2019



### WALL TOWNSHIP NO. 1 Fire District Budget

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Department Of



Division of Local Government Services

#### 2019 FIRE DISTRICT BUDGET

**Certification Section** 

### WALL TOWNSHIP NO. 1 FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2019 to December 31, 2019

#### 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

	00				
	CERTIFIC	CATION OF AD	OPTED BUD	GET	
hereby certified	d that the adopted	Budget made a par	rt hereof has been	compared with	the approved

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:
DY.	Date:

#### 2019 PREPARER'S CERTIFICATION

#### WALL TOWNSHIP NO. 1

#### FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2019 to December 31, 2019

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:	Roll DE	lledt		
Name:	ROBERT D. ELLIG	ROBERT D. ELLIOTT		
Title:	CPA			
Address:	8 EXECUTIVE DRIVE, SUITE 1 TOMS RIVER, NJ 08755			
Phone Number:	732-363-6500	Fax Number:	732-363-0675	
E-mail address:	RDELLIOTT@ME	BGCPA.COM		

### 2019 PREPARER'S CERTIFICATION OTHER ASSETS

#### WALL TOWNSHIP NO. 1

#### FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2019 to December 31, 2019

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:	Rolet DE Sleett				
Name:	ROBERT D. ELLI	ROBERT D. ELLIOTT			
Title:	CPA	CPA			
Address:	8 EXECUTIVE DRIVE, SUITE 1 TOMS RIVER, NJ 08755				
Phone Number:	732-363-6500	Fax Number:	732-363-0675		
E-mail address:	RDELLIOTT@MEBGCPA.COM				

#### 2019 APPROVAL CERTIFICATION

#### WALL TOWNSHIP NO. 1

#### FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2019 to December 31, 2019

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 6th day of December, 2018.

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:	Naman R. Stelling			
Name:	NORMAN R. STELLING			
Title:	CLERK			
Address:	1612 ROUTE 71, PO BOX 53 WALL, NJ 07719			
Phone Number:	732-820-4854 Fax Number: 732-974-8055			
E-mail address:	NSTELLING@WT	FD1.COM		

#### FIRE DISTRICT INTERNET WEBSITE CERTIFICATION

HTTP://WWW.WTFD1.COM

purpose of the	ets shall maintain either an Internet website or a webpage on the municipality's Internet website. The e website or webpage shall be to provide increased public access to the Fire District's operations and J.S.A. 40A:14-70.2 requires the following items to be included on the Fire District's website at a public disclosure. Check the boxes below to certify the Fire District's compliance with N.J.S.A.
	A description of the Fire District's mission and responsibilities
$\boxtimes$	
	Commencing with 2013, the budgets for the current fiscal year and immediately two prior years
N/A	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

Fire District's Web Address:

NORMAN R. STELLING

Title of Officer Certifying compliance

CLERK

Signature

Noman R. Stelly

#### 2019 FIRE DISTRICT BUDGET RESOLUTION WALL TOWNSHIP NO. 1

FISCAL YEAR: January 1, 2019 to December 31, 2019

WHEREAS, the Annual Budget for the Wall Township Fire District No. 1 (the "Fire District") for the fiscal year beginning January 1, 2019 and ending December 31, 2019 has been presented before the Board of Commissioners of the Fire District at its open public meeting of 12/6/2018; 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.) [Include the following as appropriate: [includes a proposed public referendum in the amount of \$\_-0\_- in excess of the allowable amount to be raised by taxation] [includes a proposed public referendum in the amount of \$\_-0\_- as an appropriation from restricted fund balance to be used as budget revenue]]; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$1,068,558, which includes an amount to be raised by taxation of \$612,000, and Total Appropriations of \$1,068,558; 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 12/6/2018 that the Annual Budget, including all related schedules, of the Fire District for the fiscal year beginning January 1, 2019 and ending December 31, 2019 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 1/3/2019.

Namen R. Steeling (Secretary's Signature)

December 6, 2018 (Date)

Board of Commissioners Recorded Vote

Member	Aye	Nay	Abstain	Absent
WILLIAM R. DAVENPORT, SR.	X			
ROBERT D. HENDRICKSON, SR.				X
NORMAN R. STELLING	X			
EDWARD H. MILES, SR.	X			
ROY H. CURTIS	X			

#### 2019 ADOPTION CERTIFICATION

#### WALL TOWNSHIP NO. 1

#### FIRE DISTRICT BUDGET

FISCAL YEAR: January 1, 2019 to December 31, 2019

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 3rd day of January, 2019.

Officer's Signature:				
Name:	NORMAN R. STELLING			
Title:	CLERK			
Address:	1612 ROUTE 71, PO BOX 53 WALL, NJ 07719			
Phone Number:	732-820-4854	Fax Number:	732-974-8055	
E-mail address:	NSTELLING@WT	FD1.COM		

#### 2019 ADOPTED BUDGET RESOLUTION

#### WALL TOWNSHIP NO. 1

FISCAL YEAR: January 1, 2019 to December 31, 2019

WHEREAS, the Annual Budget for the Wall Township Fire District No. 1 (the "Fire District") for the fiscal year beginning January 1, 2019 and ending December 31, 2019, has been presented for adoption before the Board of Commissioners of the Fire District at its open public meeting of 1/3/2019; 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.) [Include as appropriate: [includes a proposed public referendum in the amount of \$-0- in excess of the allowable amount to be raised by taxation] [includes a proposed public referendum in the amount of \$-0- 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 \$ 1,068,558, which includes amount to be raised by taxation of \$ 612,000, and Total Appropriations of \$ 1,068,558; 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 1/3/2019 that the Annual Budget of the Fire District for the fiscal year beginning January 1, 2019 and ending December 31, 2019, is hereby adopted and, [subject to the proposed referendum being approved by 50 percent of the voters] shall constitute appropriations for the purposes stated and authorization of Total Revenues of \$1.068.558, which includes amount to be raised by taxation of \$612.000, and Total Appropriations of \$1.068.558; 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.

	January 3, 2019
(Secretary's Signature)	(Date)

Member Aye Nay Abstain Absent

WILLIAM R. DAVENPORT, SR.

ROBERT D. HENDRICKSON, SR.

NORMAN R. STELLING

EDWARD H. MILES, SR.

ROY H. CURTIS

#### 2019 FIRE DISTRICT BUDGET

**Narrative and Information Section** 

### 2019 FIRE DISTRICT BUDGET MESSAGE & ANALYSIS WALL TOWNSHIP NO. 1

FISCAL YEAR: January 1, 2019 to December 31, 2019

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

1. Complete a brief statement on the 2019 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.

Total budgeted appropriations will increase \$91,629. Capital appropriations will increase \$48,000. Please

refer to the attached schedule for an explanation of line item increases and decreases.

