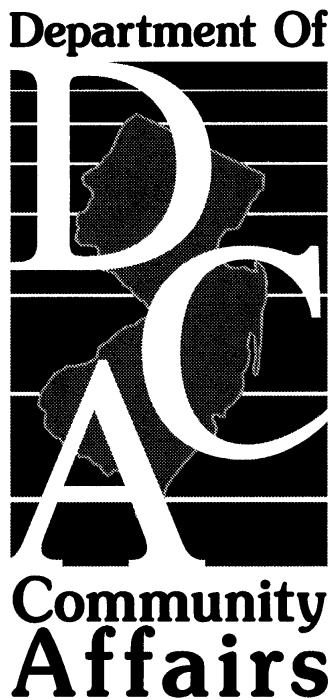


# 2018

## Hopewell Township Fire District No. 1

# Fire District Budget

[Hopewelltwpfire.org](http://Hopewelltwpfire.org)



Division of Local Government Services

# **2018 FIRE DISTRICT BUDGET**

## **Certification Section**

**2018**

**Hopewell Township Fire District No. 1**

**FIRE DISTRICT BUDGET**

**FISCAL YEAR: January 1, 2018 to December 31, 2018**

**For Division Use Only**

**CERTIFICATION OF APPROVED BUDGET**

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION OF ADOPTED BUDGET**

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

# 2018 PREPARER'S CERTIFICATION

## Hopewell Township Fire District No. 1

### FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2018 to December 31, 2018

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

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

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

# 2018 PREPARER'S CERTIFICATION OTHER ASSETS

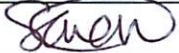
## Hopewell Township Fire District No. 1

### FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2018 to December 31, 2018

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

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

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

# 2018 APPROVAL CERTIFICATION

## Hopewell Township Fire District No. 1

### FIRE DISTRICT BUDGET

**FISCAL YEAR: January 1, 2018 to December 31, 2018**

It is hereby certified that the Fire District Budget, including all schedules appended hereto, are a true copy of the Annual Budget approved by resolution by the Board of Commissioners of the Fire District, at an open public meeting held pursuant to N.J.A.C. 5:31-2.4, on the 14th day of December, 2017.

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

Officer's Signature:			
Name:	Donald C. Kintzel		
Title:	Secretary		
Address:	201 Washington Crossing-Pennington Rd		
Phone Number:	609-730-8156	Fax Number:	609-730-1563
E-mail address:	dckintzel@verizon.net		

# FIRE DISTRICT INTERNET WEBSITE CERTIFICATION

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

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

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

Name of Officer Certifying compliance

*Timothy M. Lynch*

Title of Officer Certifying compliance

*Treasurer*

Signature

# 2018 FIRE DISTRICT BUDGET RESOLUTION

## Hopewell Township Fire District No. 1

FISCAL YEAR: January 1, 2018 TO December 31, 2018

### Resolution 2017-52

WHEREAS, the Annual Budget for the Hopewell Township Fire District No. 1 (the "Fire District") for the fiscal year beginning January 1, 2018 and ending December 31, 2018 has been presented before the Board of Commissioners of the Fire District at its open public meeting of December 14, 2017, 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.) which includes a proposed public referendum in the amount of \$55,000 as an appropriation from restricted fund balance to be used as budget revenue; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$4,173,536, which includes an amount to be raised by taxation of \$3,596,744, and Total Appropriations of \$4,173,536; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Fire District, at an open public meeting held on December 14, 2017 that the Annual Budget, including all related schedules, of the Fire District for the fiscal year beginning January 1, 2018 and ending December 31, 2018 is hereby approved; and

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

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Fire District will consider the Annual Budget for adoption on January 11, 2018.

  
(Secretary's Signature)

12/14/2017  
(Date)

#### Board of Commissioners Recorded Vote

Member	Aye	Nay	Abstain	Absent
✓ BURD	✓			
✓ KINTZEL	✓			
✓ LYNNCH	✓			
✓ TACKACS	✓			
✓ CHIPOWLSKY	✓			

# **2018 ADOPTION CERTIFICATION**

## **Hopewell Township Fire District No. 1**

### **FIRE DISTRICT BUDGET**

**FISCAL YEAR: January 1, 2018 to December 31, 2018**

It is hereby certified that the Fire District Budget annexed hereto is a true copy of the Budget adopted by the Board of Commissioners of the Fire District, pursuant to N.J.A.C. 5:31-2.4, on the 11th day of January, 2018.

Officer's Signature:			
Name:	Donald C. Kintzel		
Title:	Secretary		
Address:	201 Washington Crossing-Pennington Rd		
Phone Number:	609-730-8156	Fax Number:	609-730-1563
E-mail address:	dckintzel@verizon.net		

# 2018 ADOPTED BUDGET RESOLUTION

## Hopewell Township Fire District No. 1

**FISCAL YEAR: January 1, 2018 to December 31, 2018**

WHEREAS, the Annual Budget for the Hopewell Township Fire District No. 1 (the "Fire District") for the fiscal year beginning January 1, 2018 and ending December 31, 2018, has been presented for adoption before the Board of Commissioners of the Fire District at its open public meeting of January 11, 2018; 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.) which includes a proposed public referendum in the amount of \$55,000 as an appropriation from restricted fund balance to be used as budget revenue; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Fire District at an open public meeting held on January 11, 2018 that the Annual Budget of the Fire District for the fiscal year beginning January 1, 2018 and ending December 31, 2018, is hereby adopted and shall constitute appropriations for the purposes stated and authorization of Total Revenues of \$ \_\_\_\_\_, which includes amount to be raised by taxation of \$ \_\_\_\_\_, and Total Appropriations of \$ \_\_\_\_\_; and

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

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

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(Secretary's Signature)

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(Date)

**Board of Commissioners Recorded Vote**

Member	Aye	Nay	Abstain	Absent

## **2018 FIRE DISTRICT BUDGET**

### **Narrative and Information Section**

# 2018 FIRE DISTRICT BUDGET MESSAGE & ANALYSIS

## Hopewell Township Fire District No. 1

**FISCAL YEAR: January 1, 2018 to December 31, 2018**

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

1. Complete a brief statement on the 2018 proposed Annual Budget and make comparison to the 2017 adopted budget. Explain any variances over +/-10% for each line item. Explanations of variances should include a description of the reason for the increase/decrease in the budgeted line item, not just an indication of the amount and percent of the change. Attach any supporting documentation that will help to explain the reason for the increase/decrease in the budgeted line item.

**The total 2018 budget appropriations will increase by \$288,358 in comparison to the 2017 adopted budget.**

**Part of this is a result of an increase in administration and payroll costs, including contractual salary increases, 2018 pension contributions, contractual salary increases with resulting increases in fringe benefits, increased per-diem hourly rate, insurance increases, potential promotions, office supplies, printing needs, software maintenance contracts, Debt Service Interest payments, a fire services vehicle, uniform needs, vehicle repairs, station rental, legal services, cellphone and technology costs, increased quarterly contractor payments and increased equipment maintenance costs.**

**These increases are offset by reductions in Debt Service Principal payments, training costs, and use of Fund Balance.**

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

**The amount to be raised in taxation in the proposed 2018 budget will increase by \$166,486 in comparison to the 2017 adopted budget; thus causing the tax rate per \$100.00 of assessed valuation to increase to \$.090. The District will utilize \$375,307 of Unrestricted Fund Balance in the 2018 Budget to remain within the allowable 2% levy cap.**

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

**The Commissioners will continue to strictly oversee the budget to ensure compliance and funding for the 2018 budget. The fire protection of the citizens and property owners will be the mandate of the Fire Commissioners. The Commissioners are well aware of future responsibilities of the public and will take measures to ensure public safety and compliance with state mandates.**

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

**The Fire District is utilizing Unrestricted Fund Balance to balance the budget and stay within the 2% Property Tax Levy Cap to be in compliance. The Fire District is not requesting any cap waiver in 2018.**

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

**The Fire District passed a resolution for the Release of Restricted Funds for the purchase of a Sport Utility Vehicle for emergency response. A special meeting was held on November 30, 2017 and the public approved the release of funds.**

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

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

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

**Not Applicable.**

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

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

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

Total Assessed Valuation of District	\$
Proposed Tax Rate per \$100 of Assessed Valuation	\$

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

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

No		Yes	
----	--	-----	--

# FIRE DISTRICT CONTACT INFORMATION 2018

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

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

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

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

<b>Secretary/Treasurer:</b>	Donald C. Kintzel / Timothy Lynch		
Phone: (ext.)	609-730-8156	Fax:	609-730-1563
E-mail:	dekintzel@verizon.net / tlynch@hopewelltwpfire.org		

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

# FIRE DISTRICT INFORMATIONAL QUESTIONNAIRE

## Hopewell Township Fire District No. 1

**FISCAL YEAR: January 1, 2018 to December 31, 2018**

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

- 1) Provide the number of regular voting members of the governing body: 5
- 2) Provide the number of alternate voting members of the governing body: 0
- 3) Did any current or former commissioner or officer have a family or business relationship with any other current or former commissioner or officer during the current fiscal year? NO If "yes," attach a description of the relationship including the names of the individuals involved and their positions at the Fire District.
- 4) Did all individuals that were required to file a Financial Disclosure Statement for the current fiscal year because of their relationship with the Fire District file the form as required? YES If "no," provide a list of those individuals who failed to file a Financial Disclosure Statement and an explanation as to the reason for their failure to file.
- 5) Does the Fire District have any amounts receivable from current or former commissioners, officers, or employees? NO If "yes," attach a list of those individuals, their position, the amount receivable, and a description of the amount due to the Fire District.
- 6) Was the Fire District a party to a business transaction with one of the following parties:
  - a. A current or former commissioner, officer, or employee? NO
  - b. A family member of a current or former commissioner, officer, or employee? NO
  - c. An entity of which a current or former commissioner, officer, or employee (or family member thereof) was an officer or direct or indirect owner? NO

If the answer to any of the above is "yes," attach a description of the transaction including the name of the commissioner, officer, or employee (or family member thereof) of the Fire District; the name of the entity and relationship to the individual or family member; the amount paid; and whether the transaction was subject to a competitive bid process.
- 7) Did the Fire District provide any of the following to or for a commissioner, officer, or any other employee of the Fire District:
  - a. First class or charter travel NO
  - b. Travel for companions NO
  - c. Tax indemnification and gross-up payments NO
  - d. Discretionary spending account NO
  - e. Housing allowance or residence for personal use NO
  - f. Payments for business use of personal residence NO
  - g. Vehicle/auto allowance or vehicle for personal use NO
  - h. Health or social club dues or initiation fees NO
  - i. Personal services (i.e.: maid, chauffeur, chef) NO

If the answer to any of the above is "yes," attach a description of the transaction including the name and position of the individual and the amount expended.

