusion (+/-)		\$84,420

Capital Appropriation Calculation Sheet		
Fire District	COUNTY	EXAMINER
Hopewell Township Fire District # 1	Mercer	
Total Capital Appropriation (Proposed Budget)		\$17,500
Capital Appropriation offset from Restricted Fund (Proposed Budget)		\$0
Capital Appropriation offset from Grant Revenue (Proposed Budget)		\$0
Capital Appropriation offset from Unrestricted Fund (Proposed Budget)		\$0
Current Year Base Amount		\$17,500
Total Capital Appropriation (Adopted Budget)		\$0
Capital Appropriation offset from Restricted Fund (Adopted Budget)		\$0
Capital Appropriation offset from Grant Revenue (Adopted Budget)		\$0
Capital Appropriation offset from Unrestricted Fund (Adopted Budget)		\$0
Adopted Budget Base Amount		\$0
Capital Expenditure Exclusion (+/-)		\$17,500

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

----ANTICIPATED REVENUES----

----FUND BALANCE UTILIZED----	CROSS REF.	2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
-----	-----	-----	-----
UNRESTRICTED FUND BALANCE	* A-1 *	\$169,776	\$292,144
RESTRICTED FUND BALANCE	* A-2 *	\$0	\$0
TOTAL FUND BALANCE UTILIZED	* R-1 *	\$169,776	\$292,144
		=====	=====

----MISCELLANEOUS ANTICIPATED REVENUES----	CROSS REF.	2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
-----	-----	-----	-----
SHARED SERVICES (N.J.S.A. 40A:65-1 et seq.)	* *	\$0	\$0
JOINT PURCHASING AGRMNTS. (N.J.S. 40A:10 & 11)	* *	\$0	\$0
EMERGENCY ASSISTANCE (N.J.S. 40A:14-26)	* *	\$0	\$0
MUNICIPAL ASSISTANCE (N.J.S. 40A:14-34)	* *	\$0	\$0
MUNICIPAL ASSIST. - ADJOIN. (N.J.S. 40A:14-35)	* *	\$0	\$0
CONTRACTS - VOL. FIRE CO. (N.J.S. 40A:14-68)	* *	\$0	\$0
LEASES - LOCAL MUNICIPALITY (N.J.S. 40A:14-83)	* *	\$0	\$0
RENTAL INCOME	* *	\$0	\$0
SALE OF ASSETS	* A-3 *	\$0	*
INTEREST ON INVESTMENTS AND DEPOSITS	* A-4 *	\$15,946	\$31,096
OTHER REVENUE	* A-5 *	\$39,800	\$37,300
TOTAL MISCELLANEOUS REVENUES ANTICIPATED	* R-2 *	\$55,746	\$68,396
		=====	=====

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

----ANTICIPATED REVENUES----

----OPERATING GRANT REVENUE----	CROSS REF.	2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
-----	-----	-----	-----
SUPPLEMENTAL FIRE SERV. ACT (P.L. 1985, c. 295)	* * *	\$4,009	\$0 *
OTHER GRANTS & ENTITLEMENTS	* A-6 *	\$0	\$0 *
TOTAL OPERATING GRANT REVENUE	* R-3 *	<u>\$4,009</u>	<u>\$0 *</u>
		=====	=====

MISCELLANEOUS REVENUES OFFSET WITH APPROPRIATIONS:

	CROSS REF.	2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
	-----	-----	-----
UNIFORM FIRE SAFETY ACT (P.L. 1983. c. 383)			
RESERVES UTILIZED	* * *	\$0	\$0 *
ANNUAL REGISTRATION FEES	* * *	\$60,363	\$60,363 *
PENALTIES AND FINES	* * *	\$0	\$0 *
OTHER REVENUES	* * *	\$0	\$0 *
TOTAL UNIFORM FIRE SAFETY ACT REVENUES	* A-7 *	<u>\$60,363</u>	<u>\$60,363 *</u>
OTHER REVENUES OFFSET WITH APPROPRIATIONS	* A-8 *	<u>\$0</u>	<u>\$0 *</u>
TOTAL REVENUES OFFSET WITH APPROPRIATIONS	* R-4 *	<u>\$60,363</u>	<u>\$60,363 *</u>
		=====	=====
TOTAL REVENUES AND FUND BALANCE UTILIZED (R-1 + R-2 + R-3 + R-4)	* B-1 *	\$289,894	\$420,903 *
AMOUNT TO BE RAISED BY TAXATION TO SUPPORT THE DISTRICT BUDGET	* R-5 *	\$2,440,438	\$2,213,433 *
TOTAL ANTICIPATED REVENUES (B-1 + R-5)	* B-2 *	<u>\$2,730,332</u>	<u>\$2,634,336 *</u>
		=====	=====

Maximum Allowable Amount to be raised by Taxation
(For Reference Purposes Only from LC1 based on
Information provided by the district- see instructions.)

\$2,440,438

Amount Over Levy Cap

\$0

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

----BUDGETED APPROPRIATIONS----

----OPERATING APPROPRIATIONS----

-----ADMINISTRATION-----

	CROSS REF.	2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
SALARY & WAGES	* A-9 *	\$53,089 *	\$52,285 *
FRINGE BENEFITS	* A-13 *	\$33,158 *	\$21,406 *
OTHER EXPENSES	* A-11 *	\$144,728 *	\$124,655 *
		-----	-----
TOTAL ADMINISTRATION	* E-1 *	\$230,975 *	\$198,346 *
		=====	=====

-----COST OF OPERATIONS & MAINTENANCE-----

	CROSS REF.	2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
SALARY & WAGES	* A-10 *	\$687,422 *	\$661,932 *
FRINGE BENEFITS	* A-14 *	\$361,224 *	\$324,003 *
OTHER EXPENSES	* A-12 *	\$1,130,825 *	\$1,232,090 *
		-----	-----
TOTAL COST OF OPERATIONS & MAINTENANCE	* E-2 *	\$2,179,471 *	\$2,218,025 *
		=====	=====

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

----BUDGETED APPROPRIATIONS----

----OPERATING APPROPRIATIONS----

----- ----OPERATING APPROPRIATIONS OFF-SET---- WITH REVENUES -----	CROSS REF. -----	2010 PROPOSED BUDGET -----	2009 CURRENT YEAR'S ADOPTED BUDGET -----
SALARY & WAGES	* A-15 *	\$31,439 *	\$24,880 *
FRINGE BENEFITS	* A-16 *	\$28,924 *	\$35,483 *
OTHER EXPENSES	* A-17 *	\$0 *	\$0 *
TOTAL APPROPRIATIONS OFFSET WITH REVENUES	* E-3 *	\$60,363 * =====	\$60,363 * =====

----- ----APPROPRIATIONS FOR DULY INCORPORATED---- FIRST AID/RESCUE SQUAD ASSOC. (N.J.S. 40A:14-85.1) -----	CROSS REF. -----	2010 PROPOSED BUDGET -----	2009 CURRENT YEAR'S ADOPTED BUDGET -----
VEHICLES	* *	\$0 *	\$0 *
EQUIPMENT	* *	\$0 *	\$0 *
MATERIALS & SUPPLIES	* *	\$0 *	\$0 *
TOTAL APPROPRIATIONS FOR DULY INCorp. FIRST AID/RESCUE SQUAD ASSOC.	* E-4 *	\$0 * =====	\$0 * =====

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

----BUDGETED APPROPRIATIONS----

----DEFERRED CHARGES----	CROSS REF.	2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
-----	-----	-----	-----
EMERGENCY APPROPRIATIONS (N.J.S. 40A:14-78.14)			
(1)	*	\$0	\$0
(2)	*	\$0	\$0
(3)	*	\$0	\$0
OTHER DEFERRED CHARGES - (List & Cite Statute)			
(1)	*	\$0	\$0
(2)	*	\$0	\$0
(3)	*	\$0	\$0
TOTAL DEFERRED CHARGES	* E-5 *	\$0	\$0
		=====	=====