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 by taxation will increase \$52,000. \$9,800 of unrestricted fund balance will be utilized in 2019. No fund balance was utilized in 2018. The tax rate will increase \$.005 to \$.074 per \$100 of assessed valuation.

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.

Wall Township Fire District No. 1 is in compliance with the property tax levy cap.

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.

N/A

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.

Capital appropriations for 2019 are \$115,000. Projects include: facility repairs/upgrades, \$60,000, communications upgrades, \$10,000, gear, \$10,000 and command vehicles/upfits, \$35,000.

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.

N/A

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.

N/A

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	\$ 825,751,953	
Proposed Tax Rate per \$100 of Assessed Valuation	\$ .074	

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? \$

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?

THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW	
No	Yes

### FIRE DISTRICT CONTACT INFORMATION 2019

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

Name of Fire District:	WALL TOWNSHIP NO. 1			
Address:	1612 ROUTE 71, PO BOX 53			
City, State, Zip:	WALL		NJ	07719
Phone: (ext.)	732-820-4854	Fax:	732-9	74-8055
Preparer's Name:	ROBERT D. ELLIOTT			
Preparer's Address:	8 EXECUTIVE DRIVE, SUITE 1			
City, State, Zip:	TOMS RIVER, NJ 08755	TOMS RIVER, NJ 08755		
Phone: (ext.)	732-363-6500	Fax:	732-	363-0675
E-mail:	RDELLIOTT@MEBGCPA.COM	RDELLIOTT@MEBGCPA.COM		
Chairman:	WILLIAM R. DAVENPORT			
Phone: (ext.)	732-820-4854	Fax:	732-974	-8055
E-mail:	WDAVENPORT@WALLF	D1.COM		
Secretary/Treasurer:	NORMAN R. STELLING /	EDWARI	H. MILE	S, SR.
Phone: (ext.)	732-820-4854 Fax:		2-974-8055	
E-mail:	NSTELLING@WTFD1.COM / COMMISSIONER@WTFD1.COM			
Name of Auditor:	ROBERT D. ELLIOTT	ROBERT D. ELLIOTT		
Name of Firm:	MOHEL ELLIOTT BAUER & GASS			
Address:	8 EXECUTIVE DRIVE, SUITE 1			
	TOMS RIVER NJ 08755			08755
City, State, Zip:	TOMO KIVEK			90,00

RDELLIOTT@MEBGCPA.COM

E-mail:

#### FIRE DISTRICT INFORMATIONAL QUESTIONNAIRE

#### WALL TOWNSHIP NO. 1



FISCAL YEAR: January 1, 2019 to December 31, 2019

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 YES
  - 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) WALL TOWNSHIP NO. 1

January 1, 2019 to December 31, 2019 FISCAL YEAR:

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."

See schedule attached

- 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; b) the total number of volunteer members presently eligible to participate; c) the total number of volunteer members presently vested; d) whether the annual contribution for each vested member is fixed or based on an automatic increase; e) the total LOSAP budgeted for the current year; 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.

13A. 2003 13B. 22 15 13C. Fixed 13D. \$20,000 13E. Yes 13F.

#### FIRE DISTRICT SCHEDULE OF COMMISSIONERS AND OFFICERS WALL TOWNSHIP NO. 1

FISCAL YEAR: January 1, 2019 to December 31, 2019

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.

2) List all of the Fire District's <u>former</u> 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.

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 2016.

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.

# Fire District Schedule of Commissioners and Officers (Continued)

### WALL TOWNSHIP FIRE DISTRICT NO. 1 MONMOUTH

			Posi	Position	Reportable Dis	ible Compensation fr District (W-2/ 1099)	Reportable Compensation from Fire District (W-2/ 1099)								_	
Name	Tite	Average Hours per Week Dedicated to Position	Commissione	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 Positions at Other Public Other Public Entities Listed in Entities Listed Column N in Column N	Average Hours per Week Dedicated to Positions at Other Public Entities Listed in Column N	Reportable Compensation from Other Public Entities (W-2/ 1099)	Estimated amount of other compensation from Other Public Entities (health benefits, pension, payment in lieu of health benefits, etc.)	Total Compensation All Public Entities	al sation bilic ies
WILLIAM R. 1 DAVENPORT	PRESIDENT	8	CHICANICA		\$ 1,650			\$ 235 \$	\$ 1,885						\$	1,885
ROBERT D. 2 HENDRICKSON, SR. NORMAN R.	\$	S	×		1,000			143	1,143							1,143
3 STELLING	CLERK	80	×		1,775			254	2,029							2,029
4 EDWARD H. MILES 5 ROY H. CURTIS 6	TREASURER	<b>ω</b> ις	X X		1,575			225	1,800	BORO OF SEA GIRT	ADMIN ASST	40	43,916	29,565		1,800
Total:					\$ 7,000	\$		\$ 1,000	\$ 8,000				\$ 43,916	\$ 29,565	s	81,481

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:

#### 2019 FIRE DISTRICT BUDGET

**Financial Schedules Section** 

#### 2019 Budget Summary

	2019 Propi Budge		2018 Ad Bud		(De	crease crease) osed vs. lopted	% Increase (Decrease) Proposed vs. Adopted
REVENUES AND FUND BALANCE UTILIZED							
Total Fund Balance Utilized	\$	9,800	\$		\$	9,800	#DIV/0!
Total Miscellaneous Anticipated Revenues	2	9,400		20,000		9,400	47.0%
Total Sale of Assets							#DIV/0!
Total Interest on Investments & Deposits		1,058		1,005		53	5.3%
Total Other Revenue	4	1,000		39,000		2,000	5.1%
Total Operating Grant Revenue							#DIV/01
Total Revenues Offset with Appropriations	37	75,300		356,924	-	18,376	5.1%
Total Revenues and Fund Balance Utilized	45	6,558		416,929		39,629	9.5%
Amount to be Raised by Taxation to Support Budget	61	12,000		560,000		52,000	9.3%
Total Anticipated Revenues	1,06	58,558		976,929		91,629	9.4%
APPROPRIATIONS							
Total Administration	22	20,233		206,280		13,953	6.8%
Total Cost of Operations & Maintenance	25	58,789		247,489		11,300	4.6%
Total Appropriations Offset with Revenue	37	75,300		356,924		18,376	5.1%
Total Appropriated for Duly Incorporated First							#DIV/0!
Aid/Rescue Squad		in in					#510/0:
Total Deferred Charges		105					#DIV/0!
Cash Deficit, Preceeding Year (N.J.S.A. 40A:14-78.6)							#DIV/01
Length of Service Award Program (LOSAP) Contribution							
(P.L.1997,c.388)	2	20,000		20,000			0.0%
Total Capital Appropriations	11	15,000		67,000		48,000	71.6%
Total Principal Payments on Debt Service	(	59,052		67,487		1,565	2.3%
Total Interest Payments on Debt		10,184	-	11,749	-	(1,565)	-13.3%
Total Appropriations	1,06	58,558	-	976,929		91,629	9.4%
ANTICIPATED SURPLUS (DEFICIT)	\$ .		\$		\$		#DIV/0!