# FIRE DISTRICT INFORMATIONAL QUESTIONNAIRE (CONTINUED)

## Hopewell Township Fire District No. 1

**FISCAL YEAR: January 1, 2018 to December 31, 2018**

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

**Motor Pool - 1989 Hual-Rite Boat Trailer**

**Motor Pool - 1990 Peterbilt Pumper Tanker**

**Motor Pool - 1999 KME Aerial Fire Truck**

**Motor Pool - 2000 Ford Brush Vehicle**

**Motor Pool - 2002 Fire Safety Education Trailer**

**Motor Pool - 2003 Ford Expeditions**

**Motor Pool - 2003 Ford Crew Cab Utility Pick-Up**

**Motor Pool - 2004 Pierce Fire Truck**

**Motor Pool - 2014 Ford Ambulance**

**Motor Pool - 2006 Ford Explorer**

**Motor Pool - 2010 Haul Rite Boat Trailer**

**Assigned - 2010 Chevrolet Tahoe – Lieutenant**

**Assigned - 2016 Chevrolet Tahoe – Chief of Emergency Services**

**Motor Pool - 2016 Ford E-450 Ambulance**

9) Did the Fire District make any payments to current or former commissioners or employees for severance or termination? **NO** If "yes," attach explanation including amount paid.

10) Did the Fire District make any payments to current or former commissioners or employees that were contingent upon the performance of the Fire District or that were considered discretionary bonuses? **NO** If "yes," attach explanation including amount paid.

11) Does the Fire District contract with another entity (i.e.: volunteer fire company, neighboring municipality, etc.) to provide fire protection or EMS services within the Fire District? **YES**

12) If the answer to #11 above is "yes," did the Fire District execute a written agreement with the entity that details the services that the entity will provide and the amount to be paid by the Fire District to the entity for the services provided? **YES** If "yes," attach a copy of the agreement. If "no," attach a description of the arrangement for services with the entity including the services provided and the basis for the amount paid by the Fire District to the entity. Also explain why the Fire District does not have a formal written agreement with the entity.

13) Does the Fire District have a Length of Service Award Program (LOSAP) plan? **YES** If "yes," indicate a) the year it was implemented (**2001**); b) the total number of volunteer members presently eligible to participate (**approximately 100**); c) the total number of volunteer members presently vested (**approximately 40**); d) whether the annual contribution for each vested member is fixed or based on an automatic increase? (**increases are per CPI adjustment published by the DLGS**); e) the total LOSAP budgeted for the current year (**\$219,000**); and f) whether the Fire District has required the Plan Contractor to submit its annual financial statement to the Director of the Division of Local Government Services pursuant to N.J.A.C. 5:30-14.49 (**annual LOSAP audit is submitted to the DLGS**.)

# FIRE DISTRICT SCHEDULE OF COMMISSIONERS AND OFFICERS

## Hopewell Township Fire District No. 1

**FISCAL YEAR: January 1, 2018 to December 31, 2018**

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

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

<b>Michael Chipowsky, Chairman</b>	<b>\$4,470.00</b>
<b>Timothy Lynch, Secretary</b>	<b>\$4,942.50</b>
<b>Erick Burd, Vice Chairman</b>	<b>\$3,135.00</b>
<b>Donald C. Kintzel, Secretary</b>	<b>\$4,942.50</b>
<b>Augustine Tackacs, Commissioner</b>	<b>\$3,135.00</b>
<b>Matthew Martin, Chief</b>	<b>\$146,079.00</b>
<b>Daniel Schulman, Lieutenant</b>	<b>\$95,156.00</b>
<b>Jonathan Moore, Lieutenant</b>	<b>\$97,177.00</b>
<b>Andrew Fosina, Fire Official</b>	<b>\$90,075.00</b>

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

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

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

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

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

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

# **2018 FIRE DISTRICT BUDGET**

## **Financial Schedules Section**

**Instructions:**

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

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

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

Name of Fire District:

Hopewell Twp Fire District #1

County:

Mercer

**Levy Cap Calculation Summary**

2017 Adopted Budget - Amount to be Raised by Taxation	\$	3,430,258
Cap Bank Available from 2015 (See Levy Cap Certification)		-
Cap Bank Available from 2016 (See Levy Cap Certification)		91,608
Cap Bank Available from 2017 (See Levy Cap Certification)		-
Cap Bank Used from 2015		
Cap Bank Used from 2016		
Cap Bank Used from 2017		
Changes in Service Provider (+/-)		
DLGS Approved Adjustments		
Cancelled or Unexpended Referendum Amount (Enter as a positive number)		
Assessed Valuation of District for adopted budget		3,969,467,988
New Ratables - Increase in Valuations (New Construction and Additions)		7,998,600
Adopted Fire District Tax Rate (three decimals) per \$100		\$0.087
Projected Tax Rate based upon Proposed Levy		0.090428015

## 2018 Budget Summary

### Hopewell Twp Fire District #1 Mercer

	<i>2018 Proposed Budget</i>	<i>2017 Adopted Budget</i>	<i>\$ Increase (Decrease) Proposed vs. Adopted</i>	<i>% Increase (Decrease) Proposed vs. Adopted</i>
<b>REVENUES AND FUND BALANCE UTILIZED</b>				
Total Fund Balance Utilized	\$ 375,307	\$ 265,000	\$ 110,307	41.6%
Total Miscellaneous Anticipated Revenues	7,321	7,321	-	0.0%
Total Sale of Assets	-	-	-	#DIV/0!
Total Interest on Investments & Deposits	5,925	5,205	720	13.8%
Total Other Revenue	48,700	45,000	3,700	8.2%
Total Operating Grant Revenue	-	-	-	#DIV/0!
Total Revenues Offset with Appropriations	<u>139,539</u>	<u>132,394</u>	<u>7,145</u>	5.4%
Total Revenues and Fund Balance Utilized	576,792	454,920	121,872	26.8%
Amount to be Raised by Taxation to Support Budget	<u>3,596,744</u>	<u>3,430,258</u>	<u>166,486</u>	4.9%
Total Anticipated Revenues	<u>4,173,536</u>	<u>3,885,178</u>	<u>288,358</u>	7.4%
<b>APPROPRIATIONS</b>				
Total Administration	383,897	355,481	28,416	8.0%
Total Cost of Operations & Maintenance	3,164,623	2,975,961	188,662	6.3%
Total Appropriations Offset with Revenue	136,554	132,394	4,160	3.1%
Total Appropriated for Duly Incorporated First Aid/Rescue Squad	-	-	-	#DIV/0!
Total Deferred Charges	-	-	-	#DIV/0!
Cash Deficit, Preceeding Year (N.J.S.A. 40A:14-78.6)	-	-	-	#DIV/0!
Length of Service Award Program (LOSAP) Contribution (P.L.1997,c.388)	219,000	217,460	1,540	0.7%
Total Capital Appropriations	55,000	-	55,000	#DIV/0!
Total Principal Payments on Debt Service	156,822	188,557	(31,735)	-16.8%
Total Interest Payments on Debt	<u>57,640</u>	<u>15,325</u>	<u>42,315</u>	276.1%
Total Appropriations	<u>4,173,536</u>	<u>3,885,178</u>	<u>288,358</u>	7.4%
<b>ANTICIPATED SURPLUS (DEFICIT)</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	#DIV/0!

## 2018 Revenue Schedule

### Hopewell Twp Fire District #1

Mercer

	2018 Proposed Budget	2017 Adopted Budget	\$ Increase (Decrease) Proposed vs. Adopted	% Increase (Decrease) Proposed vs. Adopted
<b>Fund Balance Utilized</b>				
Unrestricted Fund Balance	\$ 320,307	\$ 265,000	\$ 55,307	20.9%
Restricted Fund Balance	55,000	55,000	#DIV/0!	
Total Fund Balance Utilized	<u>375,307</u>	<u>265,000</u>	<u>110,307</u>	41.6%
<b>Miscellaneous Anticipated Revenues</b>				
Shared Services (N.J.S.A. 40A:65-1 et seq.)	3,000	3,000	-	0.0%
Joint Purchasing Agreements (N.J.S.A. 40A:10 & 11)				#DIV/0!
Emergency Assistance (N.J.S.A. 40A:14-26)				#DIV/0!
Municipal Assistance (N.J.S.A. 40A:14-34)	4,321	4,321	-	0.0%
Municipal Assistance - Adjoin (N.J.S.A. 40A:14-35)				#DIV/0!
Contracts - Volunteer Fire Co (N.J.S.A. 40A:14-68)				#DIV/0!
Leases - Local Municipality (N.J.S.A. 40A:14-83)				#DIV/0!
Rental Income				#DIV/0!
Total Miscellaneous Anticipated Revenues	<u>7,321</u>	<u>7,321</u>	<u>-</u>	0.0%
<b>Sale of Assets (List Individually)</b>				
Asset #1				#DIV/0!
Asset #2				#DIV/0!
Asset #3				#DIV/0!
Asset #4				#DIV/0!
Total Sale of Assets	<u>-</u>	<u>-</u>	<u>-</u>	#DIV/0!
<b>Interest on Investments &amp; Deposits (List Accounts Separately)</b>				
Northfield Bank - General #3241+#6375+#3258	325	185	140	75.7%
Northfield Bank - Savings #0238	1,000	2,160	(1,160)	-53.7%
Northfield Bank - Checking #3266	3,100	2,650	450	17.0%
NJ Cash Management #4171	1,500	210	1,290	614.3%
Total Interest on Investments & Deposits	<u>5,925</u>	<u>5,205</u>	<u>720</u>	13.8%
<b>Other Revenue (List in Detail)</b>				
Reimbursement from Hopewell Borough Fire District	45,000	42,500	2,500	5.9%
Special Duty Events	3,700	2,500	1,200	48.0%
Northfield Bank - Savings #6375				#DIV/0!
Northfield Bank - Checking #3258				#DIV/0!
Total Other Revenue	<u>48,700</u>	<u>45,000</u>	<u>3,700</u>	8.2%
<b>Operating Grant Revenue (List in Detail)</b>				
Supplemental Fire Service Act (P.L.1985,c.295)				#DIV/0!
Other Grant #1				#DIV/0!
Other Grant #2				#DIV/0!
Other Grant #3				#DIV/0!
Other Grant #4				#DIV/0!
Other Grant #5				#DIV/0!
Total Operating Grant Revenue	<u>-</u>	<u>-</u>	<u>-</u>	#DIV/0!
<b>Revenues Offset with Appropriations</b>				
<b>Uniform Fire Safety Act (P.L.1983,c.383)</b>				
Reserves Utilized				#DIV/0!
Annual Registration Fees	86,000	132,394	(46,394)	-35.0%
Penalties and Fines				#DIV/0!
Other Revenues				#DIV/0!
Total Uniform Fire Safety Act	<u>86,000</u>	<u>132,394</u>	<u>(46,394)</u>	-35.0%
<b>Other Revenues Offset with Appropriations (List)</b>				
Anticipated Life Hazard Use Fee	53,539		53,539	#DIV/0!
Other Offset Revenues #2				#DIV/0!
Other Offset Revenues #3				#DIV/0!
Other Offset Revenues #4				#DIV/0!
Total Other Revenues Offset with Appropriations	<u>53,539</u>		<u>53,539</u>	#DIV/0!
Total Revenues Offset with Appropriations	<u>139,539</u>	<u>132,394</u>	<u>7,145</u>	5.4%
<b>TOTAL REVENUES AND FUND BALANCE UTILIZED</b>	<u><u>\$ 576,792</u></u>	<u><u>\$ 454,920</u></u>	<u><u>\$ 121,872</u></u>	26.8%