----DEFICITS FROM OPERATIONS----	CROSS REF.	2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
-----	-----	-----	-----
CASH DEFICIT OF PRECEEDING YEAR (N.J.S. 40A:14-78.6)	* E-6 *	\$0	\$0
		=====	=====

	CROSS REF.	2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
	-----	-----	-----
LENGTH OF SERVICE AWARD PROGRAM (LOSAP) - CONTRIBUTION (P.L. 1997, c. 388)	* E-7 *	\$103,500	\$103,500
		=====	=====

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1

----BUDGETED APPROPRIATIONS----

----CAPITAL APPROPRIATIONS----

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

List Separately

	<u>Project</u>	<u>Date of LFB Approval</u>	<u>Date of Voter Election</u>	<u>Asset Type</u>	<u>Affirmative Vote %</u>	<u>2010 PROPOSED BUDGET</u>	<u>2009 CURRENT YEAR'S ADOPTED BUDGET</u>
(1)				Asset Type (Select)	* *	\$0 *	\$0 *
(2)				Asset Type (Select)	* *	\$0 *	\$0 *
(3)				Asset Type (Select)	* *	\$0 *	\$0 *
(4)				Asset Type (Select)	* *	\$0 *	\$0 *
(5)				Asset Type (Select)	* *	\$0 *	\$0 *
(6)				Asset Type (Select)	* *	\$0 *	\$0 *

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

List Separately

	<u>Project</u>	<u>Date of LFB Approval</u>	<u>Date of Voter Election</u>	<u>Asset Type</u>	<u>Affirmative Vote %</u>		
(1)				Asset Type (Select)	* *	\$0 *	\$0 *
(2)				Asset Type (Select)	* *	\$0 *	\$0 *
(3)				Asset Type (Select)	* *	\$0 *	\$0 *
(4)				Asset Type (Select)	* *	\$0 *	\$0 *
(5)				Asset Type (Select)	* *	\$0 *	\$0 *

Total Capital Improvements and Down Payments

* C-1 * \$0 * \$0 *

RESERVE FOR FUTURE CAPITAL OUTLAYS

* C-2 * \$17,500 * \$0 *

TOTAL CAPITAL APPROPRIATIONS

* E-8 * \$17,500 * \$0 *

(C-1 + C-2)

Capital Appropriations offset with Restricted Fund
Capital Appropriations offset with Grant Appropriations
Capital Appropriations offset with Unrestricted Fund

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

----BUDGETED APPROPRIATIONS----

----DEBT SERVICE FOR CAPITAL----

----APPROPRIATIONS----

----PRINCIPAL PAYMENTS----

		2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
	CROSS REF.		
GENERAL OBLIGATION BONDS	* P-1 *	\$0	\$0
BOND ANTICIPATION NOTES	* P-2 *	\$39,200	\$0
CAPITAL LEASES	* P-3 *	\$45,220	\$0
NON- QUALIFIED CAPITAL LEASES	* P-3a *	\$44,697	\$42,613
INTERGOVERNMENTAL LOANS	* P-4 *	\$0	\$0
OTHER BONDS OR NOTES	* P-5 *	\$0	\$0
TOTAL PRINCIPAL PAYMENTS	* D-1 *	<u>\$129,117</u>	<u>\$42,613</u>

----INTEREST PAYMENTS----

		2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
	CROSS REF.		
GENERAL OBLIGATION BONDS	* I-1 *	\$0	\$0
BOND ANTICIPATION NOTES	* I-2 *	\$0	\$0
CAPITAL LEASES	* I-3 *	\$0	\$0
NON- QUALIFIED CAPITAL LEASES	* I-3a *	\$9,406	\$11,489
INTERGOVERNMENTAL LOANS	* I-4 *	\$0	\$0
OTHER BONDS OR NOTES	* I-5 *	\$0	\$0
TOTAL INTEREST PAYMENTS	* D-2 *	<u>\$9,406</u>	<u>\$11,489</u>
TOTAL DEBT SERVICE APPROPRIATIONS (D-1 + D-2)	* E-9 *	<u>\$138,523</u>	<u>\$54,102</u>

TOTAL BUDGETED APPROPRIATIONS (E-1 + E-2 + E-3 + E-4 + E-5 + E-6 + E-7 + E-8+ E-9)	* B-2 *	<u>\$2,730,332</u>	<u>\$2,634,336</u>
----------------------------------------------------------------------------------------------	---------	--------------------	--------------------

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

----BUDGETED APPROPRIATIONS----

		2010 Proposed Budget Waiver Request	2009 Adopted Budget Waiver Request
---- Summary of Waiver Line Items ----		SS Page Number	
Insert new rows here			
			\$0
			\$0
TOTAL Waiver Line Items		\$0	\$0

		2010 Proposed Budget Amount Requested	2009 Adopted Budget Amount Requested
----Summary of Referendum Line Items----		SS Page Number	
Insert new rows here			
			\$0
			\$0
TOTAL Referendum Line Items		\$0	\$0

Tax Levy Requested minus Maximum Allowable Levy
 As this page is adjusted this amount changes should = \$0
 (For Reference Purposes Only - from LC1 based on
 Information provided by the district- see instructions.)

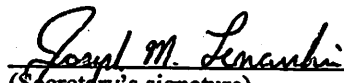
2010 ADOPTION CERTIFICATION

Township of Hopewell

Fire District No. 1 Budget

FISCAL YEAR: From January 1, 2010 to December 31, 2010

It is hereby certified that the Fire District No. 1 Budget annexed hereto is a true copy of the Budget adopted by the Board of Commissioners of the Hopewell Township Fire District No. 1, pursuant to N.J.A.C. 5:31-2.4, on the 21st day of January 2010.


(Secretary's signature)

Joseph M. Lenarski
(Print Name)

Secretary
(Title)

201 Washington Crossing-Pennington Road
(Address)

Titusville, NJ 08560
(City, State Zip Code)

(609) 730-8156/(609) 730-1563
(Phone number) (Fax number)

2010 ADOPTED BUDGET RESOLUTION

Township of Hopewell

RESOLUTION 2010 04

Fire District No. 1

FISCAL YEAR: From January 1, 2010 to December 31, 2010

WHEREAS, the Annual Budget for the Hopewell Township Fire District No.1 for the fiscal year beginning January 1, 2010 and ending December 31, 2010 has been presented for adoption before the Board of Commissioners of the Hopewell Township Fire District No. 1 at its open public meeting on the 21st day of January 2010; 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 \$2,730,332.00, which includes amount to be raised by taxation of \$2,440,438.00 and Total Appropriations of \$2,730,332.00; and

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Hopewell Township Fire District No. 1, at an open public meeting held on January 21, 2010, that the Annual Budget of the Hopewell Township Fire District No. 1 for the fiscal year beginning January 1, 2010 and ending December 31, 2010 is hereby adopted and, shall constitute appropriations for the purposes stated and authorization of Total Revenues of \$2,730,332.00, which includes amount to be raised by taxation of \$2,440,438.00 and Total Appropriations of \$2,730,332.00; 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 of money to be raised by taxation for the ensuing year. The results of which shall be subsequently certified to the Division and the Municipal Assessor.