#### 2019 Revenue Schedule

		Proposed Sudget	2018 Adopted Budget	(De	ncrease ecrease) oposed Adopted	% Increase (Decrease) Proposed vs. Adopted
Fund Balance Utilized		0.000		\$	9,800	#DIV/0!
Unrestricted Fund Balance	\$	9,800		,	3,000	#DIV/0!
Restricted Fund Balance		9,800		-	9,800	#DIV/0!
Total Fund Balance Utilized		9,800		-	3,000	#517/01
Miscellaneous Anticipated Revenues		20 400	20,000		9,400	47.0%
Shared Services (N.J.S.A. 40A:65-1 et seq.)		29,400	20,000		5,400	#DIV/0!
Joint Purchasing Agreements (N.J.S.A. 40A:10 & 11)						#DIV/0!
Emergency Assistance (N.J.S.A. 40A:14-26)						#DIV/0!
Municipal Assistance (N.J.S.A. 40A:14-34)						#DIV/01
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		20.400	20,000	_	9,400	47.0%
Total Miscellaneous Anticipated Revenues		29,400	20,000	_	3,400	
Sale of Assets (List Individually)						#DIV/0!
Asset #1						#DIV/0!
Asset #2						#DIV/0!
Asset #3						#DIV/01
Asset #4	-			-		#DIV/0!
Total Sale of Assets		-		-		
Interest on Investments & Deposits (List Accounts Separately)		1,058	1,005		53	5.3%
INVESTORS SAVINGS		1,050	2,000			#DIV/0!
Investment Account #2 Investment Account #3						#DIV/0!
Investment Account #4						#DIV/0!
Total Interest on Investments & Deposits	-	1,058	1,005	TEN	53	5.3%
Other Revenue (List in Detail)				-		
FIRE OFFICIAL REIMBURSEMENT		15,000	15,000			0.0%
HR/ADMINISTRATION REIMBURSEMENT		10,000	10,000			0.0%
OTHER REIMBURSEMENTS		16,000	14,000		2,000	14.3%
Other Revenue #4					-	#DIV/0!
Total Other Revenue		41,000	39,000		2,000	5.1%
Operating Grant Revenue (List in Detail)	Wall Trans			W		
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			A KIND OF THE PERSON OF			#DIV/0!
Total Operating Grant Revenue						#DIV/0!
Revenues Offset with Appropriations		SHEED				
Uniform Fire Safety Act (P.L.1983,c.383)						
Reserves Utilized			6,924		(6,924)	
Annual Registration Fees		353,300	330,000		23,300	7.1%
Penalties and Fines						#DIV/0!
Other Revenues	1.0	22,000	20,000	_	2,000	10.0%
Total Uniform Fire Safety Act		375,300	356,924	Y	18,376	5.1%
Other Revenues Offset with Appropriations (List)						
Other Offset Revenues #1						#DIV/0!
Other Offset Revenues #2						#DIV/01
Other Offset Revenues #3						#DIV/0!
Other Offset Revenues #4				100	*	#DIV/0!
Total Other Revenues Offset with Appropriations						#DIV/0!
Total Revenues Offset with Appropriations		375,300	356,924	A	18,376	5.1%
TOTAL REVENUES AND FUND BALANCE UTILIZED	\$	456,558	\$ 416,929	\$	39,629	9.5%

#### 2019 Appropriations Schedule

		Proposed Budget		Adopted udget	(De	crease crease) osed vs. lopted	% Increase (Decrease) Proposed vs. Adopted
Administration - Personnel						0.750	7.10/
Salary & Wages (excluding Commissioners)	\$	132,750	\$	124,000	\$	8,750	7.1%
Commissioners	\$	8,000	\$	8,000		603	2.0%
Fringe Benefits		31,483		30,880		9,353	5.7%
Total Administration - Personnel		172,233	-	162,880	-	9,333	3.770
Administration - Other (List)				43,400		4,600	10.6%
SEE SCHEDULE ATTACHED		48,000		43,400		4,000	#DIV/0!
Other Admin Expense #2							#DIV/0!
Other Admin Expense #3							#DIV/0!
Contingent Expenses							#DIV/01
Other Assets, Non-Bondable #1							#DIV/01
Other Assets, Non-Bondable #2							#DIV/01
Other Assets, Non-Bondable #3		40,000		43,400	_	4,600	10.6%
Total Administration - Other		48,000		206,280		13,953	6.8%
Total Administration		220,233		200,200	-	10,000	7.0
Cost of Operations & Maintenance - Personnel							#DIV/0!
Salary & Wages		24.000		37,300		(13,300)	-35.7%
Fringe Benefits		24,000		37,300		(13,300)	-35.7%
Total Operations & Maintenance - Personnel		24,000		37,300	-	(15,500)	
Cost of Operations & Maintenance - Other (List)		198,789		183,189		15,600	8.5%
SEE SCHEDULE ATTACHED		20,000		105,205		20,000	#DIV/0!
SHARED SERVICES-FIRE SUPRESSION/DISTRICT NO. 3		20,000				1 - 1	#DIV/0!
Other Operations & Maintenance Expense #3 Contingent Expenses							#DIV/01
FIRE EQUIPMENT-NON BONDABLE		16,000		27,000		(11,000)	-40.7%
Other Assets, Non-Bondable #2							#DIV/01
Other Assets, Non-Bondable #3			1			// 1/4	#DIV/01
Total Operations & Maintenance - Other		234,789	-	210,189		24,600	11.7%
Total Operations & Maintenance		258,789		247,489	_	11,300	4.6%
Appropriations Offset with Revenue - Personnel							
Salary & Wages		226,000		214,100		11,900	5.6%
Fringe Benefits		86,300		78,824	_	7,476	9.5%
Total Appropriations Offset with Revenue - Personnel		312,300		292,924	_	19,376	0.076
Appropriations Offset with Revenue - Other (List)				20,000		(1,000)	-2.6%
UFSA-SEE SCHEDULE ATTACHED		38,000		39,000 15,000		(1,000)	0.0%
FIRE OFFICIAL REIMBURSEMENT-DISTRICT NO. 1		15,000		10,000			0.0%
HR/ADMINISTRATION REIMBURSEMENT-DISTRICT NO. 1		10,000		10,000			#DIV/01
Contingent Expenses							#DIV/0!
Other Assets, Non-Bondable #1							#DIV/0!
Other Assets, Non-Bondable #2						Jan.	#DIV/0!
Other Assets, Non-Bondable #3  Total Appropriations Offset with Revenue - Other	-	63,000		64,000	1000	(1,000)	-1.6%
Total Appropriations Offset with Revenue		375,300		356,924		18,376	5.1%
Duly Incorporated First Aid/Rescue Squad Associations	-	2.0,000	1		A Pari		
Vehicles							#DIV/0!
Equipment							#DIV/0!
Materials & Supplies							#DIV/0!
Total Duly Incorporated First Aid/Rescue Squad Associations							#DIV/01
Emergency Appropriations & Deferred Charges (List)							
Emergency Appropriation #1							#DIV/01
Emergency Appropriation #2							#DIV/01
Emergency Appropriation #3							#DIV/0!
Deferred Charge #1 (cite statute)							#DIV/01
Deferred Charge #2 (cite statute)							#DIV/01
Declared State of Emergency (N.J.S.A. 40A:4-45.45 10b)	200		1500				#DIV/0!
Total Deferred Charges						•	#DIV/0!
Cash Deficit, Preceding Year (N.J.S.A. 40A:14-78.6)	+ 3	TANK BUXING				400	#DIV/0!
Length of Service Award Program (LOSAP) Contribution (N.J.S.A. 40A:14-78.6)		20,000		20,000			0.0%
Total Capital Appropriations		115,000		67,000		48,000	71.6%
Total Principal Payments on Debt Service		69,052		67,487		1,565	2.3%
Total Interest Payments on Debt		10,184	-	11,749	\$	91,629	
TOTAL APPROPRIATIONS	\$	1,068,558	\$	976,929	-	91,029	3.470