## 2018 Appropriations Schedule

### Hopewell Twp Fire District #1 Mercer

	2018 Proposed Budget	2017 Adopted Budget	\$ Increase (Decrease) Proposed vs. Adopted	% Increase (Decrease) Proposed vs. Adopted
<b>Administration - Personnel</b>				
Salary & Wages (excluding Commissioners)	\$ 67,953	\$ 60,840	\$ 7,113	11.7%
Commissioners	\$ 20,626	\$ 20,625	1	0.0%
Fringe Benefits	51,598	46,996	4,602	9.8%
Total Administration - Personnel	<u>140,177</u>	<u>128,461</u>	<u>11,716</u>	9.1%
<b>Administration - Other (List)</b>				
Other Admin Expense #1	243,720	227,020	16,700	7.4%
Other Admin Expense #2				- #DIV/0!
Other Admin Expense #3				- #DIV/0!
Contingent Expenses				- #DIV/0!
Other Assets, Non-Bondable #1				- #DIV/0!
Other Assets, Non-Bondable #2				- #DIV/0!
Other Assets, Non-Bondable #3				- #DIV/0!
Total Administration - Other	243,720	227,020	16,700	7.4%
Total Administration	<u>383,897</u>	<u>355,481</u>	<u>28,416</u>	8.0%
<b>Cost of Operations &amp; Maintenance - Personnel</b>				
Salary & Wages	1,213,673	1,090,973	122,700	11.2%
Fringe Benefits	641,800	585,682	56,118	9.6%
Total Operations & Maintenance - Personnel	<u>1,855,473</u>	<u>1,676,655</u>	<u>178,818</u>	10.7%
<b>Cost of Operations &amp; Maintenance - Other (List)</b>				
Other Operations & Maintenance Expense #1	1,255,710	1,175,626	80,084	6.8%
Other Operations & Maintenance Expense #2				- #DIV/0!
Other Operations & Maintenance Expense #3				- #DIV/0!
Contingent Expenses				- #DIV/0!
Other Assets, Non-Bondable #1	13,500	62,500	(49,000)	-78.4%
Other Assets, Non-Bondable #2	39,140	60,180	(21,040)	-35.0%
Other Assets, Non-Bondable #3	800	1,000	(200)	-20.0%
Total Operations & Maintenance - Other	<u>1,309,150</u>	<u>1,299,306</u>	<u>9,844</u>	0.8%
Total Operations & Maintenance	<u>3,164,623</u>	<u>2,975,961</u>	<u>188,662</u>	6.3%
<b>Appropriations Offset with Revenue - Personnel</b>				
Salary & Wages	90,075	90,654	(579)	-0.6%
Fringe Benefits	41,938	41,740	198	0.5%
Total Appropriations Offset with Revenue - Personnel	<u>132,013</u>	<u>132,394</u>	<u>(381)</u>	-0.3%
<b>Appropriations Offset with Revenue - Other (List)</b>				
Other Expense #1	4,541		4,541	#DIV/0!
Other Expense #2				- #DIV/0!
Other Expense #3				- #DIV/0!
Contingent Expenses				- #DIV/0!
Other Assets, Non-Bondable #1				- #DIV/0!
Other Assets, Non-Bondable #2				- #DIV/0!
Other Assets, Non-Bondable #3				- #DIV/0!
Total Appropriations Offset with Revenue - Other	4,541		4,541	#DIV/0!
Total Appropriations Offset with Revenue	<u>136,554</u>	<u>132,394</u>	<u>4,160</u>	3.1%
<b>Duly Incorporated First Aid/Rescue Squad Associations</b>				
Vehicles				- #DIV/0!
Equipment				- #DIV/0!
Materials & Supplies				- #DIV/0!
Total Duly Incorporated First Aid/Rescue Squad Associations	-	-	-	#DIV/0!
<b>Emergency Appropriations &amp; Deferred Charges (List)</b>				
Emergency Appropriation #1				- #DIV/0!
Emergency Appropriation #2				- #DIV/0!
Emergency Appropriation #3				- #DIV/0!
Deferred Charge #1 (cite statute)				- #DIV/0!
Deferred Charge #2 (cite statute)				- #DIV/0!
Declared State of Emergency (N.J.S.A. 40A:4-45.45 10b)				- #DIV/0!
Total Deferred Charges	-	-	-	#DIV/0!
Cash Deficit, Preceding Year (N.J.S.A. 40A:14-78.6)				- #DIV/0!
Length of Service Award Program (LOSAP) Contribution (N.J.S.A. 40A:14-78.6)	219,000	217,460	1,540	0.7%
Total Capital Appropriations	55,000	-	55,000	#DIV/0!
Total Principal Payments on Debt Service	156,822	188,557	(31,735)	-16.8%
Total Interest Payments on Debt	57,640	15,325	42,315	276.1%
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 4,173,536</b>	<b>\$ 3,885,178</b>	<b>\$ 288,358</b>	7.4%

## 2018 Schedule of Salaries and Benefits

### Hopewell Twp Fire District #1 Mercer

Administrative Positions Excluding Commissioners (List Individually)	Number of Staff	Annual Wages	2018 Proposed		PFRS Contribution	Employee Group Health Insurance	Other Fringe Benefits	2018 Proposed Budget Fringe Benefits
			Budget Salary & Wages	PERS Contribution				
Purchasing Agent	1	\$ 59,665	\$ 59,665	\$ 19,264		\$ 24,816	\$ 7,518	\$ 51,598
Purchasing Agent Overtime	1	2,000	2,000					-
Purchasing Agent Buy Backs	1	6,288	6,288					-
Position #4		-	-					-
Position #5		-	-					-
Position #6		-	-					-
Position #7		-	-					-
Position #8		-	-					-
Total Administration			\$ 67,953	\$ 19,264	\$ -	\$ 24,816	\$ 7,518	\$ 51,598
Operation & Maintenance Positions (List Individually)	Number of Staff	Annual Wages	2018 Proposed		PFRS Contribution	Employee Group Health Insurance	Other Fringe Benefits	2018 Proposed Budget Fringe Benefits
			Budget Salary & Wages	PERS Contribution				
Chief of Emergency Services	1	\$ 129,510	\$ 129,510				\$ -	-
Chief - Buy Backs	1	12,557	12,557					-
Emergency Services Specialists (6)	1	657,501	657,501		199,503	268,894	173,403	641,800
Emergency Srv Spec Overtime	1	90,000	90,000					-
Per Diem Staff	1	125,000	125,000					-
Special Duty	1	3,300	3,300					-
Lieutenants (2)	1	195,805	195,805					-
Position #8		-	-					-
Position #9		-	-					-
Position #10		-	-					-
Position #11		-	-					-
Position #12		-	-					-
Position #13		-	-					-
Position #14		-	-					-
Total Operation & Maintenance			\$ 1,213,673	\$ -	\$ 199,503	\$ 268,894	\$ 173,403	\$ 641,800
Salary Offset by Revenue Positions (List Individually)	Number of Staff	Annual Wages	2018 Proposed		PFRS Contribution	Employee Group Health Insurance	Other Fringe Benefits	2018 Proposed Budget Fringe Benefits
			Budget Salary & Wages	PERS Contribution				
Fire Official Salary	1	\$ 84,684	\$ 84,684			\$ 34,260	\$ 7,678	\$ 41,938
Fire Official Buy Backs	1	5,391	5,391					-
Position #3		-	-					-
Position #4		-	-					-
Position #5		-	-					-
Position #6		-	-					-
Position #7		-	-					-
Position #8		-	-					-
Total Offset by Revenue			\$ 90,075	\$ -	\$ -	\$ 34,260	\$ 7,678	\$ 41,938
Total Administration, Operations & Offset by Revenue			\$ 1,371,701	\$ 19,264	\$ 199,503	\$ 327,970	\$ 188,599	\$ 735,336

## 2018 Proposed Capital Budget

**Hopewell Twp Fire District #1**  
**Mercer**

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

<i>List Project Separately</i>	<i>Asset Type</i>	<i>Date of Local Finance Board Approval</i>	<i>Date of Voter Approval</i>	<i>Affirmative Vote Percentage</i>	<i>2018 Proposed Budget</i>	<i>2017 Adopted Budget</i>
Sport Utility Vehicle					\$ 55,000	
Capital Improvement #2						
Capital Improvement #3						
Capital Improvement #4						
Capital Improvement #5						
Capital Improvement #6						
Capital Improvement #7						
Total Capital Improvements					55,000	-

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

<i>List Project Separately</i>	<i>Asset Type</i>	<i>Date of Local Finance Board Approval</i>	<i>Date of Voter Approval</i>	<i>Affirmative Vote Percentage</i>	<i>2018 Proposed Budget</i>	<i>2017 Adopted Budget</i>
Capital Improvement #1						
Capital Improvement #2						
Capital Improvement #3						
Capital Improvement #4						
Capital Improvement #5						
Capital Improvement #6						
Capital Improvement #7						
Total Down Payments					-	-
Total Capital Improvements & Down Payments					55,000	-

**RESERVE FOR FUTURE CAPITAL OUTLAYS**

**TOTAL CAPITAL APPROPRIATIONS**

Capital Appropriations Offset with Restricted Fund	\$	55,000	\$	-
Capital Appropriations Offset with Grants	\$	0	\$	0
Capital Appropriations Offset with Unrestricted Fund	\$	0	\$	0