(Secretary's Signature)

JANUARY 21, 2010
(Date)

Board of Commissioners Recorded Vote

Member	Aye	Nay	Abstain	Absent
Cseremsak	X			
Kintzel	X			
Lang	X			
Lenarski	X			
Chipowsky	X			

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

-----SUPPLEMENTAL SCHEDULES-----

-----UNRESTRICTED FUND BALANCE-----			
	CROSS	REF.	2010
		AUDIT	PROPOSED
			BUDGET
(1) BEGINNING BALANCE JAN. 1, 2009	*	*	\$1,001,929
(2) UTILIZED IN CURRENT YEAR'S ADOPTED BUDGET	*	*	\$292,144
(3) PROPOSED BALANCE AVAILABLE	*	*	\$709,785
(4) ESTIMATED RESULTS OF OPERATIONS	*	*	
(line 1 - Line 2)			
(4) ESTIMATED RESULTS OF OPERATIONS	*	*	
IN CURRENT BUDGET			
(5) ANTICIPATED BALANCE - DEC. 31, 2009	*	*	\$709,785
(6) UTILIZED IN PROPOSED BUDGET - 2010	*	*	\$169,776
(line 3 + Line 4)			
(7) PROPOSED BALANCE AFTER UTILIZATION	*	*	\$540,009
IN 2010 BUDGET			
(line 5 - Line 6)			

-----RESTRICTED FUND BALANCE-----			
	CROSS	REF.	2010
		AUDIT	PROPOSED
			BUDGET
(8) BEGINNING BALANCE JAN. 1, 2009	*	*	\$125,418
(9) Utilized in Current Year's Adopted Budget	*	*	
(10) PROPOSED BALANCE AVAILABLE	*	*	\$125,418
(line 8 - Line 9)			
(11) Estimated Results of Operations in Current Budget	*	*	
(12) ANTICIPATED BALANCE - DEC. 31, 2009	*	*	\$125,418
(line 10 + Line 11)			
(13) Utilized in Proposed Budget - 2010	*	*	
(14) PROPOSED BALANCE AFTER UTILIZATION	*	*	\$125,418
IN 2010 BUDGET			
(Line 12 - Line 13)			

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

----SUPPLEMENTAL SCHEDULES----

---ADMINISTRATION---

SALARY & WAGES (N.J.S. 40A:14-78.7)

TITLE	# of Staff	Annual Compensation	2010 Proposed Budget
COMMISSIONERS	5		\$20,625
OTHER - LIST INDIVIDUALLY:			
(1) Administrative Assistant	1		\$32,464
(2)			
(3)			
(4)			
(5) Appendix brought forward	AP-1		
TOTAL ADMINISTRATION S&W	A-9		\$53,089
		=====	=====

---COST OF OPERATIONS & MAINTENANCE---

SALARY & WAGES (N.J.S. 40A:14-78.7)

TITLE	# of Staff	Annual Compensation	2010 Proposed Budget
LIST INDIVIDUALLY:			
(1) Emergency Service Specialist	6		\$383,919
(2) Lt's Hopewell Valley Emergency Services	2		\$153,963
(3) Chief - Hopewell Valley Emergency Services	1		\$72,040
(4) Salaries Per Diems Account #104	2		\$50,000
(5) Appendix brought forward	AP-2		\$27,500
TOTAL COST OF OPERATIONS S&W	A-10		\$687,422
		=====	=====

---OTHER COSTS OFFSET BY REVENUES---

SALARY & WAGES (N.J.S. 40A:14-78.7)

TITLE	# of Staff	Annual Compensation	2010 Proposed Budget
LIST INDIVIDUALLY:			
(1) Fire Official - Hopewell Valley Bureau of Fire Safety	1		\$31,439
(2)			
(3)			
(4)			
(5) Appendix brought forward	AP-3		
TOTAL Salaries Offset by Revenues	A-15		\$31,439
		=====	=====

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

-----SUPPLEMENTAL SCHEDULES-----

-----SALE OF ASSETS-----

DESCRIPTION OF ASSET (list individually)		CROSS REF.	PURCHASE BASIS	2010 PROPOSED SALE VALUE
(1)		*	*	*
(2)		*	*	*
(3)		*	*	*
TOTAL SALE OF ASSETS		* A-3 *		*

-----INTEREST ON INVESTMENTS----- AND DEPOSITS (N.J.S.A. 40A:5-15.1)

INVESTMENTS/ACCOUNTS (List Each)		CROSS REF.	2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
(1)	Hopewell Valley Community Bank - General Acct #3241	*	\$500	\$5,952 *
(2)	Hopewell Valley Community Bank - Stmt Savings #0238	*	\$4,555	\$4,109
(3)	Hopewell Valley Community Bank - Chkg Sav #3266	*	\$9,475	\$15,941 *
(4)	NJ Cah Management Account No. 4171	*	\$1,416	\$5,094
(5)		*		*
(6)		*		
(7)		*		*
TOTAL INTEREST ON INVESTMENTS AND DEPOSITS		* A-4 *	\$15,946	\$31,096 *

-----OTHER REVENUE-----

LIST IN DETAIL:		CROSS REF.	2010 PROPOSED BUDGET	2009 CURRENT YEAR'S ADOPTED BUDGET
(1)	Reimbursement from Hopewell Borough Fire District	*	\$33,800	\$31,300 *
(2)	Special Duty Events	*	\$2,500	\$2,500 *
(3)	Pennington Borough Government	*	\$3,500	\$3,500 *
(4)		*		*
(5)		*		*
TOTAL OTHER REVENUE		* A-5 *	\$39,800	\$37,300 *

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

-----SUPPLEMENTAL SCHEDULES-----

---OTHER GRANTS &--- ENTITLEMENTS -----

CROSS
REF.

2010
PROPOSED
BUDGET

2009
CURRENT YEAR'S
ADOPTED
BUDGET

LIST IN DETAIL:

(1)	*	*		*	*
(2)	*	*		*	*
(3)	*	*		*	*
(4)	*	*		*	*
(5)	*	*		*	*
(6)	*	*		*	*
(7)	*	*		*	*
(8)	*	*		*	*
(9)	*	*		*	*

TOTAL OTHER GRANTS & ENTITLEMENTS

*	A-6	*		*	*
			=====		

---OTHER REVENUES OFF-SET WITH--- APPROPRIATIONS -----

CROSS
REF.

2010
PROPOSED
BUDGET

2009
CURRENT YEAR'S
ADOPTED
BUDGET

LIST IN DETAIL:

(1)	*	*		*	*
(2)	*	*		*	*
(3)	*	*		*	*
(4)	*	*		*	*
(5)	*	*		*	*
(6)	*	*		*	*
(7)	*	*		*	*
(8)	*	*		*	*
(9)	*	*		*	*

TOTAL OTHER REVENUES OFF-SET

*	A-8	*		*	*
			=====		

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

----Salary Expense Appendix (N.J.S.A. 40A:14-78.6)----

	TITLE	# of Staff	Annual Compensation	2010
				Proposed Budget
Insert new rows here	Administrative Postions (list Individually)			
TOTAL ADMINISTRATION S&W appendix		AP-1		

Insert new rows here	Operation & Maintenance Postions (list Individually)			
	Regular Overtime (Acct #105)			\$25,000
	Special Duty Wages (Acct # 106)			\$2,500
TOTAL COST OF OPERATIONS S&W Appendix		AP-2		\$27,500

Insert new rows here	Salary Offset by Revenue Postions (list Individually)			
Total Salaries Offset By Revenue Appendix		AP-3		

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

-----SUPPLEMENTAL SCHEDULES-----

FRINGE BENEFIT COSTS

PROPOSED BUDGET		2010		
Title	Administra- tion	Cost of Operation and Maintenance	Other Costs Offset by Revenue	Total
(1) Public Employee RS Contribution	\$7,436	\$0	\$0	
Total PERS	\$7,436	\$0	\$0	\$7,436
(2) Police & Fire RS Contribution	\$0	\$111,749	\$8,630	
Total PFRS	\$0	\$111,749	\$8,630	\$120,379
(3) Employee Group Health Insurance	\$20,412	\$141,700	\$10,140	
Total Group Health Insurance	\$20,412	\$141,700	\$10,140	\$172,252
(4) Other Fringe	\$5,310	\$107,775	\$10,154	
Total Other Fringe	\$5,310	\$107,775	\$10,154	\$123,239
TOTAL PROPOSED BUDGET	\$33,158	\$361,224	\$28,924	\$423,306
Cross Reference	A-13	A-14	A-16	