#### WALL TOWNSHIP NO. 1 2019 FIRE DISTRICT BUDGET ADDITIONAL SCHEDULE

	2019	2018
	PROPOSED	FINAL
	BUDGET	BUDGET
ADMINISTRATION OPERATING EXPENSES		
ADVERTISING	1,200	1,100
PROFESSIONAL FEES	43,000	41,000
ELECTION	1,300	1,300
OFFICE EXPENSES	2,500	
	48,000	43,400
COST OF OPERATIONS - OPERATING		
RENT	41,000	38,000
UTILITIES	18,000	19,000
REPAIRS AND MAINTENANCE	26,000	28,000
INSURANCE	41,000	27,000
TRAINING	4,000	4,400
MEDICAL	750	750
MATERIALS AND SUPPLIES	3,589	3,589
DIRECTORS VEHICLE, UNIFORM AND TRAINING	3,500	1,000
CERTIFICATION AND TESTING	7,500	4,500
TRUCK FUEL	9,000	9,000
RADIO REPAIR	1,100	1,100
OTHER EXPENSES	550	550
MAINTENANCE & REPAIRS BUILDING	18,500	20,000
SUBSCRIPTIONS (E-DISPATCH, FH)	9,800	9,800
BUREAU OF FIRE PREVENTION	10,000	10,000
UNIFORMS & TURNOUT GEAR		5,500
RECRUITMENT/RETENTION & MATERIALS	4,500	1,000
	198,789	183,189
UFSA OTHER EXPENSES		
INSURANCE	7,000	7,500
VEHICLE MAINTENANCE	3,000	3,000
EQUIPMENT AND REPAIRS	3,000	3,000
FIRE PREVENTION MATERIALS	500	500
OFFICE EXPENSES	7,000	7,000
PROFESSIONAL FEES	3,500	5,000
UNIFORMS	1,000	1,000
SUBSCRIPTIONS	2,000	1,500
TELEPHONE/FAX	4,000	3,000
VEHICLE REIMBURSEMENT-DISTRICT NO. 1	5,000	5,000
POSTAGE	2,000	2,500

### Board of Fire Commissioners Township of Wall, Fire District No. 1 Explanation of Line Item Increases and Decreases for 2019 Budget

#### Fire Equipment Non-Bondable

 This line will see a decrease of 40% this year as a portion of the funds are being reallocated to the Shared Services-Fire Suppression line which is funding the recently implemented agreement between Fire District No. 1 and Fire District No. 3 for Automatic Aid for fire alarms taking place during day time hours Monday-Friday.

#### Administration

 This line will increase 10% due to the addition of an Office Expense category, being funded at \$2,500. This line is due to the additional administrative services taken on by the district, with the cost associated to both in house administration as well as shared services.

#### Cost of Operations - Insurance

 This line will increase \$14,000 with the number being based on actual figures from previous years. In addition, the line has been reclassified from fringe to insurance.

#### Directors Vehicle, Uniform and Training

 This line will increase \$2,500 due to new training and certification initiatives agreed upon by the Board and the Director, including reimbursement for the Certified Public Manager Program, which the Director completed in August of 2018.

# 2019 Schedule of Salaries and Benefits

Administrative Positions Excluding Commissioners (List Individually)	Number of Staff	Annual	2019 Proposed Budget Salary & Wages	PERS	PFRS	Employee Group Health Insurance	Other Fringe Benefits	2019 Proposed Budget Fringe Benefits
DIRECTOR OF FIRE SERVICES	1 0	\$ 92,000	S				\$ 23,245	\$ 23.245
ADMINISTRATIVE ASSISTANT	1	34,000	34,000					
QPA STIPENED	-1	6,750					608	608
Position #4								
Position #5								
Position #6								
Position #7								
Position #8								
Total Administration			\$ 132,750	S	en	5	\$ 31.483	\$ 31.483
			2010 Branch				11 3	
Operation & Maintenance Positions (List Individually)	Number of Staff	Annual	Budget Salary &	PERS	PFRS	Group Health	Fringe	Budget Fringe
VOLUNTEER FIREMEN (WORKERS COMP)	25		\$				\$ 18,000	18 000
VOLUNTEER FIREMEN (ACCIDENT & SICKNESS)	25							
Position #3								
Position #4								
Position #5								
Position #6								
Position #7								
Position #8								
Position #9								
Position #10								
Position #11								
Position #12								
Position #13								
Position #14								
Total Operation & Maintenance				s	\$	\$	- \$ 24,000	\$ 24,000
			2019 Proposed			Emplonee	Othor	2019 Pronoced
Salary Offset by Revenue Positions (List	Number	Annual	Budget Salary &	PERS	PFRS	Group Health	Fringe	Budget Fringe
Individually)	of Staff	Wages	Wages	Contribution	Contribution	Insurance	Benefits	Benefits
DEPUTY FIRE MARSHALL	1	\$ 76,000	\$ 76,000	\$ 10,608			\$ 9,072	\$ 19,680
SUPERVISING INVESTIGATOR	1	74,000				17 200	e .	
BUREAU COORDINATOR	1	34,000				18.800		
INSPECTOR	1	26,000			3			
PART TIME INSPECTOR	1	16,000					581	
Position #6								
Position #7								
Position #8								
Total Offset by Revenue			\$ 226,000	\$ 29,232	5	\$ 36,000	\$ 21,068	\$ 86,300
Total Administration, Operations & Offset by Revenue	evenue		\$ 358,750	\$ 29,232 \$		- \$ 36,000	36,000 \$ 76,551	\$ 141,783