### Debt Service Schedule - Principal

Hopewell Twp Fire District #1  
Mercer

	Date of Voter Approval	% of Voter Approval	Date of Local Finance Board Approval	Current Year (2017)	2018	2019	2020	2021	2022	2023	Thereafter	Total Principal Outstanding	
<b>General Obligation Bonds</b>												\$ -	
General Obligation Bond #1													
General Obligation Bond #2													
General Obligation Bond #3													
General Obligation Bond #4													
<b>Total Principal - General Obligation Bonds</b>													
<b>Bond Anticipation Notes</b>													
Station 51 SCBA	02/18/12	71% of Vote	n/a		9,669	9,901	10,138	10,381	10,630	11,838		52,888	
Station 52 SCBA	02/18/12	71% of Vote	n/a		4,221	4,221	4,221	4,221	4,221	5,084		21,968	
Station 52 Tanker	12/09/10	93% of Vote	n/a		11,667	12,518	12,963	13,419	13,899	14,752		67,551	
Station 51 Ladder Tower						46,657	48,248	49,893	51,594	53,354	55,173	589,395	894,314
<b>Total Principal - BANS</b>					25,557	73,297	75,570	77,914	80,344	85,028	55,173	589,395	1,036,721
<b>Capital Leases</b>													
Capital Lease #1													
Capital Lease #2													
Capital Lease #3													
Capital Lease #4													
<b>Total Principal - Capital Leases</b>													
<b>Intergovernmental Loans</b>													
Intergovernmental #1													
Intergovernmental #2													
Intergovernmental #3													
Intergovernmental #4													
<b>Total Principal - Intergovernmental Loans</b>													
<b>Other Bonds or Notes Payable</b>													
Station 52 Rescue	02/23/16	59% of Vote	n/a		63,000	33,525	34,866	36,261	37,711	39,220	40,788	178,226	400,597
Ambulance 2013	02/16/13	68% of Vote	08/14/13		25,000	25,000	25,000	25,000	25,000	25,000			75,000
Ambulance 2015	02/21/15	60% of Vote	04/22/15		25,000	25,000	25,000	25,000	25,000	25,000			125,000
Hopewell Twp SCBA	02/18/12	71% of Vote	08/08/12		50,000								
<b>Total Principal - Other Bonds or Notes</b>					163,000	83,525	84,866	86,261	62,711	64,220	40,788	178,226	600,597
<b>TOTAL PRINCIPAL ALL OBLIGATIONS</b>					\$ 188,557	\$ 156,822	\$ 160,436	\$ 164,175	\$ 143,055	\$ 149,248	\$ 95,961	\$ 767,621	\$ 1,637,318

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

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


## Debt Service Schedule - Interest

### Hopewell Twp Fire District #1 Mercer

	Current Year (2017)	2018	2019	2020	2021	2022	2023	Thereafter	Total Interest Payments Outstanding
<b>General Obligation Bonds</b>									\$ -
General Obligation Bond #1									\$ -
General Obligation Bond #2									\$ -
General Obligation Bond #3									\$ -
General Obligation Bond #4									\$ -
Total Interest - General Obligation Bonds	- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - -	\$ - - -
<b>Bond Anticipation Notes</b>									
Station 51 SCBA	1,499	1,268	1,030	788	539	284			3,909
Station 52 SCBA	889	739	591	444	296	87			2,157
Station 52 Tanker	3,237	2,385	1,941	1,485	1,004	227			7,042
Station 51 Ladder Tower		30,496	28,905	27,260	25,559	23,799	21,980	104,982	262,981
Total Interest Payments - BANS	5,625	34,888	32,467	29,977	27,398	24,397	21,980	104,982	276,089
<b>Capital Leases</b>									
Capital Lease #1									- - -
Capital Lease #2									- - -
Capital Lease #3									- - -
Capital Lease #4									- - -
Total Interest Payments - Capital Leases	- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - -
<b>Intergovernmental Loans</b>									
Intergovernmental #1									- - -
Intergovernmental #2									- - -
Intergovernmental #3									- - -
Intergovernmental #4									- - -
Total Interest Payments - Intergovernmental	- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - -
<b>Other Bonds or Notes Payable</b>									
Station 52 Rescue		16,100	14,760	13,365	11,914	10,406	8,837	18,368	93,750
Ambulance 2013	3,450	2,589	1,725	863					5,177
Ambulance 2015	4,875	4,063	3,250	2,439	1,625	814			12,191
Hopewell Twp SCBA	1,375								- - -
Total Interest Payments - Other Bonds or Notes	9,700	22,752	19,735	16,667	13,539	11,220	8,837	18,368	111,118
<b>TOTAL INTEREST ALL OBLIGATIONS</b>	<b>\$ 15,325</b>	<b>\$ 57,640</b>	<b>\$ 52,202</b>	<b>\$ 46,644</b>	<b>\$ 40,937</b>	<b>\$ 35,617</b>	<b>\$ 30,817</b>	<b>\$ 123,350</b>	<b>\$ 387,207</b>

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

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


## 2018 Fund Balance Reconciliation

### Hopewell Twp Fire District #1 Mercer

#### **UNRESTRICTED FUND BALANCE**

Beginning balance January 1, 2017 (1)	\$ 1,980,362
Less: Utilized in 2017 Adopted Budget	265,000
Proposed balance available	<u>1,715,362</u>
Estimated results of operations for the year ending December 31, 2017	
Anticipated balance December 31, 2017	1,715,362
Less: Fund Balance utilized in 2018 Proposed Budget	320,307
Plus: Accrued Unfunded Pension Liability (1)	
Plus: Accrued Unfunded Other Post-Employment Benefit Liability (1)	
Proposed balance after utilization in 2018 Proposed Budget	<u>\$ 1,395,055</u>

#### **RESTRICTED FUND BALANCE**

Beginning balance January 1, 2017 (1)	\$ 634,004
Less: Utilized in 2017 Adopted Budget	-
Proposed balance available	<u>634,004</u>
Estimated results of operations for the year ending December 31, 2017	
Anticipated balance December 31, 2017	634,004
Less: Restricted Fund Balance used in 2018 Proposed Budget for Capital Purposes	
Less: Restricted Fund Balance released via Referendum Resolution	55,000
Proposed balance after utilization in 2018 Proposed Budget	<u>\$ 579,004</u>

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

## 2018 Referendums

## Hopewell Twp Fire District #1 Mercer

Summary of Referendum Line Items	2018 Proposed Budget Amount Requested	2017 Final Budget

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

## 2018 Levy Cap Summary

### Hopewell Twp Fire District #1 Mercer

#### **LEVY CAP CALCULATION**

Prior Year Amount to be Raised by Taxation for Fire District Purposes	\$	3,430,258
Changes in Service Provider (+/-)		-
DLGS Approved Adjustments		-
Net Prior Year Tax Levy for Municipal Purposes for Cap Calculation		3,430,258
Plus: 2% Cap Increase		68,605

#### **ADJUSTED TAX LEVY PRIOR TO EXCLUSIONS**

##### *Exclusions*

Shared Service Exclusion		-
Change in Total Debt Service Appropriation		10,580
Allowable Pension Increases		23,802
Allowable Increase in Health Care Costs		-
Changes in LOSAP Contributions (+/-)		1,540
Extraordinary Costs due to a "Declared" Emergency		-
Net Capital Improvement Fund and/or Down Payment on Improvements and Reserve for Future Capital Outlays		55,000
Total Exclusions		90,922
Less: Cancelled or Unexpended Referendum Amounts		-
Increase in Ratable Valuation (New Construction/Additions)	\$	7,998,600
Prior Year Local Fire District Tax Rate (3 decimals/\$100)	\$0.087	6,959

**ADJUSTED TAX LEVY**

Amount Utilized from Levy Cap Bank from 2015		-
Amount Utilized from Levy Cap Bank from 2016		-
Amount Utilized from Levy Cap Bank from 2017		-
Maximum Tax Levy Before Referendum		3,596,744
Amount Proposed for Levy Cap Referendum		-

**MAXIMUM ALLOWABLE AMOUNT TO BE RAISED BY TAXATION**

	\$	<u>3,596,744</u>
--	----	------------------

#### **CAP BANK CALCULATION**

Amount to be Raised by Taxation	\$	3,596,744
Cap Bank Available from Prior Year (2015) for 2018 Budget		-
Cap Bank Available from Prior Year (2016) for 2018 Budget		91,608
Revised Cap Bank from Prior Year (2016) Available for 2019 Budget		91,608
Cap Bank Available from Prior Year (2017) for 2018 Budget		-
Revised Cap Bank from Prior Year (2017) Available for 2019 Budget		-
Cap Bank from Current Year (2018) Available for 2019 Budget		(0)
Cap Bank Available from 2018 for 2019 Budget	\$	<u>-</u>

## 2018 Shared Services Exclusion Worksheet

**Hopewell Twp Fire District #1  
Mercer**

## 2018 Levy Cap Exclusion Calculations

**Hopewell Twp Fire District #1**  
**Mercer**

**PENSION CONTRIBUTION CALCULATION**

2018 Proposed Budget PERS Contribution Appropriated	\$ 19,264
2018 Proposed Budget PFRS Contribution Appropriated	199,503
Anticipated Revenues for Fringe Benefits Directly Offsetting Pension Costs	-
Net 2018 Base Amount	<u>218,767</u>
2017 Adopted Budget PERS Contribution	15,933
2017 Adopted Budget PFRS Contribution	179,032
Realized Revenues for Fringe Benefits Directly Offsetting Pension Costs	-
Net 2017 Base Amount	<u>194,965</u>
<b>Pension Contribution Exclusion</b>	<u><u>\$ 23,802</u></u>

**LOSAP CALCULATION**

2018 Proposed Budget LOSAP Appropriation	\$ 219,000
2017 Adopted Budget LOSAP Appropriation	<u>217,460</u>
<b>LOSAP Exclusion (+/-)</b>	<u><u>\$ 1,540</u></u>

**DEBT SERVICE CALCULATION**

2018 Proposed Budget Total Debt Service Appropriation	\$ 214,462
2018 Proposed Budget Debt Service Appropriation Offset from Restricted Fund	-
2018 Proposed Budget Debt Service Appropriation Offset from Grant Revenue	-
2018 Proposed Budget Debt Service Appropriation Offset from Unrestricted Fund	-
2018 Base Amount	<u>214,462</u>
2017 Adopted Budget Total Debt Service Appropriation	<u>203,882</u>
2017 Adopted Budget Capital Appropriation Offset from Restricted Fund	-
2017 Adopted Budget Capital Appropriation Offset from Grant Fund	-
2017 Adopted Budget Capital Appropriation Offset from Unrestricted Fund	-
2017 Base Amount	<u>203,882</u>
<b>Debt Service Exclusion</b>	<u><u>\$ 10,580</u></u>