ADOPTED BUDGET		2009		
Title	Administra- tion	Cost of Operation and Maintenance	Other Costs Offset by Revenue	Total
(1) Public Employee RS Contribution	\$6,600	\$0	\$0	
Total PERS	\$6,600	\$0	\$0	\$6,600
(2) Police & Fire RS Contribution	\$0	\$100,507	\$8,418	
Total PFRS	\$0	\$100,507	\$8,418	\$108,925
(3) Employee Group Health Insurance	\$9,576	\$118,867	\$17,160	
Total Group Health Insurance	\$9,576	\$118,867	\$17,160	\$145,603
(4) Other Fringe	\$5,230	\$104,629	\$9,905	
Total Other Fringe	\$5,230	\$104,629	\$9,905	\$119,764
TOTAL ADOPTED BUDGET	\$21,406	\$324,003	\$35,483	\$380,892
Cross Reference	A-13	A-14	A-16	

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

-----SUPPLEMENTAL SCHEDULES-----

----ADMINISTRATION----

OTHER EXPENSES (N.J.S. 40A:14-78.6)

	Cross Ref.	2010 Proposed Budget	2009 Current Year Adopted Budget
OPERATING - (List Individually):			
(1) Computer and Office Supplies	304	\$8,300	\$8,150
(2) Janitorial Supplies	305		
(3) Photography Supplies	306		\$200
(4) Appendix brought forward	AP-4	\$136,428	\$116,305
CONTINGENT EXPENSES			
OTHER ASSETS - NON-BONDABLE (List Individually):			
(1)			
(2)			
(3) Appendix brought forward	AP-5		
TOTAL ADMINISTRATION OTHER EXPENSES	A-11	\$144,728	\$124,655

----COST OF OPERATIONS----

OTHER EXPENSES (N.J.S. 40A:14-78.6)

	Cross Ref.	2010 Proposed Budget	2009 Current Year Adopted Budget
OPERATING - (List Individually):			
(1) Insurance	204	\$63,500	\$67,450
(2) Materials and Supplies	301	\$7,480	\$7,470
(3) Gasoline, Fuels and Chemicals	302	\$31,495	\$32,500
(4) Appendix brought forward	AP-6	\$977,900	\$1,063,820
CONTINGENT EXPENSES			
OTHER ASSETS - NON-BONDABLE (List Individually):			
(1)			
(2)			
(3) Appendix brought forward	AP-7	\$50,450	\$60,850
TOTAL COST OF OPERATIONS OTHER EXPENSES	A-12	\$1,130,825	\$1,232,090

----Other Expenses Offset by Revenue----

OTHER EXPENSES (N.J.S. 40A:14-78.6)

	Cross Ref.	2010 Proposed Budget	2009 Current Year Adopted Budget
OPERATING - (List Individually):			
(1)			
(2)			
(3)			
(4) Appendix brought forward	AP-8		
CONTINGENT EXPENSES			
OTHER ASSETS - NON-BONDABLE (List Individually):			
(1)			
(2)			
(3) Appendix brought forward	AP-9		
TOTAL Other Expenses Offset by Revenue	A-17		

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

Other Expense Appendix (N.J.S.A. 40A:14-78.6)

Use this page only if additional lines are required on the Supplemental Other Expenses
 Insert additional rows where indicated to ensure they are included in the total
 Totals will be reflected on SS-6

		Cross Ref.	2010 Proposed Budget	2009 Current Year Adopted Budget
ADMINISTRATION				
OPERATING (list individually)				
Insert new rows here	(4) Printing/ Duplicating/Newsletter	307	\$2,935	\$5,085
	(5) Training and Travel	308	\$550	\$550
	(6) Membership and Subscriptions	309	\$1,020	\$950
	(7) Clothing	310	\$250	
	(8) Fire Prevention Materials	312	\$2,000	\$2,500
	(9) Postage and Shipping	314	\$2,750	\$4,800
	(10) Computer and Radio Maintenance	317	\$26,175	\$23,295
	(11) Building Maintenance	319	\$3,500	\$3,000
	(12) Contractual Services - Medical	402		
	(13) Specialized Services	403	\$1,000	\$1,000
	(14) Contractuals Services	404	\$90,898	\$72,800
	(15) Advertising/Legal Notices	405	\$1,350	\$1,350
	(16) Election Expenses	406	\$4,000	\$975
Total Additional Administration Operating Expenses		AP-4	\$136,428	\$116,305

OTHER ASSETS - NON-BONDABLE (list individually):				
Insert new rows here				
Total Additional Administration Other Assets		AP-5		

COST OF OPERATIONS

OPERATING - (list individually):				
Insert new rows here	(5) Drugs and Medical Supplies	303	\$19,000	\$15,000
	(6) Training and Travel	308	\$21,200	\$21,345
	(7) Membership and Subscriptions	309	\$2,460	\$2,705
	(8) Clothing	310	\$31,863	\$29,395
	(9) Laundry Services	311	\$3,100	\$3,100
	(10) Equipment and Property Rental	313	\$349,728	\$347,933
	(12) Safety Equipment	316	\$3,950	\$5,100
	(13) Computer and Radio Maintenance	317	\$2,500	\$1,500
	(14) Small Equipment Maintenance	318	\$16,700	\$16,650
	(15) Automotive Supplies and Maintenance	320	\$38,310	\$28,550
	(16) Utilities	321	\$24,800	\$34,288
	(23) Contracted Services - Fire	401	\$386,689	\$480,154
	(24) Contracted Services - Medical	402	\$64,100	\$64,100
	(25) Specialized Services	403	\$12,500	\$13,000
	(26) Special District Expense	407		
	(27) OSHA Mandated/ Injury Protection	408	\$1,000	\$1,000
Total Additional Operating Expenses Operations		AP-6	\$977,900	\$1,063,820

OTHER ASSETS - NON-BONDABLE (list individually):				
Insert new rows here	(1) Fire Safety - Radio/Cellphone Equipment	002	\$250	\$500
	(2) Fire Safety - Radio/Cellphone Equipment	004		\$10,400
	(5) Fire Safety - Various Fire Fighting Equipment	001	\$5,200	
	(6) Fire Safety - Various Equipment	005	\$1,250	
	(1) Union Fire - Pagers and Charges	001	\$3,000	\$3,000

Insert new rows here	(2) Union Fire - Radio Equipment	002		\$2,000
	(3) Union Fire - Various Adapters	003	\$1,750	\$750
	(5) Union Fire - Miscellaneous Fire Fighting Equipment	005	\$500	\$2,900
	(6) Union Fire - Handlights	006	\$250	\$220
	(7) Union Fire - Replacement Tools	007	\$350	\$350
	(8) Union Fire - Various Nozzles	008	\$750	
	(9) Union Fire - Mobile Radios	009		\$3,000
	(10) Union Fire - Replacement Fire Hose	010	\$3,000	\$3,000
	(11) Union Fire - Fire Fighter Accountability	011	\$500	\$500
	(16) Union Fire - Computer Hardware	016	\$1,000	
	(17) Union Fire - Various Rope, Rope Bags, etc.	017	\$5,500	\$500
	(27) Union Fire - Var Building Improvements	027	\$22,800	
	(28) Union Fire - Var Cellphone Equipment	028	\$350	\$500
	(30) Union Fire - Var Dewatering Equipment	030		\$1,000
	(31) Union Fire - Var Equipment Improvement - Marine	031	\$4,000	\$32,000
	(31) Union Rescue - Var EMS Equipment	007		\$230
Total Additional Cost of Operations Other Assets		AP-7	\$50,450	\$60,850

OTHER EXPENSES OFFSET BY REVENUE

OPERATING - (list individually):

Insert new rows here				
Total Additional Operating Expenses Offset by Revenue		AP-8		