# 2019 Proposed Capital Budget

## WALL TOWNSHIP FIRE DISTRICT NO. 1 MONMOUTH

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

		Date of Local Finance Board	Date of Voter	Affirmative Vote	2019 Proposed 2018 Adopted	2018 Adop
List Project Separately	Asset Type	Approval	Approval	<b>Percentage</b>	Budget	Budget
FACILITY REPAIRS/UPGRADES	BLDG IMPRO'	N/A	12/03/18	100%	\$ 60,000	\$ 25,
COMMUNICATIONS UPGRADES	EQUIPMENT	N/A	12/03/18	100%	10,000	10,000
GEAR	EQUIPMENT	N/A	12/03/18	100%	10,000	
CAMERA	EQUIPMENT					12,000
FIRE APPARATUS EQUIPMENT	EQUIPMENT					10,000
COMMAND VEHICLES/UPFITS	VEHICLE	N/A	12/03/18	100%	35,000	
Capital Improvement #7						
Total Capital Improvements					115,000	67,000

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

		חמוב הל בחבתו		The state of the s		
		Finance Board	Date of Voter	Vote	2019 Proposed	2
List Project Separately	Asset Type	Approval	Approval	Percentage	Budget	Budget

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	I	
Capital Improvement #2 Capital Improvement #3 Capital Improvement #4 Capital Improvement #5 Capital Improvement #6 Capital Improvement #7 Total Down Payments Total Capital Improvements	O	apital Improvement #1
Capital Improvement #3 Capital Improvement #4 Capital Improvement #5 Capital Improvement #7 Total Down Payments Total Capital Improvements & Down Payments	0	apital Improvement #2
Capital Improvement #4 Capital Improvement #5 Capital Improvement #6 Capital Improvement #7 Total Down Payments Total Capital Improvements & Down Payments	O	apital Improvement #3
Capital Improvement #5 Capital Improvement #6 Capital Improvement #7 Total Down Payments Total Capital Improvements & Down Payments	0	apital Improvement #4
Capital Improvement #6 Capital Improvement #7 Total Down Payments Total Capital Improvements & Down Payments	0	apital Improvement #5
Capital Improvement #7  Total Down Payments  Total Capital Improvements & Down Payments	0	apital Improvement #6
Total Down Payments Total Capital Improvements & Down Payments	0	apital Improvement #7
Total Capital Improvements & Down Payments		Total Down Payments
		Total Capital Improvements & Down Payments

RESERVE FOR FUTURE CAPITAL OUTLAYS
TOTAL CAPITAL APPROPRIATIONS

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

	67,000	67,000		
		\$		
	115,000	115,000		
*		S		

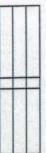
## Debt Service Schedule - Principal

### WALL TOWNSHIP FIRE DISTRICT NO. 1 MONMOUTH

	Voter	Voter	Finance Board Approval	Current Year (2018)	2019	2020	2021	2022	2023	2024	Thereafter	Total Principal Outstanding	ding
General Obligation Bonds General Obligation Bond #1												٧٠	
General Obligation Bond #2 General Obligation Bond #3													
General Obligation Bond #4	1				1								
Total Principal - General Obligation Bonds Bond Anticipation Notes	ion bonds						1						
BAN #1													Y
BAN#3													
BAN #4													1
Capital Leases Capital Leases Capatal Leases	61/91/20	%96	12/10/14	67.487	69.052	70,654	72,292	73,969	75,685	77,440		43	439,092
Capital Lease #2													
Capital Lease #3													, 00.00
Total Principal - Capital Leases				67,487	69,052	70,654	72,292	73,969	75,685	77,440		4	433,032
Intergovernmental Loans													
Intergovernmental #1 Intergovernmental #2													•
Intergovernmental #3													
Intergovernmental #4	otal loans			1									
Other Bonds or Notes Payable	CHICAL INC.												
Other Bonds or Notes #1													
Other Bonds or Notes #2													
Other Bonds or Notes #4													
Total Principal - Other Bonds or Notes	r Notes			£ 67 407	¢ C0000	c 70.654	\$ 72.297	\$ 73.969	\$ 75,685 \$	77,440	S	- \$ 4	439,092

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

### WALL TOWNSHIP FIRE DISTRICT NO. 1 MONMOUTH

Total Interest Payments

	Current Year (2018)	2019	2020	2021	2022	2023	2024	Thereafter	Payments Outstanding
General Obligation Bonds									
General Obligation Bond #1									,
General Obligation Bond #3									•
General Obligation Bond #4							1		7
Total Interest - General Obligation Bonds					*	*			
Bond Anticipation Notes									
BAN #1									
BAN #2									
BAN #3									•
Total Interest Payments - BANs								1	
Capital Leases						4 66.4	202.		ACE 35
SEAGRAVE MARAUDER PUMPER	11,749	10,184	8,582	6,944	5,267	3,551	1,736		
Capital Lease #2									
Capital Lease #4						****	201.		AC 35
Total Interest Payments - Capital Leases	11,749	10,184	8,582	6,944	2,267	3,551	1,730		170'00
Intergovernmental Loans									•
Intergovernmental #2									
Intergovernmental #3									
Intergovernmental #4 Total Interest Dayments - Intergovernmental	1		1						
Other Bonds or Notes Payable									
Other Bonds or Notes #1									
Other Bonds or Notes #2									
Other Bonds or Notes #4									
Total Interest Payments - Other Bonds or Notes					1			r	
TOTAL INTEREST ALL OBLIGATIONS	\$ 11,749	\$ 10,184	\$ 8,582	\$ 6,944 \$	5,267 \$	3,551	1,796 \$		\$ 36,324

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

	_	_
93	12	18
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10	100	100
		. 79
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The second second	X	

#### 2019 Fund Balance Reconciliation

UNRESTRICTED FUND BALANCE		171 500
Beginning balance January 1, 2018 (1)	\$	171,503
Less: Utilized in 2018 Adopted Budget		
Proposed balance available		171,503
Estimated results of operations for the year ending December 31, 2018		
Anticipated balance December 31, 2018		171,503
Less: Fund Balance utilized in 2019 Proposed Budget		9,800
Plus: Accrued Unfunded Pension Liability (1)		
Plus: Accrued Unfunded Other Post-Employment Benefit Liability (1)	1,000	
Proposed balance after utilization in 2019 Proposed Budget	\$	161,703
RESTRICTED FUND BALANCE	\$	62,918
Beginning balance January 1, 2018 (1)	Ş	02,516
Less: Utilized in 2018 Adopted Budget	-	62.018
Proposed balance available		62,918
Estimated results of operations for the year ending December 31, 2018	-	62.018
Anticipated balance December 31, 2018		62,918
Less: Restricted Fund Balance used in 2019 Proposed Budget for Capital Purposes		
Less: Restricted Fund Balance released via Referendum Resolution	_	-
Proposed balance after utilization in 2019 Proposed Budget	\$	62,918

<sup>(1)</sup> This line item must agree to audited financial statements.