**CAPITAL APPROPRIATION CALCULATION**

2018 Proposed Budget Total Capital Appropriation	\$ 55,000
2018 Proposed Budget Capital Appropriation Offset from Restricted Fund	-
2018 Proposed Budget Capital Appropriation Offset from Grant Revenue	-
2018 Proposed Budget Capital Appropriation Offset from Unrestricted Fund	-
2018 Base Amount	<u>55,000</u>
2017 Adopted Budget Total Capital Appropriation	-
2017 Adopted Budget Capital Appropriation Offset from Restricted Fund	-
2017 Adopted Budget Capital Appropriation Offset from Grant Revenue	-
2017 Adopted Budget Capital Appropriation Offset from Unrestricted Fund	-
2017 Base Amount	<u>-</u>
<b>Capital Expenditure Exclusion</b>	<u><u>\$ 55,000</u></u>

**HEALTH INSURANCE EXCLUSION CALCULATION**

SFY 2018	0.0%
2018 Proposed Budget Administration Health Insurance Appropriation	\$ 24,816
2018 Proposed Budget Operations & Maintenance Health Insurance Appropriation	<u>268,894</u>
2018 Proposed Budget Group Health Insurance	<u>293,710</u>
2017 Adopted Budget Administration Health Insurance Appropriation	<u>24,116</u>
2017 Adopted Budget Operations & Maintenance Health Insurance Appropriation	<u>269,360</u>
2017 Adopted Budget Group Health Insurance	<u>293,476</u>
Net Increase (Decrease)	<u>234</u>
Net Increase Divided by 2016 Amount Budgeted = % Increase	0.08%
SFY 2018 State Health Average <u>0%</u> Less 2% = % Increase Added to Current Levy	0.00%
% Increase less % Increase Exclusion = % Increase Inside Cap	0.08%
% Increase Inside Cap * 2017 Expended = Added Amount Inside Cap	\$ 234
% Increase Exclusion * 2017 Expended = 2018 Appropriation Added to Levy	\$ -
Amount Above the Levy Exclusion (Actual Increase - State Health Benefit Average)	\$ 234
2018 Increase in Appropriation	<u>\$ 234</u>

**Fire District Schedule of Commissioners and Officers (Continued)**

**Hopewell Twp Fire District #1  
Mercer**

		Reportable Compensation from Fire District (W-2/ 1099)														
Name	Title	Average Hours per Week Dedicated to Position	Position	Commissioner	Officer	Former	Base Salary/ Stipend	Bonus	Other (auto allowance, expense account, payment in lieu of health benefits, etc.)	Estimated amount of other compensation from the Fire District (health benefits, pension, etc.)	Total Compensation from Fire District	Names of Other Public Entities where Individual is an Employee or Member of the Governing Body	Average Hours per Week Dedicated to Positions held at Other Public Entities Listed in Column N	Reportable Compensation from Other Public Entities (W-2/ 1099)	Estimated amount of other compensation from Other Public Entities (health benefits, pension, payment in lieu of health benefits, etc.)	Total Compensation All Public Entities
1 Matthew Martin	Chief Michael	40	x	\$ 122,083			\$ 23,996		\$ 146,079						\$ 146,079	
2 Chipowsky	Chairman	2	x		4,470					4,470					4,470	
3 Erick Burd	Vice-Chairman	2	x			3,135				3,135					3,135	
4 Donald Kintzel	Secretary	2	x		4,943					4,943					4,943	
5 Timothy Lynch	Treasurer	2	x		4,943					4,943					4,943	
6 Gus Tackas	Commissioner	2	x		3,135					3,135					3,135	
7 Daniel Schulman	Lieutenant	40	x		83,926				11,230	95,156					95,156	
8 Jonathan Moore	Lieutenant	40	x		83,926		5,000		8,251	97,177					97,177	
9										-					-	
10										-					-	
11										-					-	
12										-					-	
13										-					-	
14										-					-	
15										-					-	
Total:				\$ 310,561	\$ -	\$ 5,000	\$ 43,477	\$ 359,038							\$ 359,038	

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

1

## Schedule of Health Benefits - Detailed Cost Analysis

### Hopewell Twp Fire District #1 Mercer

	# of Covered Members (Medical & Rx) Proposed Budget	Annual Cost		# of Covered Members (Medical & Rx) Current Year	Annual Cost per Employee Current Year	Total Current Year Cost	\$ Increase (Decrease)	% Increase (Decrease)
		Estimate per Employee Proposed Budget	Total Cost Estimate Proposed Budget					
<b>Active Employees - Health Benefits - Annual Cost</b>								
Single Coverage	6	\$ 11,964	\$ 71,784	6	\$ 11,964	\$ 71,784	\$ -	0.0%
Parent & Child			-			-	-	#DIV/0!
Employee & Spouse (or Partner)	2	23,916	47,832	1	23,916	23,916	23,916	100.0%
Family	7	33,360	233,520	6	33,360	200,160	33,360	16.7%
Employee Cost Sharing Contribution (enter as negative - )			(51,897)			(51,323)	(574)	1.1%
Subtotal	15		301,239	13		244,537	\$ 56,702	23.2%
<b>Commissioners - Health Benefits - Annual Cost</b>								
Single Coverage			-			-	-	#DIV/0!
Parent & Child			-			-	-	#DIV/0!
Employee & Spouse (or Partner)			-			-	-	#DIV/0!
Family			-			-	-	#DIV/0!
Employee Cost Sharing Contribution (enter as negative - )			-			-	-	#DIV/0!
Subtotal	0		-	0		-	-	#DIV/0!
<b>Retirees - Health Benefits - Annual Cost</b>								
Single Coverage			-			-	-	#DIV/0!
Parent & Child			-			-	-	#DIV/0!
Employee & Spouse (or Partner)			-			-	-	#DIV/0!
Family			-			-	-	#DIV/0!
Employee Cost Sharing Contribution (enter as negative - )			-			-	-	#DIV/0!
Subtotal	0		-	0		-	-	#DIV/0!
<b>GRAND TOTAL</b>	<b>15</b>		<b>\$ 301,239</b>	<b>13</b>		<b>\$ 244,537</b>	<b>\$ 56,702</b>	<b>23.2%</b>

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

Yes

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

Yes

## **Schedule of Accumulated Liability for Compensated Absences**

## Hopewell Twp Fire District #1 Mercer

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

*Legal Basis for Benefit (check applicable items)*

Individuals Eligible for Benefit	Gross Days of Accumulated Compensated Absences at January 1, 2017	Dollar Value of Accrued Compensated Absence Liability	Approved Labor Agreement	Resolution	Individual Employment Agreement
Matthew Martin		\$ 76,581			
Sarah Ocicki		2,034			
Robert Bailey		2,487			
Ashley Coble		1,623			
Andrew Fosina		11,410			
Damian Lyness		6,368			
Jonathan Moore		7,440			
John Schafer		14,201			
Daniel Schulman		37,375			
David VanDoren		4,042			
Deron Williams		3,452			
Joshua Wilson		5,806			
<b>Total liability for accumulated compensated absences at January 1, 2017</b>		<b>\$ 172,819</b>			

**AERIAL APPARATUS PROMISSORY NOTE AND PAYMENT AGREEMENT**

AUGUST 24  
DATED: July 24, 2017

THIS AGREEMENT is between the **Board of Fire Commissioners, Pennington Borough Fire District No. 1** ("Pennington Board"), PO Box 367, Pennington, NJ 08534, and the **Board of Fire Commissioners, Hopewell Township Fire District No. 1** ("Township Board"), 201 Washington Crossing-Pennington Road, Titusville, NJ 08560.

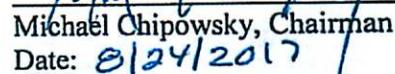
In compliance with the Agreement for Fire Protection and Services between the parties dated December 13, 2016, the Township Board agrees to provide funding to the Pennington Board for 76% of the cost of a Spartan aerial apparatus and appurtenant equipment (Aerial) for use by the volunteer firefighters serving Hopewell Township pursuant to the aforementioned agreement. The Township Board agrees and promises to pay to the Pennington Board the principal sum of Eight Hundred Ninety-Four Thousand Three Hundred Six Dollars (\$ 894,306.00) over a period of fifteen (15) years, together with 3.410 percent annual interest thereon, compounded annually.

The Township Board agrees to make fifteen (15) annual payments of Seventy-Seven Thousand One Hundred Fifty-Two and 02/100 Dollars (\$77,152.02) each to the Pennington Board, or to its successors or assigns, on or before March 1<sup>st</sup> of each year. The first annual payment is due and payable in 2018 and the last in 2032. Payments shall be made to the address set forth above, or to such other address as shall be designated in writing by the Pennington Board to the Township Board. If a different remittance address is not received by the Township Board at least thirty (30) days prior to the due date of a payment, remittance to the address set forth above or if amended, to the most recently designated payment address shall be deemed payment of the then due amount.

Throughout of term of this Promissory Note and Payment Agreement the Township Board agrees to include adequate funds for each payment in the Debt Service Schedule of its Annual Fire District Budget. The Township Board and any endorser of this Note waive demand, presentment, notice and protest. The obligations created by this Promissory Note and Payment Agreement shall survive the termination, lapse, or amendment of any Agreement for Fire Protection and Services between the parties.

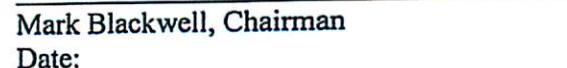
  
Witness:

Board of Fire Commissioners,  
Hopewell Township Fire District No. 1  
by:

  
Michael Chipowsky, Chairman  
Date: 8/24/2017

Board of Fire Commissioners,  
Pennington Borough Fire District No. 1  
by:

Witness:

  
Mark Blackwell, Chairman  
Date:

**Spartan Truck Ladder Financing**

Compound Period ..... : Annual

Nominal Annual Rate .... : 3.410 %

**CASH FLOW DATA**

Event	Date	Amount	Number	Period	End Date
1 Loan	03/01/2017	1,176,719.00	1		
2 Payment	03/01/2017	282,413.00	1		
3 Payment	03/01/2018	77,152.02	15	Annual	03/01/2032

**AMORTIZATION SCHEDULE - Normal Amortization**

	Date	Payment	Interest	Principal	Balance
Loan	03/01/2017				1,176,719.00
1	03/01/2017	282,413.00	0.00	282,413.00	894,306.00
2017 Totals		282,413.00	0.00	282,413.00	
2	03/01/2018	77,152.02	30,495.83	46,656.19	847,649.81
2018 Totals		77,152.02	30,495.83	46,656.19	
3	03/01/2019	77,152.02	28,904.86	48,247.16	799,402.65
2019 Totals		77,152.02	28,904.86	48,247.16	
4	03/01/2020	77,152.02	27,259.63	49,892.39	749,510.26
2020 Totals		77,152.02	27,259.63	49,892.39	
5	03/01/2021	77,152.02	25,558.30	51,593.72	697,916.54
2021 Totals		77,152.02	25,558.30	51,593.72	
6	03/01/2022	77,152.02	23,798.95	53,353.07	644,563.47
2022 Totals		77,152.02	23,798.95	53,353.07	
7	03/01/2023	77,152.02	21,979.61	55,172.41	589,391.06
2023 Totals		77,152.02	21,979.61	55,172.41	
8	03/01/2024	77,152.02	20,098.24	57,053.78	532,337.28
2024 Totals		77,152.02	20,098.24	57,053.78	
9	03/01/2025	77,152.02	18,152.70	58,999.32	473,337.96
2025 Totals		77,152.02	18,152.70	58,999.32	
10	03/01/2026	77,152.02	16,140.82	61,011.20	412,326.76
2026 Totals		77,152.02	16,140.82	61,011.20	
11	03/01/2027	77,152.02	14,060.34	63,091.68	349,235.08
2027 Totals		77,152.02	14,060.34	63,091.68	
12	03/01/2028	77,152.02	11,908.92	65,243.10	283,991.98