OTHER ASSETS - NON-BONDABLE (list individually):

Insert new rows here				
Total Costs Offset by Revenue Other Assets		AP-9		

2010 FIRE DISTRICT BUDGET
Hopewell Township Fire District # 1 (Mercer)

---SUPPLEMENTAL SCHEDULES---

PRINCIPAL PAYMENTS

---DEBT SERVICE SCHEDULE---

						<u>YEARS</u>					
						Adopted Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget
						2009	2010	2011	2012	2013	2014
Description											
Date of Project											
Date of Voter Approval											
% of Approval											
Date of LFB Approval											
General Obligation Bonds											
Insert new rows here					*						
					*						
					*						
					*						
TOTAL PAYMENTS P-1											
Bond Anticipation Notes											
Insert new rows here	Hopewell Borough		2/19/05		*		\$39,200	\$39,200	\$39,200	\$39,200	\$39,200
					*						
					*						
					*						
TOTAL PAYMENTS P-2							\$39,200	\$39,200	\$39,200	\$39,200	\$39,200
Qualified Capital Leases											
Insert new rows here	Pennington Borough		2/21/04		*		\$45,220	\$45,220	\$45,220	\$45,220	\$45,220
					*						
					*						
					*						
TOTAL PAYMENTS P-3							\$45,220	\$45,220	\$45,220	\$45,220	\$45,220
Non-Qualified Capital Leases											
Insert new rows here	Oshkosh Capital Lease	7/1/04	11/19/02	n/a	n/a	*	\$42,613	\$44,697	\$46,883	\$49,175	\$51,580
						*					
						*					
						*					
TOTAL PAYMENTS P-3a							\$42,613	\$44,697	\$46,883	\$49,175	\$51,580
Intergovernmental Loans											
Insert new rows here						*					
						*					
						*					
						*					
TOTAL PAYMENTS P-4											
Other Bonds Or Notes											
Insert new rows here						*					
						*					
						*					
						*					
TOTAL PAYMENTS P-5											
Total Principal Debt Payments D-1						*	\$42,613	\$129,117	\$131,303	\$133,595	\$136,000
											\$84,420

2010 FIRE DISTRICT BUDGET

Hopewell Township Fire District # 1 (Mercer)

----SUPPLEMENTAL SCHEDULES----

INTEREST PAYMENTS

---DEBT SERVICE SCHEDULE---

						Adopted Budget	Proposed Budget	Projected Budget	Projected Budget	Projected Budget	Projected Budget
						2009	2010	2011	2012	2013	2014
Description											
Date of Project											
Date of Voter Approval											
% of Approval											
Date of LFB Approval											
General Obligation Bonds											
Insert new rows here					*						
					*						
					*						
					*						
					*						
TOTAL PAYMENTS I-1											
Bond Anticipation Notes											
Insert new rows here					*						
					*						
					*						
					*						
					*						
TOTAL PAYMENTS I-2											
Qualified Capital Leases											
Insert new rows here					*						
					*						
					*						
					*						
					*						
TOTAL PAYMENTS I-3											
Non-Qualified Capital Leases											
Insert new rows here	Oshkosh Capital Lease	7/1/04	11/19/02	n/a	n/a	*	\$11,489	\$9,406	\$7,220	\$4,927	\$2,523
						*					
						*					
						*					
						*					
TOTAL PAYMENTS I-3a						*	\$11,489	\$9,406	\$7,220	\$4,927	\$2,523
Intergovernmental Loans											
Insert new rows here					*						
					*						
					*						
					*						
					*						
TOTAL PAYMENTS I-4											
Other Bonds Or Notes											
Insert new rows here					*						
					*						
					*						
					*						
					*						
TOTAL PAYMENTS I-5											
Total Interest Debt Payments D-1						*	\$11,489	\$9,406	\$7,220	\$4,927	\$2,523

TRENTON-MERCER AIRPORT
AIRPORT MANAGER'S OFFICE
1100 Terminal Circle Drive
Suite 301
W. Trenton, NJ 08628

Phone (609) 882-1601
Fax (609) 771-0732
Email: flyttn@mercercounty.org



facsimile transmittal

To: CHERYL SAMSEL Fax: 609.984.7388

From: DON KINTZEL Date: 12/18/09

Re: HOPEWELL TWP FO #1106 Pages: (Including Cover) 4

Copy:

☐ Urgent

☐ For Review

☐ Please Comment

☐ FYI

☒ Per Your Request

☆☆☆ SPECIAL INSTRUCTIONS:

CHERYL

SEE ATTACHED AUDIT NOTES FROM OUR
2008 Audit

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DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

December 17, 2009

F A C S I M I L E

TO: Donald Kintzel
@Fax 609-730-1563
@Tel. 609-730-8156

FROM: Cheryl Samsel
Bureau of Financial Regulation
@Fax (609) 984 -7388
@Tel. (609) 633 -3879
E-Mail csamsel@dca.state.nj.us

RE: Hopewell Twp #1

The following are findings, for your review and follow up, in connection with our review and examination of the CY 2010 introduced budget, for the above referenced local unit. Should you have any questions please call. Thank you.

CY 2010 BUDGET

Page SS-2 Unable to verify beginning balances of Restricted and Unrestricted Net Assets. Please advise.

Page LC-1 Provide copy of CNC-3 form

Note 9: COMPENSATED ABSENCES (CONT'D)

Employees are entitled to twelve paid sick leave days each year that are earned at the rate of one day per month. Sick leave days may be accumulated and carried forward to the following year. Employees are entitled to three personal days per calendar year that are earned at the rate of one day for each four month period. Personal days not used during the year are carried forward to the following year and reclassified as sick leave. Each employee is entitled to vacation leave based on the number of years of continuous service. Up to ten days of unused vacation time may be carried forward to the following year. The vacation time carried forward must be used in the following year or it will be forfeited.

The Fire District compensates employees for unused sick leave upon death or retirement at the current rate of pay. Upon retirement, employees will be paid a lump-sum payment based on fifty percent of the accumulated sick leave on the date of retirement, up to a maximum of \$15,000.00. In the event that an employee dies, the beneficiary will receive a lump-sum payment based on fifty percent of the accumulated sick leave on the date of death, up to a maximum of \$15,000.00. If the employee dies in the line of duty, the beneficiary will receive a lump-sum payment for one hundred percent of the accumulated sick leave upon the date of death, up to a maximum of \$15,000.00. Employees are also compensated at their current rate of pay for unused vacation and compensation time upon termination of employment.

The liability for vested compensated absences is recorded within those funds as the benefits accrue to employees. As of December 31, 2008, the liability for compensated absences in the governmental fund types was \$122,356.86.

Note 10: INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

As of December 31, 2008, no interfund receivables or payables existed. In addition, there were no transfers among the funds during the year.

Note 11: UNRESERVED FUND BALANCES APPROPRIATED - GENERAL FUND

The 2009 annual budget of the Fire District was adopted on January 22, 2009 and will be presented to the voters for approval at the annual election, which will be held on February 21, 2009. The budget utilized \$292,144.00 of unreserved fund balance from the General Fund as anticipated revenue.

The following presents unreserved fund balance of the General Fund as of the end of the last five years and the amount utilized in the subsequent year's budget:

<u>Year</u>	<u>Balance Dec. 31</u>	<u>Utilization in Subsequent Budget</u>
2008	\$ 1,001,929.24	\$ 292,144.00
2007	1,273,998.34	185,500.00
2006	1,097,835.00	293,500.00
2005	906,680.00	184,500.00
2004	713,497.00	116,920.00

Note 12: FUND BALANCES**RESERVED**

Reservations of fund balances of governmental funds are established to either (1) satisfy legal covenants that require that a portion of the fund balance be segregated or (2) identify the portion of the fund balance that is not appropriable for future expenditures. Specific reservations of the fund balance are summarized as follows:

Note 12: FUND BALANCES (CONT'D)**RESERVED (CONT'D)**

For Encumbrances - The reserve for encumbrances was created to represent encumbrances outstanding at the end of the year based on purchase orders and contracts signed by the Board but not completed as of the close of the year. As of December 31, 2008, the balance is \$749.03.