#### 2019 Referendums

	2019 Proposed Budget Amount	
Summary of Referendum Line Items	Requested	2018 Final Budget
Summary of Referendant Line Rems		
		THE WARRANT OF
		É
Total Referendum Li	ne Items 5 -	\$ -
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.)		
	2019 Proposed Budget Amount	
Summary of Release of Restricted Fund Balance Referendum Line Ite	ems Requested	2018 Final Budget
		North Control Live
Total Release of Restricted Fund	Balance \$ -	\$ -

#### 2019 Levy Cap Summary

LEVY CAP CALCULATION			
Prior Year Amount to be Raised by Taxation for Fire District Purposes		\$	560,000
Changes in Service Provider (+/-)			
DLGS Approved Adjustments			<u> </u>
Net Prior Year Tax Levy for Municipal Purposes for Cap Calculation			560,000
Plus: 2% Cap Increase			11,200
ADJUSTED TAX LEVY PRIOR TO EXCLUSIONS			571,200
Exclusions			
Shared Service Exclusion			
Change in Total Debt Service Appropriation			
Allowable Pension Increases			
Allowable Increase in Health Care Costs			
Changes in LOSAP Contributions (+/-)			
Extraordinary Costs due to a "Declared" Emergency			
Net Capital Improvement Fund and/or Down Payment on Improvements	s		
and Reserve for Future Capital Outlays			48,000
Total Exclusions			48,000
Less: Cancelled or Unexpended Referendum Amounts			
Increase in Ratable Valuation (New Construction/Additions)	\$	79,300	
Prior Year Local Fire District Tax Rate (3 decimals/\$100)		\$0.069	55
ADJUSTED TAX LEVY			619,255
Amount Utilized from Levy Cap Bank from 2016			
Amount Utilized from Levy Cap Bank from 2017			
Amount Utilized from Levy Cap Bank from 2018			
Maximum Tax Levy Before Referendum			619,255
Amount Proposed for Levy Cap Referendum		_	
MAXIMUM ALLOWABLE AMOUNT TO BE RAISED BY TAXATION		_\$	619,255
CAP BANK CALCULATION			
Amount to be Raised by Taxation	\$	612,000	
Cap Bank Available from Prior Year (2016) for 2019 Budget		1,305	
Cap Bank Available from Prior Year (2017) for 2019 Budget		26,657	
Revised Cap Bank from Prior Year (2018) Available for 2019 Budget			26,657
Cap Bank Available from Prior Year (2018) for 2019 Budget			
Revised Cap Bank from Prior Year (2018) Available for 2020 Budget			
Cap Bank from Current Year (2019) Available for 2020 Budget			7,255
Cap Bank Available from 2019 for 2020 Budget		\$	7,255

# 2019 Shared Services Exclusion Worksheet

		_		_	_	_	_	_	_	_	_	_	_	_	_
-	Adopted	- \$	1	,		*	*			(4.)					
Total	Proposed			•			*	*	•	,			•		
osts	Adopted														
Other Costs	Proposed														. \$
Costs	Adopted	1 1 1 1 1 1													\$ - \$ -
Salary Costs	Proposed														
Services	Adopted	\$													
Capital Improvement Declared Emergency Total Shared Services Costs Costs Costs	Adopted Proposed Adopted Proposed Adopted Proposed Adopted Proposed Adopted Proposed Adopted					*						.*			
nergency	Adopted														\$
Declared Eme	Proposed						,								•
<b>Improvement</b> Costs	Adopted		200							7					. \$
Capital Im	Proposed	0347003									100				s
Debt Service Costs															
Debt Ser	Proposed		200		100										\$
Pension Costs	Adopted	100 X 100 M										10000		Service and	\$
Pensit	Proposed Adopted Proposed Adopted Proposed														s
Health Care Costs	Adopted	188.53													\$
Health			1000	S. E. A.	1000	188			A. T. T.	10000	1000		40.00		\$
	Type of Shared Service Provided (List Each Separately)				2. A. P. R. C. L. C.	Sea State Control									
	Name of Entity Providing Service												1		Total