Spartan Truck Ladder Financing

Date	Payment	Interest	Principal	Balance
2028 Totals	77,152.02	11,908.92	65,243.10	
13 03/01/2029	77,152.02	9,684.13	67,467.89	216,524.09
2029 Totals	77,152.02	9,684.13	67,467.89	
14 03/01/2030	77,152.02	7,383.47	69,768.55	146,755.54
2030 Totals	77,152.02	7,383.47	69,768.55	
15 03/01/2031	77,152.02	5,004.36	72,147.66	74,607.88
2031 Totals	77,152.02	5,004.36	72,147.66	
16 03/01/2032	77,152.02	2,544.14	74,607.88	0.00
2032 Totals	77,152.02	2,544.14	74,607.88	
Grand Totals	1,439,693.30	262,974.30	1,176,719.00	

**SCBA PROMISSORY NOTE AND PAYMENT AGREEMENT**

DATED: July 11, 2013

THIS AGREEMENT is between the **Board of Fire Commissioners, Pennington Borough Fire District No. 1** ("Pennington Board"), PO Box 367, Pennington, NJ 08534, and the **Board of Fire Commissioners, Hopewell Township Fire District No. 1** ("Township Board"), 201 Washington Crossing-Pennington Road, Titusville, NJ 08560.

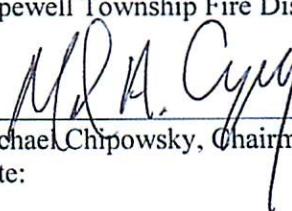
In conjunction with the Agreement for Fire Protection and Services between the parties dated September 9, 2010, the Township Board agrees to provide funding to the Pennington Board for 76% of the cost of Self Contained Breathing Apparatus (SCBA) for use by the volunteer firefighters serving Hopewell Township pursuant to the aforementioned agreement. The Township Board agrees and promises to pay to the Pennington Board the principal sum of Ninety-Nine Thousand Nine Hundred Thirty-Four Dollars (\$99,934.00) over a period of ten (10) years, together with 2.396% interest thereon.

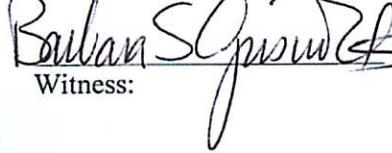
The Township Board agrees to make nine (9) annual payments of \$11,167.42 each and a tenth (10<sup>th</sup>) and final payment of \$12,121.01 to the Pennington Board, or to its successors or assigns, on or before July 11<sup>th</sup> of each year. The first annual payment is due and payable in 2013 and the last in 2022. Payments shall be made to the address set forth above, or at such other address as shall be designated by the Pennington Board in writing to the Township Board. If a different remittance address is not received by the Township Board at least thirty (30) days prior to the due date of a payment, remittance to the address set forth above shall be deemed payment of the then due amount.

The Township Board agrees to include adequate funds for each payment *in the* Debt Service Schedule of its Annual Budget. The Township Board and any endorser of this Note waive demand, presentment, notice and protest. The obligations created by this Promissory Note and Agreement shall survive the termination, lapse, or amendment of any Agreement for Fire Protection and Services between the parties.

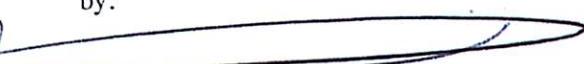
  
Witness:

Board of Fire Commissioners,  
Hopewell Township Fire District No. 1  
by:

  
Michael Chipowsky, Chairman  
Date:

  
Witness:

Board of Fire Commissioners,  
Pennington Borough Fire District No. 1  
by:

  
Mark Blackwell, Chairman  
Date: 8-13-2013

## Hopewell Twp. Loan

Compound Period ..... : Annual

Nominal Annual Rate .... : 2.396 %

## CASH FLOW DATA

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

## AMORTIZATION SCHEDULE - Normal Amortization

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

## Loan Amortization Schedule

RESCUE 52		\$ 90,000		dwnpymt		COST R52		\$ 675,000	
Enter values									
Loan amount		\$ 585,000.00							
Annual interest rate		2.50 %							
Loan period in years		10							
Number of payments per year		1							
Start date of loan		2/1/17							
Optional extra payments		\$ -							

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

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

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

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Paym ent	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest	HTFD Principal Portion	HTFD Down Payment	\$ 63,000.00
1	2/1/18	\$ 585,000.00	\$ 66,841.38	\$ -	\$ 66,841.38	\$ 52,216.38	\$ 14,625.00	\$ 532,783.62	\$ 14,625.00	\$ 36,551.46	\$	10,237.50
2	2/1/19	532,783.62	66,841.38	-	66,841.38	53,521.79	13,319.59	479,261.84	27,944.59	\$ 37,465.25	\$	9,323.71
3	2/1/20	479,261.84	66,841.38	-	66,841.38	54,859.83	11,981.55	424,402.01	39,926.14	\$ 38,401.88	\$	8,387.08
4	2/1/21	424,402.01	66,841.38	-	66,841.38	56,231.33	10,610.05	368,170.68	50,536.19	\$ 39,361.93	\$	7,427.04
5	2/1/22	368,170.68	66,841.38	-	66,841.38	57,637.11	9,204.27	310,533.57	59,740.45	\$ 40,345.98	\$	6,442.99
6	2/1/23	310,533.57	66,841.38	-	66,841.38	59,078.04	7,763.34	251,455.53	67,503.79	\$ 41,354.63	\$	5,434.34
7	2/1/24	251,455.53	66,841.38	-	66,841.38	60,554.99	6,286.39	190,900.55	73,790.18	\$ 42,388.49	\$	4,400.47
8	2/1/25	190,900.55	66,841.38	-	66,841.38	62,068.86	4,772.51	128,831.68	78,562.70	\$ 43,448.20	\$	3,340.76
9	2/1/26	128,831.68	66,841.38	-	66,841.38	63,620.58	3,220.79	65,211.10	81,783.49	\$ 44,534.41	\$	2,254.55
10	2/1/27	65,211.10	66,841.38	-	65,211.10	63,580.82	1,630.28	0.00	83,413.76	\$ 44,506.58	\$	1,141.19

Hopewell Borough Fire District - SCBA 52 Debt Service Schedule

PmtNo.	Payment Date	HBFD Principal		HBFD Interest		HTFD Total Payment		HTFD Principal		HTFD Interest		Payment Date	Principal Pd	Interest Paid
1	1/1/13	\$ 6,028.90	\$ 2,110.12	\$ 5,697.31	\$ 4,220.23	\$ 1,477.08	1/6/14	\$ 4,220.30	\$ 1,477.08					
2	1/1/14	\$ 6,028.90	\$ 1,899.10	\$ 5,549.60	\$ 4,220.23	\$ 1,329.37	11/20/14	\$ 3,723.30	\$ 1,351.00					
3	1/1/15	\$ 6,028.90	\$ 1,688.09	\$ 5,401.89	\$ 4,220.23	\$ 1,181.66	12/10/15			3,853.61	1,220.86			
4	1/1/16	\$ 6,028.90	\$ 1,477.08	\$ 5,254.19	\$ 4,220.23	\$ 1,033.96	11/17/16			4,220.23	1,033.96			
5	1/1/17	\$ 6,028.90	\$ 1,266.07	\$ 5,106.48	\$ 4,220.23	\$ 886.25				4,220.23	886.25			
6	1/1/18	\$ 6,028.90	\$ 1,055.06	\$ 4,958.77	\$ 4,220.23	\$ 738.54				4,220.23	738.54			
7	1/1/19	\$ 6,028.90	\$ 844.05	\$ 4,811.06	\$ 4,220.23	\$ 590.83				4,220.23	590.83			
8	1/1/20	\$ 6,028.90	\$ 633.03	\$ 4,663.35	\$ 4,220.23	\$ 443.12				4,220.23	443.12			
9	1/1/21	\$ 6,028.90	\$ 422.02	\$ 4,515.65	\$ 4,220.23	\$ 295.42				4,220.23	295.42			
10	1/1/22	\$ 6,028.90	\$ 211.01	\$ 4,367.94	\$ 4,220.23	\$ 147.71				5,083.71	86.88			
					\$ 42,202.30	\$ 8,123.94				\$ 42,202.30	\$ 8,123.94			

## Hopewell Borough Fire District - Tanker 53 Debt Service Schedule

### HBFD

Pmt No.	Payment Date	HBFD Beginning Balance		Scheduled Payment	Extra Payment	HTFD Total Payment	HTFD Principal		HTFD Interest	Ending Balance	Cumulative Interest
		\$	\$				\$	\$			
1	1/1/14	\$ 176,603.00	\$ 21,288.92	\$ -	\$ 14,902.24	\$ 10,515.37	\$ 4,386.87	\$ 113,106.81	\$ 4,386.87		
2	1/1/15	\$ 161,549.12	\$ 21,288.92	\$ -	\$ 14,902.24	\$ 10,888.52	\$ 4,013.72	\$ 102,218.29	\$ 8,400.60		
3	1/1/16	\$ 145,968.35	\$ 21,288.92	\$ -	\$ 14,902.24	\$ 11,274.91	\$ 3,627.33	\$ 90,943.38	\$ 12,027.93		
4	1/1/17	\$ 129,842.26	\$ 21,288.92	\$ -	\$ 14,902.24	\$ 11,666.18	\$ 3,236.07	\$ 79,277.20	\$ 15,263.99		
5	1/1/18	\$ 113,151.75	\$ 21,288.92	\$ -	\$ 14,902.24	\$ 12,089.01	\$ 2,813.24	\$ 67,188.19	\$ 18,077.23		
6	1/1/19	\$ 95,877.08	\$ 21,288.92	\$ -	\$ 14,902.24	\$ 12,518.00	\$ 2,384.25	\$ 54,670.20	\$ 20,461.48		
7	1/1/20	\$ 77,997.79	\$ 21,288.92	\$ -	\$ 14,902.24	\$ 12,962.21	\$ 1,940.04	\$ 41,707.99	\$ 22,401.51		
8	1/1/21	\$ 59,492.72	\$ 21,288.92	\$ -	\$ 14,902.24	\$ 13,418.13	\$ 1,484.11	\$ 28,289.86	\$ 23,885.62		
9	1/1/22	\$ 40,339.98	\$ 21,288.92	\$ -	\$ 14,902.24	\$ 13,898.35	\$ 1,003.90	\$ 14,391.51	\$ 24,889.52		
10	1/1/23	\$ 20,516.89	\$ 21,288.92	\$ -	\$ 14,902.21	\$ 14,391.51	\$ 510.70	\$ 0.00	\$ 25,400.22		