For Future Capital Outlays - These funds are restricted for future capital expenditures to be made in future years. When the Fire District desires to utilize these funds in their annual budget, a capital resolution must be passed by the Board of Fire Commissioners prior to any expenditure against a capital appropriation. As of December 31, 2008, the balance is \$115,004.11.

For New Jersey Unemployment Trust Fund - In accordance with the State of New Jersey, Department of Labor, the Board of Fire Commissioners has elected to fund its New Jersey Unemployment Compensation Insurance under the "Benefit Reimbursement Method" (see Note 8). As a result, there exists at December 31, 2008 a restricted fund balance in the amount of \$3,952.66 for future unemployment claims.

For Dedicated Penalties - Pursuant to N.J.A.C. 5:70-2.12A, certain monies collected by the Fire District for violations by property owners must be placed in the general treasury of the Fire District and be subject to separate accounting. These monies are required to fund the cost of firefighter training and / or new firefighting equipment. As of December 31, 2008, such funds collected by the Fire District amount to \$5,713.02.

UNRESERVED

Of the \$1,001,929.24 unreserved fund balance at December 31, 2008, \$292,144.00 has been designated for subsequent year's expenditures (see Note 11).

Note 13: LENGTH OF SERVICE AWARD PROGRAMS

The Fire District's Length of Service Awards Program (LOSAP) was created by a Fire District Resolution adopted on December 9, 1999 pursuant to Section 457 (e)(11)(13) of the Internal Service Code of 1986, as amended, except for provisions added by reason of the Length of Service Award Program as enacted into federal law in 1997. The voters of the Township of Hopewell Fire District No. 1 approved the adoption of the Plan at the annual election held on February 19, 2000, and the first year of eligibility for entrance into the Plan by qualified volunteers was calendar year 2000. The Plan provides tax deferred income benefits to active volunteer firefighters and emergency medical personnel.

Amounts deferred under Section 457 plans must be held in trust for the exclusive benefit of participating employees and not be accessible by the Fire District or its creditors.

As required by N.J.A.C. 5:30-14.49, the Fire District must have an annual review of its LOSAP performed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

** Transmit Conf. Report **

P.1

Dec 18 2009 9:34

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
9847388	NORMAL	18, 9:34	0'38"	4	# O K	

TRENTON-MERCER AIRPORT
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Phone (609) 882-1601
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facsimile transmittal

To: CHERYL SAMSEL Fax: 609. 984. 7388
From: Don Kintzel Date: 12/18/09
Re: Hopewell trp FD #1106 Pages: (Including Cover) 4

Copy: _____

☐ Urgent☐ For Review☐ Please Comment☐ FYI☒ Per Your Request

☆☆☆ SPECIAL INSTRUCTIONS.

CHERYLSEE ATTACHED AUDIT NOTES FROM OUR2008 Audit

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DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

December 17, 2009

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TO: Donald Kintzel
@Fax 609-730-1563
@Tel. 609-730-8156

FROM: Cheryl Samsel
Bureau of Financial Regulation
@Fax (609) 984 -7388
@Tel. (609) 633 -3879
E-Mail csamsel@dca.state.nj.us

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CY 2010 BUDGET

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Page LC-1 Provide copy of CNC-3 form

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RESERVED (CONT'D)

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For New Jersey Unemployment Trust Fund - In accordance with the State of New Jersey, Department of Labor, the Board of Fire Commissioners has elected to fund its New Jersey Unemployment Compensation Insurance under the "Benefit Reimbursement Method" (see Note 8). As a result, there exists at December 31, 2008 a restricted fund balance in the amount of \$3,952.66 for future unemployment claims.

For Dedicated Penalties - Pursuant to N.J.A.C. 5:70-2.12A, certain monies collected by the Fire District for violations by property owners must be placed in the general treasury of the Fire District and be subject to separate accounting. These monies are required to fund the cost of firefighter training and / or new firefighting equipment. As of December 31, 2008, such funds collected by the Fire District amount to \$5,713.02.

UNRESERVED

Of the \$1,001,929.24 unreserved fund balance at December 31, 2008, \$292,144.00 has been designated for subsequent year's expenditures (see Note 11).

Note 13: LENGTH OF SERVICE AWARD PROGRAMS

The Fire District's Length of Service Awards Program (LOSAP) was created by a Fire District Resolution adopted on December 9, 1999 pursuant to Section 457 (e)(11)(13) of the Internal Service Code of 1986, as amended, except for provisions added by reason of the Length of Service Award Program as enacted into federal law in 1997. The voters of the Township of Hopewell Fire District No. 1 approved the adoption of the Plan at the annual election held on February 19, 2000, and the first year of eligibility for entrance into the Plan by qualified volunteers was calendar year 2000. The Plan provides tax deferred income benefits to active volunteer firefighters and emergency medical personnel.

Amounts deferred under Section 457 plans must be held in trust for the exclusive benefit of participating employees and not be accessible by the Fire District or its creditors.

As required by N.J.A.C. 5:30-14.49, the Fire District must have an annual review of its LOSAP performed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

☆☆☆ **SPECIAL INSTRUCTIONS.**

CHERYL

SEE ATTACHED AUDIT NOTES FROM OUR
2008 AUDIT

** Transmit Conf. Report **

P.1

Dec 18 2009 9:34

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
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TRENTON-MERCER AIRPORT
AIRPORT MANAGER'S OFFICE
1100 Terminal Circle Drive
Suite 301
W. Trenton, NJ 08628

Phone (609) 882-1601
Fax (609) 771-0732

Email: flytt@mercercounty.org



facsimile transmittal

To: CHERYL SANSER Fax: 609.984.7388
From: DON KINTZEL Date: 12/18/09
Re: HOPEWELL TWP FO #1106 Pages: (Including Cover) 4
Copy:

☐ Urgent ☐ For Review ☐ Please Comment ☐ FYI ☒ Per Your Request

☆☆☆ SPECIAL INSTRUCTIONS.

CHERYL

SEE ATTACHED AUDIT NOTES FROM OUR
2008 AUDIT

LEASE WITH OPTION TO PURCHASE AGREEMENT

Lessee

Pennington Borough Fire District No. 1
1 Broemel Place
Pennington, New Jersey 08534

Lessor

Kansas State Bank of Manhattan
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of February 4, 2005

This Lease With Option to Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires to finance the purchase of the Equipment described in Exhibit "A" to Lessee and Lessee desires to finance the purchase of the Equipment from Lessor subject to the terms and conditions of this Agreement which are set forth below.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit E as well as other exhibits or documents that may be required by the Lessor all of which relate to a lease of additional Equipment.

"Agreement" means this Lease with Option to Purchase Agreement and all Exhibits attached hereto.

"Budget Year" means the Lessee's fiscal year.

"Commencement Date" is the date when Lessee's obligation to pay rent begins.

"Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements.

"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means the entity originally listed above as Lessor or any of its assignees.

"Lease Term" means the Original Term and all Renewal Terms.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.

"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B".

"State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

- (a) Lessee is an "issuer of tax exempt obligations" because Lessee is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Lessee is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b).
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement, and has used such authority to properly execute and deliver this Agreement. Lessee has followed all proper procedures of its governing body in executing this Agreement. The Officer of Lessee executing this Agreement has the authority to execute and deliver this Agreement. This Agreement constitutes a legal, valid, binding and enforceable obligation of the Lessee in accordance with its terms.
- (c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement.
- (d) Lessee shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the Interest Portion of the Rental Payments as a result of the failure of the Lessee to use the Equipment for governmental purposes, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under this Agreement ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on this Agreement to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (g) Lessee has never non-appropriated funds under an Agreement similar to this Agreement.
- (h) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (i) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
- (j) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (k) Lessee presently intends to continue this Agreement for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Agreement, Lessor and Lessee agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Agreement shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the Escrow agent for credit to the Equipment Acquisition Fund the sum of \$N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition and Acceptance. Lessee shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Acceptance Certificate by an employee, official or agent of the Lessee having managerial, supervisory or procurement authority with respect to the Equipment shall constitute acceptance of the Equipment on behalf of the Lessee.