#### 2019 Levy Cap Exclusion Calculations

PENSION CONTRIBUTION CALCULATION  2010 Property Bullett BERS Contribution Appropriated	\$	29,232
2019 Proposed Budget PERS Contribution Appropriated		23,232
2019 Proposed Budget PFRS Contribution Appropriated		29,232
Anticipated Revenues for Fringe Benefits Directly Offsetting Pension Costs		23,232
Net 2019 Base Amount	-	25,524
2018 Adopted Budget PERS Contribution		25,524
2018 Adopted Budget PFRS Contribution Realized Revenues for Fringe Benefits Directly Offsetting Pension Costs		25,524
Net 2018 Base Amount	_	
Pension Contribution Exclusion	\$	
r chain continues an excession		
LOSAP CALCULATION		
2019 Proposed Budget LOSAP Appropriation	\$	20,000
2018 Adopted Budget LOSAP Appropriation		20,000
LOSAP Exclusion (+/-)	\$	
DEBT SERVICE CALCULATION	\$ .	79,236
2019 Proposed Budget Total Debt Service Appropriation 2019 Proposed Budget Debt Service Appropriation Offset from Restricted Fund		, 5,250
2019 Proposed Budget Debt Service Appropriation Offset from Grant Revenue		
2019 Proposed Budget Debt Service Appropriation Offset from Unrestricted Fund		
2019 Base Amount		79,236
2018 Adopted Budget Total Debt Service Appropriation		79,236
2018 Adopted Budget Capital Appropriation Offset from Restricted Fund		
2018 Adopted Budget Capital Appropriation Offset from Grant Fund		
2018 Adopted Budget Capital Appropriation Offset from Unrestricted Fund		
2018 Base Amount		79,236
	•	
Debt Service Exclusion	3	
CAPITAL APPROPRIATION CALCULATION		
2019 Proposed Budget Total Capital Appropriation	\$	115,000
2019 Proposed Budget Capital Appropriation Offset from Restricted Fund		
2019 Proposed Budget Capital Appropriation Offset from Grant Revenue		
2019 Proposed Budget Capital Appropriation Offset from Unrestricted Fund		1 / 3
2019 Base Amount		115,000
2018 Adopted Budget Total Capital Appropriation		67,000
2018 Adopted Budget Capital Appropriation Offset from Restricted Fund		
2018 Adopted Budget Capital Appropriation Offset from Grant Revenue		
2018 Adopted Budget Capital Appropriation Offset from Unrestricted Fund	-	
2018 Base Amount		67,000
Capital Expenditure Exclusion	3	48,000
HEALTH INSURANCE EXCLUSION CALCULATION		PRIEMPRING AND AND
		0.0%
FY 2019	\$	433
FY 2019 1019 Proposed Budget Administration Health Insurance Appropriation 1019 Proposed Budget Operations & Maintenance Health Insurance Appropriation	COLUMN STREET	
FY 2019 O19 Proposed Budget Administration Health Insurance Appropriation	COLUMN STREET	
FY 2019 O19 Proposed Budget Administration Health Insurance Appropriation O19 Proposed Budget Operations & Maintenance Health Insurance Appropriation 2019 Proposed Budget Group Health Insurance	COLUMN STREET	
FY 2019 2019 Proposed Budget Administration Health Insurance Appropriation 2019 Proposed Budget Operations & Maintenance Health Insurance Appropriation 2019 Proposed Budget Group Health Insurance 2018 Adopted Budget Administration Health Insurance Appropriation	COLUMN STREET	
FY 2019 2019 Proposed Budget Administration Health Insurance Appropriation 2019 Proposed Budget Operations & Maintenance Health Insurance Appropriation 2019 Proposed Budget Group Health Insurance 2018 Adopted Budget Administration Health Insurance Appropriation 2018 Adopted Budget Operations & Maintenance Health Insurance Appropriation	COLUMN STREET	
FY 2019 O19 Proposed Budget Administration Health Insurance Appropriation O19 Proposed Budget Operations & Maintenance Health Insurance Appropriation 2019 Proposed Budget Group Health Insurance O18 Adopted Budget Administration Health Insurance Appropriation O18 Adopted Budget Operations & Maintenance Health Insurance Appropriation 2018 Adopted Budget Group Health Insurance	COLUMN STREET	
FY 2019 O19 Proposed Budget Administration Health Insurance Appropriation O19 Proposed Budget Operations & Maintenance Health Insurance Appropriation 2019 Proposed Budget Group Health Insurance O18 Adopted Budget Administration Health Insurance Appropriation O18 Adopted Budget Operations & Maintenance Health Insurance Appropriation 2018 Adopted Budget Group Health Insurance Net Increase (Decrease)	COLUMN STREET	
FY 2019 O19 Proposed Budget Administration Health Insurance Appropriation O19 Proposed Budget Operations & Maintenance Health Insurance Appropriation 2019 Proposed Budget Group Health Insurance O18 Adopted Budget Administration Health Insurance Appropriation O18 Adopted Budget Operations & Maintenance Health Insurance Appropriation 2018 Adopted Budget Group Health Insurance Net Increase (Decrease) let Increase Divided by 2018 Amount Budgeted = % Increase	COLUMN STREET	0.00%
FY 2019 O19 Proposed Budget Administration Health Insurance Appropriation O19 Proposed Budget Operations & Maintenance Health Insurance Appropriation 2019 Proposed Budget Group Health Insurance O18 Adopted Budget Administration Health Insurance Appropriation O18 Adopted Budget Operations & Maintenance Health Insurance Appropriation 2018 Adopted Budget Group Health Insurance Net Increase (Decrease) let Increase Divided by 2018 Amount Budgeted = % Increase FY 2019 State Health Average O% Less 2% = % Increase Added to Current Levy	COLUMN STREET	0.00%
FY 2019 O19 Proposed Budget Administration Health Insurance Appropriation O19 Proposed Budget Operations & Maintenance Health Insurance Appropriation 2019 Proposed Budget Group Health Insurance O18 Adopted Budget Administration Health Insurance Appropriation O18 Adopted Budget Operations & Maintenance Health Insurance Appropriation 2018 Adopted Budget Group Health Insurance Net Increase (Decrease) Iet Increase Divided by 2018 Amount Budgeted = % Increase FY 2019 State Health Average O½ Less 2% = % Increase Added to Current Levy Increase less % Increase Exclusion = % Increase Inside Cap	5	0.00%
PY 2019 2019 Proposed Budget Administration Health Insurance Appropriation 2019 Proposed Budget Operations & Maintenance Health Insurance Appropriation 2019 Proposed Budget Group Health Insurance 2018 Adopted Budget Administration Health Insurance Appropriation 2018 Adopted Budget Operations & Maintenance Health Insurance Appropriation 2018 Adopted Budget Group Health Insurance Net Increase (Decrease) 3 Net Increase Divided by 2018 Amount Budgeted = % Increase 3 Increase Divided Budget Group Health Insurance 3 Increase Inside Cap 3 Increase Inside Cap 4 Increase Inside Cap 5 Increase Inside Cap	\$	0.00% 0.00%
FY 2019 1019 Proposed Budget Administration Health Insurance Appropriation 1019 Proposed Budget Operations & Maintenance Health Insurance Appropriation 1019 Proposed Budget Group Health Insurance 1018 Adopted Budget Administration Health Insurance Appropriation 1018 Adopted Budget Operations & Maintenance Health Insurance Appropriation 1018 Adopted Budget Group Health Insurance 1018 Adopted Budget Operations 8 Maintenance Health Insurance Appropriation 1018 Adopted Budget Operations 8 Maintenance Health Insurance Appropriation 1018 Adopted Budget Operations 8 Maintenance Health Insurance Appropriation 1018 Adopted Budget Operations 8 Maintenance Health Insurance Appropriation 1018 Adopted Budget Operations 8 Maintenance Health Insurance Appropriation 1018 Adopted Budget Operations 8 Maintenance Health Insurance Appropriation 1018 Adopted Budget Operations 8 Maintenance Health Insurance Appropriation 1018 Adopted Budget Operations 8 Maintenance Health Insurance Appropriation 1018 Adopted Budget Operations 8 Maintenance Health Insurance Appropriation 1018 Adopted Budget Operations 8 Maintenance Health Insurance Appropriation 1018 Adopted Budget Operations 8 Maintenance Health Insurance Appropriation 1018 Adopted Budget Operations 8 Maintenance Appropriation 1018 Adopted Budget Operations 9 Maintenance Plealth Insurance Plealt	\$ \$ \$	0.00%
FY 2019 O19 Proposed Budget Administration Health Insurance Appropriation O19 Proposed Budget Operations & Maintenance Health Insurance Appropriation 2019 Proposed Budget Group Health Insurance O18 Adopted Budget Administration Health Insurance Appropriation O18 Adopted Budget Operations & Maintenance Health Insurance Appropriation 2018 Adopted Budget Group Health Insurance Net Increase (Decrease) Iet Increase Divided by 2018 Amount Budgeted = % Increase FY 2019 State Health Average O½ Less 2% = % Increase Added to Current Levy Increase less % Increase Exclusion = % Increase Inside Cap	\$	0.00%