**Hopewell Township Fire District No. 1**  
**\$175,000 Fire District Bonds**  
**Yield Computation Program**

**The Bond Issue-Form 8038 Information**

Dated Date:	9/19/2013	Principal Amount (SRPM):	175,000.00
Issue/Delivery Date:	9/19/2013	Reoffering Premium to U/W:	
Form 8038 Issue Price:	175,000	(OID) or OIP to Issuer:	
Final Maturity Date:	8/1/2020	Preissuance Accrued Interest:	
Arbitrage Yield:	3.450808%	(Credit Enhancement):	
Net Interest Cost:	3.450000%		
Wtd. Average Maturity:	3.87	Arb. Yield Issue Price	<u>175,000.00</u>
Final Maturity-Issue Price:	25,000	Amount Deemed Received:	<u>175,000.00</u>
Final Maturity-SRPM:	25,000	Net U/W Compensation:	

**Computation of Arbitrage Yield Issue Price**

Date	Debt Service Computation				Arbitrage Yield		Price, Discount/Premium, Yield			Wtd. Avg. Maturity			
	Principal	Coupon	Annual Interest	Periodic Interest	Total Debt Service	PV Factor	PV Amount	Price	Discount/Premium	Issue Price	Yield	Total Years	Bond Years
9/19/2013						1.0000000000							
2/1/2014				2,213.75	2,213.75	0.9875333165	2,186.15					0.3667	
8/1/2014	25,000.00	3.450%	862.50	3,018.75	28,018.75	0.9707833816	27,200.14	100.000%		25,000.00	3.450%	0.8667	21.67
2/1/2015				2,587.50	2,587.50	0.9543175488	2,469.30					1.3667	
8/1/2015	25,000.00	3.450%	862.50	2,587.50	27,587.50	0.9381309994	25,880.69	100.000%		25,000.00	3.450%	1.8667	46.67
2/1/2016				2,156.25	2,156.25	0.9222189963	1,988.53					2.3667	
8/1/2016	25,000.00	3.450%	862.50	2,156.25	27,156.25	0.9065768829	24,619.23	100.000%		25,000.00	3.450%	2.8667	71.67
2/1/2017				1,725.00	1,725.00	0.8912000814	1,537.32					3.3667	
8/1/2017	25,000.00	3.450%	862.50	1,725.00	26,725.00	0.8760840918	23,413.35	100.000%		25,000.00	3.450%	3.8667	96.67
2/1/2018				1,293.75	1,293.75	0.8612244903	1,114.21					4.3667	
8/1/2018	25,000.00	3.450%	862.50	1,293.75	26,293.75	0.8466169283	22,260.73	100.000%		25,000.00	3.450%	4.8667	121.67
2/1/2019				862.50	862.50	0.8322571308	717.82					5.3667	
8/1/2019	25,000.00	3.450%	862.50	862.50	25,862.50	0.8181408954	21,159.17	100.000%		25,000.00	3.450%	5.8667	146.67
2/1/2020				431.25	431.25	0.8042640909	346.84					6.3667	
8/1/2020	25,000.00	3.450%	862.50	431.25	25,431.25	0.7906226563	20,106.52	100.000%		25,000.00	3.450%	6.8667	171.67
<b>Totals</b>	<b>175,000.00</b>		<b>6,037.50</b>	<b>23,345.00</b>	<b>198,345.00</b>	<b>PV @ Arb. Yld.</b>	<b>175,000.00</b>			<b>175,000.00</b>	<b>Bnd Yrs</b>	<b>676.67</b>	

Test Yield and PV Target (Issue Price) 0.03450808 175,000.00WAM 3.8667**Net Interest Cost (NIC) Computation**

Total Int. Payments	23,345.00
+ OID or - OIP	
- Accrued interest	
(a) Net Int. Payments	<u>23,345.00</u>

**RRRR Fund (DSRF) Limit**

MADS	
125% AADS	<u>36,106.49</u>
10% Proceeds	<u>17,500.00</u>

Issue Price	175,000.00
x Wtd. Average Maturity	3.87
(b) Product	<u>676,667</u>

Debt Service Computation						Price, Discount/Premium, Yield			Wtd. Avg. Maturity				
Date	Principal	Coupon	Annual Interest	Periodic Interest	Total Debt Service	PV Factor	PV Amount	Price	Premium	Issue Price	Total Yield	Bond Years	Maturity Years
													<u>3.150000%</u>

NIC = (a) / (b)

Name of Issue	<u>TOWNSHIP OF HOPEWELL FIRE DISTRICT NO. 1</u>	
Amount of Bonds Sold	\$	175,000
Month of Issue (i.e. 1-12)		7
Year of Issue		2015
Interest Rate (00.00%)		3.25
Ratables - 2014 Hopewell Township	\$	3,982,778,000
Ratable Growth in % (00.00%)		

Annual Debt Service Tax Rate Increase / Decrease										
P R O P O S E D I S S U E										
Month	Year	Principal Outstanding	Principal Payment	Interest	Projected Debt Service	Existing Debt Service * \$ 79,163	Total Debt Service \$ 79,163	Ratables	Debt Service Projected Tax Rate \$ 0.0020	
2015		ACTUAL								
BONDS	1	2016	\$ 175,000	\$ 2,844		\$ 30,688	\$ 82,063	112,751	\$ 3,982,778,000	\$ 0.0028
	7	2016	175,000	\$ 25,000	2,844	\$ 30,688	\$ 82,063	112,751	3,982,778,000	\$ 0.0008
	1	2017	150,000		2,438					
	7	2017	150,000	25,000	2,438	29,875	79,825	109,700	3,982,778,000	0.0028
	1	2018	125,000		2,031					
	7	2018	125,000	25,000	2,031	29,063	27,588	56,651	3,982,778,000	0.0014
	1	2019	100,000		1,625					
	7	2019	100,000	25,000	1,625	28,250	26,725	54,975	3,982,778,000	0.0014
	1	2020	75,000		1,219					
	7	2020	75,000	25,000	1,219	27,438	25,863	53,301	3,982,778,000	0.0013
	1	2021	50,000		813					
	7	2021	50,000	25,000	813	26,625	-	26,625	3,982,778,000	0.0007
	1	2022	25,000		406					
	7	2022	25,000	25,000	406	25,813	-	25,813	3,982,778,000	0.0006
			\$ 175,000	\$ 22,750	\$ 197,750	\$ 242,064	\$ 439,814			

\* bonds issued on December 18, 2012 and September 19, 2013

**DEBT SERVICE PROJECTED TAX RATE EFFECT ON HOME OWNERS - ASSESSED VALUATIONS**

Assessed Value	2016	2017	2018	2019	2020	2021	2022
\$ 100,000.00	\$ 2.83	\$ 2.75	\$ 1.42	\$ 1.38	\$ 1.34	\$ 0.67	\$ 0.65
150,000.00	4.25	4.13	2.13	2.07	2.01	1.00	0.97
200,000.00	5.66	5.51	2.84	2.76	2.68	1.34	1.30
250,000.00	7.08	6.89	3.56	3.45	3.35	1.67	1.62
300,000.00	8.49	8.26	4.27	4.14	4.01	2.01	1.94
350,000.00	9.91	9.64	4.98	4.83	4.68	2.34	2.27
400,000.00	11.32	11.02	5.69	5.52	5.35	2.67	2.59
450,000.00	12.74	12.39	6.40	6.21	6.02	3.01	2.92
500,000.00	14.15	13.77	7.11	6.90	6.69	3.34	3.24
550,000.00	15.57	15.15	7.82	7.59	7.36	3.68	3.56
600,000.00	16.99	16.53	8.53	8.28	8.03	4.01	3.89
650,000.00	18.40	17.90	9.25	8.97	8.70	4.35	4.21
700,000.00	19.82	19.28	9.96	9.66	9.37	4.68	4.54
750,000.00	21.23	20.66	10.67	10.35	10.04	5.01	4.86
800,000.00	22.65	22.03	11.38	11.04	10.71	5.35	5.18

#### Average Assessed Valuation for 2014

**\$ 471,799.86      \$ 13.36      \$ 13.00      \$              6.71      \$              6.51      \$              6.31      \$              3.15      \$              3.06**

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

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

**WITNESSETH THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

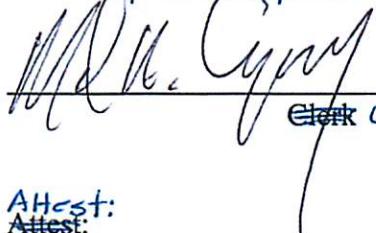
13. **Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New Jersey.

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

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

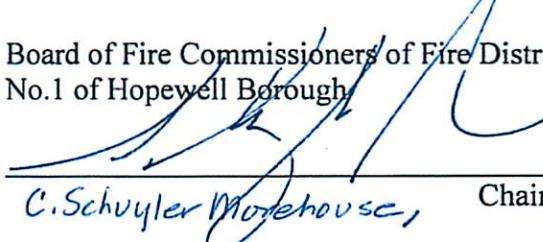
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**IN WITNESS WHEREOF**, the Board and the Township have authorized the individual signing below to execute this Agreement on behalf of their respective entity and to consent to the terms and responsibilities set forth herein. This Agreement shall be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

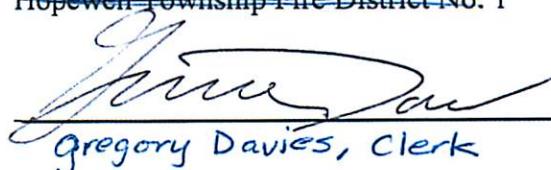
Board of Fire Commissioners  
Attest: Hopewell Twp Fire Dist. #1  
  
Mark W. Gandy  
Clerk Chairman

Attest:  
AHest:

  
John J. Gandy  
Clerk

Board of Fire Commissioners of Fire District  
No.1 of Hopewell Borough  
  
C. Schuyler Morehouse, Chairman

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

  
Gregory Davies, Clerk

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

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

**WITNESSETH THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Michael Chipowsky  
Chairman

Timothy M. Lynch  
Secretary

ATTEST:

Mark Cynn  
Signature

P. J. J.  
Signature

TOWNSHIP OF HOPEWELL

Howard Schles  
Mayor

ATTEST:

Laurie E. Rompa  
Clerk

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

**THIS AGREEMENT** dated as of 1/26/17 by and between the Borough of Pennington, a municipal corporation of the State of New Jersey (the "Borough") and the Board of Fire Commissioners Hopewell Township Fire District No.1 (the "Board").