Section 3.02. Rental Payments. Lessee shall pay Rental Payments exclusively to Lessor or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. The Rental Payments are due as set forth on Exhibit B. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date for the number of days that the Rental Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Rental Payment(s) were late. Lessor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Rental Payment that is past due. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. Upon thirty (30) days written notice, Lessee shall have the option to pay, in addition to the Rental Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Lessee on the Rental Payment date and no partial prepayments are allowed. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment to Lessee.

Section 3.05. Lease Term. The Lease Term of the Agreement shall be the Original Term and all Renewal Terms until all the Rental Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not non-appropriated as provided for in this Agreement then the Lease Term shall be extended into the next Renewal Term and the Lessee shall be obligated to make all the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term and the funds to make such Rental Payments are otherwise unavailable by any lawful means whatsoever, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under this Agreement and from using any moneys to pay the Rental Payments due under this Agreement for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under this Agreement regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment to Lessor as provided herein and conveyed to Lessor or released its interest in the Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor as provided below in Section 9.04. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver the Equipment to Lessor, then Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Lessee is required to make Rental Payments. Lessee shall provide Lessor with a Certificate of Insurance which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.
- (c) Lessee may self-insure against the casualty risks and liability risks described above. If Lessee chooses this option, Lessee must furnish Lessor with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insureds and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee) which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 or in the event Lessee defaults under Section 9.01. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor. Absolute ownership of the Equipment will not occur until the Lessee makes all the scheduled Rental Payments or until the Lessee pays the then applicable Purchase Option Price all as set forth herein.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A". The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to this Agreement may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a Registered Owner for Lease Participation Certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due hereunder relating to such Equipment to or at the direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Lessee. None of Lessee's right, title and interest under this Agreement and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Lessee is responsible for obtaining such title(s) from the State and also for ensuring that Lessor is listed as First Lienholder on all of the title(s). Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. Lessee agrees that Lessor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement.

- (e) Any provision of this Agreement which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Lessor.
- (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Agreement, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment to Lessor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Lessee fails to deliver the Equipment, Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of the Equipment, Lessee shall still be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to the Equipment caused by Lessee or its employees or agents.
- (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Lessee shall be responsible to Lessor for all costs incurred by Lessor in the enforcement of its rights under this Agreement including, but not limited to, reasonable attorney fees.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04. Return of Equipment and Storage.

- (a) **Surrender:** The Lessee shall, at its own expense, surrender the Equipment to the Lessor in the event of a default or a non-appropriation by delivering the Equipment to the Lessor to a location accessible by common carrier and designated by Lessor. In the case that any of the Equipment consists of software, Lessee shall destroy all intangible items constituting such software and shall deliver to Lessor all tangible items constituting such software. At Lessor's request, Lessee shall also certify in a form acceptable to Lessor that Lessee has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Lessor and/or the vendor of the software to inspect Lessee's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment shall be delivered to the location designated by the Lessor by a common carrier unless the Lessor agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Lessee shall arrange for the shipping of the item and its insurance in transit in accordance with the Lessor's instructions and at the Lessee's sole expense. Lessee at its expense shall completely sever and disconnect the Equipment or its component parts from the Lessee's property all without liability to the Lessor. Lessee shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Lessee shall deliver to the Lessor the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Lessee's possession relating to the maintenance and methods of operation of such Equipment.
- (c) **Condition:** When the Equipment is surrendered to the Lessor it shall be in the condition and repair required to be maintained under this Agreement. It will also meet all legal regulatory conditions necessary for the Lessor to sell or lease it to a third party and be free of all liens. If Lessor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Lessor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Lessee shall promptly reimburse Lessor for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Lessor, the Lessee shall provide free storage for the Equipment or any item of the Equipment for a period not to exceed 60 days after the expiration of its lease term before returning it to the Lessor. The Lessee shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Lessor shall reimburse the Lessee on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Master Lease. This Agreement can be utilized as a Master Lease Agreement. This means that the Lessor and the Lessee may agree to the lease of additional Equipment under this Agreement at some point in the future by executing one or more Additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit E as well as other exhibits or documents that may be required by Lessor. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Agreement shall govern each Additional Schedule.

Section 10.08. Entire Writing. This Agreement constitutes the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

PENNINGTON BOROUGH FIRE DISTRICT NO. 1

KANSAS STATE BANK OF MANHATTAN



Signature

William Meynott, Chairman

Typed Name and Title



Signature

MARK A. SKOCHDOPOLE

ASST. VICE-PRESIDENT

Typed Name and Title

- (e) Any provision of this Agreement which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Lessor.
- (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Agreement, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment to Lessor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Lessee fails to deliver the Equipment, Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of the Equipment, Lessee shall still be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to the Equipment caused by Lessee or its employees or agents.
- (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Lessee shall be responsible to Lessor for all costs incurred by Lessor in the enforcement of its rights under this Agreement including, but not limited to, reasonable attorney fees.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04. Return of Equipment and Storage.

- (a) **Surrender:** The Lessee shall, at its own expense, surrender the Equipment to the Lessor in the event of a default or a non-appropriation by delivering the Equipment to the Lessor to a location accessible by common carrier and designated by Lessor. In the case that any of the Equipment consists of software, Lessee shall destroy all intangible items constituting such software and shall deliver to Lessor all tangible items constituting such software. At Lessors request, Lessee shall also certify in a form acceptable to Lessor that Lessee has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Lessor and/or the vendor of the software to inspect Lessee's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment shall be delivered to the location designated by the Lessor by a common carrier unless the Lessor agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Lessee shall arrange for the shipping of the item and its insurance in transit in accordance with the Lessor's instructions and at the Lessee's sole expense. Lessee at its expense shall completely sever and disconnect the Equipment or its component parts from the Lessee's property all without liability to the Lessor. Lessee shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Lessee shall deliver to the Lessor the plans, specifications operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Lessee's possession relating to the maintenance and methods of operation of such Equipment.
- (c) **Condition:** When the Equipment is surrendered to the Lessor it shall be in the condition and repair required to be maintained under this Agreement. It will also meet all legal regulatory conditions necessary for the Lessor to sell or lease it to a third party and be free of all liens. If Lessor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Lessor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Lessee shall promptly reimburse Lessor for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Lessor, the Lessee shall provide free storage for the Equipment or any item of the Equipment for a period not to exceed 60 days after the expiration of its lease term before returning it to the Lessor. The Lessee shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Lessor shall reimburse the Lessee on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

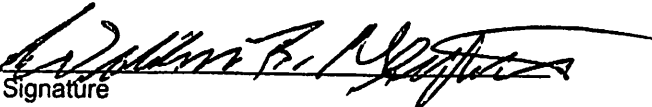
Section 10.07. Master Lease. This Agreement can be utilized as a Master Lease Agreement. This means that the Lessor and the Lessee may agree to the lease of additional equipment under this Agreement at some point in the future by executing one or more Additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit E as well as other exhibits or documents that may be required by Lessor. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Agreement shall govern each Additional Schedule.