**WITNESSETH THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

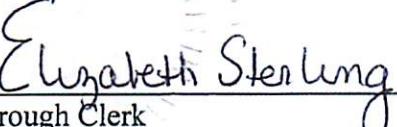
13. **Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New Jersey.

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

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

Signed as of the date first written above.

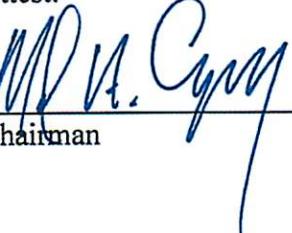
Attest:

  
Elizabeth Sterling  
Borough Clerk

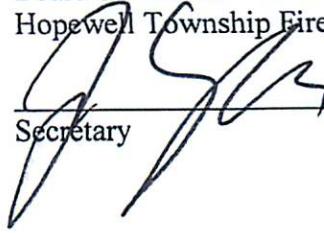
Borough of Pennington  
County of Mercer

  
Cathy Rehman  
Mayor

Attest:

  
M.V. Cynn  
Chairman

Board of Fire Commissioners  
Hopewell Township Fire District No. 1

  
J. S. G.  
Secretary

## AGREEMENT FOR FIRE PROTECTION AND SERVICES

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

### **RECITALS:**

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

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

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

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

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

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

**1: Scope of Services**

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

**2: Compensation**

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

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

### **3: Responsibilities of Parties**

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

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

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

### **4: Representation and Reports**

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

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

### **5: Effect of Agreement**

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

### **6: Purchase of Apparatus**

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

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

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

## **7: Apparatus**

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

## **8: Debt Service**

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

## **9: LOSAP**

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

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

#### **10: Term of Agreement**

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

#### **11: Standards of Performance**

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

### **12: Approval**

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

### **13: Payments**

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

### **14: Apparatus**

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

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

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

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

#### **15: Sale of Fire or Emergency Medical Apparatus**

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

- (a) The amount paid by Hopewell Borough for the purchase of the subject vehicle. See example set forth in a paragraph 6 of this Agreement.
- (b) Any other amount agreed upon by the two Boards.

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

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

Hopewell Township and Hopewell Borough at their annual elections pursuant to N.J.S.A.

40A:14-72 *et seq.*

**16: Complete Agreement**

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

**17: Notices**

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

**18: Governing Law**

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

**19: Dispute Resolution**

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

**20: Waiver**

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

**21: Successors**

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

**22: Severability**

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

**ADDENDUM**

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

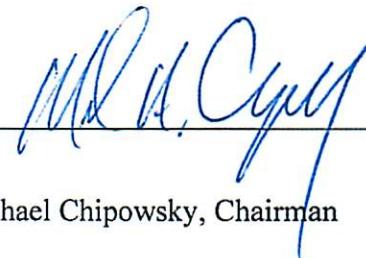
**SIGNATURE PAGE FOLLOWS:**

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

Attest: HOPEWELL TOWNSHIP, FIRE DISTRICT NO. 1,

Board of Fire Commissioners

By:



Michael Chipowsky, Chairman

HOPEWELL BOROUGH, FIRE DISTRICT NO. 1,

Board of Fire Commissioners

By:



C. Schuyler Morehouse, Chairman

## AGREEMENT FOR FIRE PROTECTION AND SERVICES

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

### **RECITALS:**

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

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

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

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

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

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

**1: Scope of Services**

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

**2: Compensation**

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

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

### **3: Responsibilities of Parties**

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

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

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

### **4: Representation and Reports**

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

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

#### **5: Effect of Agreement**

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

#### **6: Purchase of Apparatus**

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

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

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

## **7: Apparatus**

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

## **8: Debt Service**

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

## **9: LOSAP**

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

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

#### **10: Term of Agreement**

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

#### **11: Standards of Performance**

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

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

#### **12: Approval**

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

#### **13: Payments**

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

#### **14: Apparatus**

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

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

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

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

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

#### **15: Sale of Fire Apparatus**

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

- (a) The amount paid by Pennington for the purchase of the subject vehicle. See example set forth in a paragraph 6 of this Agreement.
- (b) Any other amount agreed upon by the two Boards.

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

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

#### **16: Complete Agreement**

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

#### **17: Notices**

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

#### **18: Governing Law**

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

#### **19: Dispute Resolution**

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

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

#### **20: Waiver**

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

#### **21: Successors**

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

#### **22: Severability**

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

#### **ADDENDUM**

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

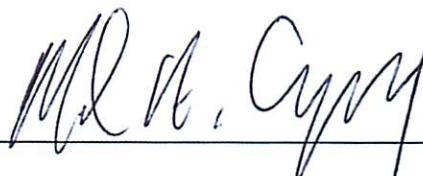
#### **SIGNATURE PAGE FOLLOWS:**

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

Attest: HOPEWELL TOWNSHIP, FIRE DISTRICT NO. 1,

Board of Fire Commissioners

By:



Michael Chipowsky, Chairman

PENNINGTON BOROUGH, FIRE DISTRICT NO. 1,

Board of Fire Commissioners

By:



Mark E. Blackwell, Chairman

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

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

**WITNESSED THAT:**

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

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

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

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

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

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

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

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

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

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

**Amendments and Waivers**

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

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

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

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

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

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

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

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

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

ATTEST:

MICHAEL A. CHIPOWSKY

Chairman



Signature

Timothy M. Lynch

Secretary



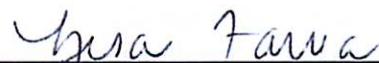
Signature

TOWNSHIP OF HOPEWELL

ATTEST:

Kevin Kochinski

Mayor, Kevin Kochinski



Signature

Laurie E. Hompe

Clerk



Signature



# TOWNSHIP of HOPEWELL

MERCER COUNTY

## OFFICE OF THE MUNICIPAL CLERK

LAURIE E. GOMPF, RMC, CMR  
*Township Clerk*

January 21, 2016

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

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

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

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

Sincerely,

Laurie E. Gompf, RMC  
Township Clerk

/lg  
Enclosures

TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY

R E S O L U T I O N #16-16

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

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

Date Adopted: January 19, 2016

CERTIFICATION

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

January 19, 2016

DATE

Laurie E. Gompf

LAURIE E. GOMPF, MUNICIPAL CLERK

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

11 MAY 1970

DATE

LAWRENCE COMPTON MUNICIPAL CLERK

**CERTIFICATION OF NEW CONSTRUCTION/IMPROVEMENTS/  
PARTIAL ASSESSMENTS**  
(N.J.S.A. 40A:4-45.44 et seq.)



Municipality: Twp. of Hopewell  
Fire District Code: F01

County: Mercer  
Total Number of Fire Districts: 3

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

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

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

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

\$ 2,436,353,400 (1)

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

\$ 3,139,200 (2a)

— \$ 0 (2b)

= \$ 3,139,200 (2c)

  
Assessor Signature

10/25/17

Date

**TAX COLLECTOR**

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

000087 (3)

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

\$ 2,731.10 (4)

  
Tax Collector Signature

11/1/17  
Date

**CERTIFICATION OF NEW CONSTRUCTION/IMPROVEMENTS/  
PARTIAL ASSESSMENTS**  
(N.J.S.A. 40A:4-45.44 et seq.)

NOV 1 2017  
FIRE DISTRICT  
Twp. of Hopewell, Mercer County, NJ

Municipality: Twp. of Hopewell  
Fire District Code: F02

County: Mercer  
Total Number of Fire Districts: 3

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

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

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

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

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

  
Assessor Signature

10/25/17

Date

\$ 851,658,300 (1)

\$ 3,894,200 (2a)

- \$ 0 (2b)

= \$ 3,894,200 (2c)

**TAX COLLECTOR**

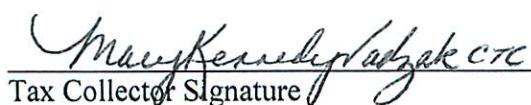
3. Provide the Fire District Tax Rate from the current tax year (expressed as a decimal, \$ per hundred).

.00087 (3)

4. Amount of permitted revenue increase =

Line 2c \* Line 3  
(N.J.S.A. 40A:4-45.45)

\$ 3387.95 (4)

  
Tax Collector Signature

11/1/17  
Date

**CERTIFICATION OF NEW CONSTRUCTION/IMPROVEMENTS/ 2017**  
**PARTIAL ASSESSMENTS**  
N.J.S.A. 40A:4-45.44 et seq.



Municipality: Twp. of Hopewell  
Fire District Code: F03

County: Mercer  
Total Number of Fire Districts: 3

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

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

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

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

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

  
Assessor Signature

10/25/17

Date

\$ 681,456,288 (1)

\$ 965,200 (2a)

— \$ 0 (2b)

= \$ 965,200 (2c)

**TAX COLLECTOR**

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

,000 87 (3)

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

\$ 839.72 (4)

  
Tax Collector Signature

11/1/17  
Date



State of New Jersey  
Department of Community Affairs  
Division of Local Government Services  
Bureau of Authority Regulation  
Fire District Levy Cap Certification for Fiscal Year 2018

Fire District: Hopewell Township Fire District No. 1

Municipality: Titusville

County: Mercer

FD-Code: 1106-01

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**2017 Levy Cap Calculation Summary**

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Maxmimum Allowable Amount to be Raised by Taxation: **\$3,495,780**

Amount to be Raised by Taxation: **\$3,430,258**

Active	By Calendar Year	Allowable	Applied In	Used From	Expired	Available
	<b>2017</b>	\$0	\$0	\$0	\$0	\$0
	<b>2016</b>	\$91,608	\$0	\$0	\$0	\$91,608
	<b>2015</b>	\$0	\$0	\$0	\$0	\$0
<b>Levy Cap Bank Totals</b>		<b>\$91,607</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$91,607</b>

Expired	By Calendar Year	Allowable	Applied In	Used From	Expired	Available
	<b>2014</b>	\$130,000	\$0	\$0	\$130,000	\$0
	<b>2013</b>	\$0	\$0	\$0	\$0	\$0
	<b>2012</b>	\$0	\$0	\$0	\$0	\$0
	<b>2011</b>	\$0	\$0	\$0	\$0	\$0
<b>Levy Cap Bank Totals</b>		<b>\$129,998</b>	<b>\$0</b>	<b>\$0</b>	<b>\$130,000</b>	<b>\$0</b>