Section 10.08. Entire Writing. This Agreement constitutes the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

PENNINGTON BOROUGH FIRE DISTRICT NO. 1

KANSAS STATE BANK OF MANHATTAN


Signature

William Mextrott, Chairman
Typed Name and Title

Signature

Typed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Lease With Option to Purchase Agreement dated as of February 4, 2005, between Kansas State Bank of Manhattan (Lessor) and Pennington Borough Fire District No. 1 (Lessee)

Below is a detailed description of all the items of Equipment including quantity, model-number and serial number where applicable:

One (1) 2005 Rosenbauer Spartan Gladiator Evolution Rescue Pumper

Physical Address of Equipment after Delivery: BROMMEL PLACE, PENNINGTON, N.J.

EXHIBIT B


PAYMENT SCHEDULE

RE: Lease With Option to Purchase Agreement dated as of February 4, 2005, between Kansas State Bank of Manhattan (Lessor) and Pennington Borough Fire District No. 1 (Lessee)

Date of First Payment:	At Closing
Original Balance:	\$519,000.00
Total Number of Payments:	Seven (7)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Rental Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	4-Feb-05	\$85,800.56	\$0.00	\$85,800.56	\$444,833.00
2	4-Feb-06	\$84,857.19	\$20,880.21	\$63,976.98	\$377,769.13
3	4-Feb-07	\$84,857.19	\$17,796.52	\$67,060.67	\$308,022.71
4	4-Feb-08	\$84,857.19	\$14,564.20	\$70,292.99	\$235,486.43
5	4-Feb-09	\$84,857.19	\$11,176.08	\$73,681.11	\$160,048.70
6	4-Feb-10	\$84,857.19	\$7,624.65	\$77,232.54	\$81,593.46
7	4-Feb-11	\$84,857.19	\$3,902.04	\$80,955.15	\$0.00

Pennington Borough Fire District No. 1


Signature

William Meytroff, Chairman
Typed Name and Title

**Assumes all Rental Payments due to date are paid*

EXHIBIT E

LESSEE RESOLUTION

RE: Lease With Option to Purchase Agreement dated as of February 4, 2005, between Kansas State Bank of Manhattan (Lessor) and Pennington Borough Fire District No. 1 (Lessee)

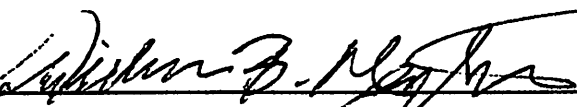
At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on FEBRUARY 15, 2005 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

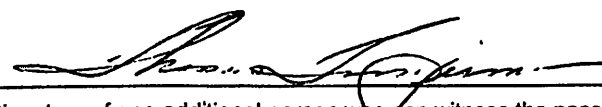
1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Lease With Option to Purchase Agreement dated as of February 4, 2005, between Pennington Borough Fire District No. 1 (Lessee) and Kansas State Bank of Manhattan (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement.

Authorized Individual(s): William Meytrott, Chairman
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Signature: 
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Typed Name & Title William Meytrott, Chairman
(Typed Name and Title of individual who signed directly above)

Attested By: 
(Signature of one additional person who can witness the passage of this Resolution)

Typed Name & Title: Thomas Timperman, Secretary
(Typed name of individual who signed directly above)

EXHIBIT F

BANK QUALIFIED CERTIFICATE

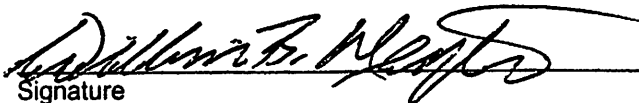
RE: Lease With Option to Purchase Agreement dated as of February 4, 2005, between Kansas State Bank of Manhattan (Lessor) and Pennington Borough Fire District No. 1 (Lessee)

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates this Agreement as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Agreement is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Pennington Borough Fire District No. 1


Signature

William MEYTROTT, Chairman
Typed Name and Title

EXHIBIT G

OFFICERS CERTIFICATE

RE: Lease With Option to Purchase Agreement dated as of February 4, 2005, between Kansas State Bank of Manhattan (Lessor) and Pennington Borough Fire District No. 1 (Lessee)

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the governing body of Lessee to sign this Officers Certificate with respect to the above referenced Agreement. I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. Lessee has obtained insurance coverage as required under the Agreement from an insurer qualified to do business in the State.
3. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
4. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
5. The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
6. During the term of the Agreement, the Equipment will be used for essential governmental functions. Such functions are:

FIRE SUPPRESSION AND PROTECTION

7. Please list the Source of Funds (Fund Item in Budget) for the Rental Payments that come due under Exhibit B of this Agreement.

ANNUAL APPROPRIATION FROM TAX REVENUE

8. Please state why you reasonably expect and anticipate that adequate funds will be available for all future Rental Payments that will come due under Exhibit B.

BOARD HAS TAXING AUTHORITY TO CONTINUE TO
RAISE REVENUES

Pennington Borough Fire District No. 1

Signature

William Meytrott, Chairman
Typed Name and Title

**ERIC M. PERKINS
ATTORNEY AT LAW
9 DOGWOOD LANE
SKILLMAN, NEW JERSEY 08558
(609) 586-4800 ext 3979**

Kansas State Bank of Manhattan
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

February 15, 2005

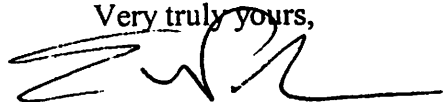
Re: Lease with Option to Purchase Agreement dated February 4, 2005, between Kansas State Bank of Manhattan (Lessor) and Board of Fire Commissioners, Pennington Borough, District 1 (Lessee)

Ladies and Gentlemen:

As legal counsel to the Lessee, I have examined the foregoing Agreement and such other opinions, documents, and matters of law as I have deemed necessary in connection with this Agreement. Based on the foregoing, I am of the following opinions:

- 1) Lessee is a political subdivision of the State of New Jersey, or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State.
- 2) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement. The Agreement and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of the Lessee, and the Agreement is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms.
- 3) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
- 4) There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Lessee or any of the Lessee's officers or employees to enter into the Agreement.
- 5) The above opinion is for the sole benefit of the Lessor listed above and can only be relied upon by the Lessor or any permitted assignee or sub assignee of Lessor under the Agreement.

Very truly yours,



Eric M. Perkins
Attorney for the Board

2010 FIRE DISTRICT BUDGET RESULTS CERTIFICATION

Municipality:	Hopewell Township	Fire District #:	1
County:	Mercer		

2010 ADOPTED BUDGET	
Amount to be Raised by Taxation	\$ 2,440,438.00
Tax Rate Per Hundred	\$ 0.054
Total Yes Votes	# 154
Total No Votes	# 103

OTHER REFERENDUM QUESTIONS

	Levy Cap Referendum (N.J.S.A. 40A:45-45.1 et seq.)	Initial LOSAP N.J.S.A. 40A:14-183 et seq.)	CAPITAL PROJECTS (N.J.S.A. 40A:14-84 AND 85)		
			Capital #1 Description of Project:	Capital #2 Description of Project:	Capital #3 Description of Project:
Amount	\$ —	\$ —	\$ —	\$ —	\$ —
Total Votes	# —	# —	# —	# —	# —
Total "Yes" Votes	# —	# —	# —	# —	# —
Total "No" Votes	# —	# —	# —	# —	# —
% of Yes Votes	— %	— %	— %	— %	— %

It is hereby certified that the above information complies with the requirements of law and regulation pursuant to N.J.A.C. 5:31-2.4(b),(c) and (d).

Signed Certification:	<i>Donald C. Kintzel</i>	Date:	2/20/2010
Printed Name:	DONALD C. KINTZEL		
Telephone #:	609. 730. 8156	Fax #:	609. 730. 1563
Cell Phone #:	609. 273. 5026		
E-mail:	DONKINTZEL@COMCAST.NET		

We appreciate your timely assistance in providing these results.

Please return the results to the Division by February 20, 2010, by fax to 609-984-7388, or e-mail to dlls@dca.state.nj.us, or by mail to:

Bureau of Authority Regulation
P.O. Box 803
Trenton NJ 08625

election info