# Fire District Schedule of Commissioners and Officers (Continued)

			Posi	Position	Reportab	District (W-2/ 1099	Reportable Compensation from Fire District (W-2/ 1099)			L						
Name	Title	Average Hours per Week Dedicated to Position	Commissioner	Former Officer	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		Positions held at Other Public Entities Listed in E Column N	Average Hours per Week Dedicated to Positions at Other Public Entities Listed in Column N	Reportable Compensation from Other Public Entities (W-2/ 1099)	Estimated amount of other compensation from Other Public Entities (health benefits, pension, payment in lieu of health benefits, etc.)	Total Compensation All Public Entities	tal nsation ublic ities
WILLIAM R. 1 DAVENPORT ROBERT D.	PRESIDENT	60	Andrew St.		\$ 1,650			\$ 235	w	1,885					ss	1,885
HENDRICKSON, 2 SR.	dA	Ŋ	×		1,000			143		1,143						1,143
3 STELLING	CLERK	8	×		1,775			254		2,029						2,029
4 MILES	TREASURER	9	×		1,575			225		1,800						1,800
5 ROY H. CURTIS 6	COMMISSIONER		×		1,000			143		1,143						1,143
8 8 9										• • •						
917																1 1 1 1
13 15			141													
Total:					\$ 7,000	\$	. \$	\$ 1,000	S	8,000			\$	\$	S	8,000

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:

# Schedule of Health Benefits - Detailed Cost Analysis

	# of Covered Members (Medical & Rx) Proposed Budget	Annual Cost Estimate per Employee Proposed	Total Cost Estimate Proposed Budget	# of Covered Members (Medical & Rx) Current Year	Annual Cost per Employee Current Year	Total Current Year Cost	\$ Increase (Decrease)	% Increase (Decrease)
Active Employees - Health Benefits - Annual Cost	ī							
Single Coverage Parent & Child	•					S	· s	#DIV/0!
Employee & Spouse (or Partner)	# 1 <del>*</del>	20,000	20,000	d .	18,800	18,800	1,200	6.4%
Family		norica	000,62	4	21,900	21,900	1,100	2.0%
Employee Cost Sharing Contribution (enter as negative - )			(7,000)			והמחחו	(1001)	#DIV/0!
Subroral	2		36,000	2		33,800	7	6.5%
Commissioners - Health Benefits - Annual Cost							ははいいた	
Single Coverage								
Parent & Child								#DIV/OI
Employee & Spouse (or Partner)			*			١	1	#DIV/OI
Family								#DIV/OI
Employee Cost Sharing Contribution (enter as negative - )								#DIV/OI
Subtotal	0		1	0				#DIV/OI
Retirees - Health Benefits - Annual Cost			September 1				10 May 10	
Single Coverage								
Parent & Child			•					#DIV/OI
Employee & Spouse (or Partner)			•					#DIN/0i
Family						•		#DIV/OI
Employee Cost Sharing Contribution (enter as negative - )								#DIV/OI
Junioral	0			0		•	A STATE OF THE PARTY OF	#DIN/Oi
GRAND TOTAL	12		\$ 36,000			33 800	2 2200	762.9
				V VIII V				0.50
is medical coverage provided by the SHBP (Yes or No)? Is prescription drug coverage provided by the SHBP (Yes or No)?	<u>.</u>		ON			V		
				CONTRACTOR OF THE PARTY OF			一年 かませんだ	Control of the Contro

# Schedule of Accumulated Liability for Compensated Absences

# WALL TOWNSHIP FIRE DISTRICT NO. 1 MONMOUTH

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

			Legal Basis for Benefit (check applicable items)	s for E	enefit items)
Individuals Eligible for Benefit	Gross Days of Accumulated Compensated Absences at January 1, 2018	Dollar Value of Accrued Compensated Absence Liability	bevorqdA Labor freement	Resolution	Individual Employment Agreement
W. NEWBERRY	12	12 \$ 3,531			
J. RIZZITELLO	06	7,500			
E. HENDERSON	89	7,500			
K. NASTI	14	1,751			

20,282

Total liability for accumulated compensated absences at January 1, 2018

#### SHARED SERVICES AGREEMENT FOR QUALIFIED PURCHASING AGENT, PAYROLL/BENEFITS & PENSIONS AND PROCUREMENT RELATED SERVICES

THIS SHARED SERVICES AGREEMENT made this 21 day of December.

2017 ("Effective Date") by and between THE BOARD OF FIRE COMMISSIONERS WALL TOWNSHIP FIRE DISTRICT NO. 1 ("District 1"), a body corporate located within the Township of Wall, County of Monmouth, State of New Jersey, with principal offices located at 1612 Route 71, Wall Township, New Jersey, 07719, and THE BOARD OF FIRE COMMISSIONERS WALL TOWNSHIP FIRE DISTRICT NO. 3 ("District 3), a body corporate located within the Township of Wall, County of Monmouth, State of New Jersey, with principal offices located at Route 35 & Church Street, Wall Township, New Jersey, 08736. District 1 and District 3 will be collectively referred to herein as the "Parties".

#### WITNESSETH:

WHEREAS, the "Uniformed Shared Services and Consolidation Act" N.J.S.A. 40A:65-1 through 40A:65-35 (the "Act"), authorizes local units of this State to enter into contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Parties have identified an area where working together through shared services will result in positive outcomes for both entities; and

WHEREAS, the Parties now wish to enter into a Shared Services Agreement ("Agreement") for Qualified Purchasing Agent ("QPA") related services, in addition to payroll/benefits & pension and procurement services; and

WHEREAS, District 1 has agreed to provide District 3 with the services of its QPA, payroll/benefits and pension, and procurement staff team pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

#### 1. Services Provided

A. Qualified Purchasing Agent (QPA) Services. District 1 shall provide District 3 with the services of its QPA, who will also be appointed as District 3's QPA effective January 1, 2017 until this Agreement's expiration or termination. District 3 will submit requests for QPA consultation and review services through District 1's Director of Fire Services. District 3 agrees to continually staff its Treasurer position to ensure the QPA has appropriate and adequate support during the term of this Agreement.

B. Payroll/Benefits/Pensions Services - District 1 will provide biweekly payroll services utilizing District 3's service provider and will provide monthly

benefits/pensions reporting requirements to District 3's appointed Professionals, and other agencies as required. The Director of Fire Services of District 1 will provide the Human Resource function to District 3 Staff on an as needed basis as directed by District 3. District 3 agrees to appoint a member of its staff to provide all necessary information pertaining to Payroll/Benefits/Pensions Services to ensure that District 1's staff has appropriate and adequate personnel support during the term of this agreement.

C. Procurement Related Services - District 1 shall provide District 3 with Procurement related services as needed throughout this agreement. This includes but not limited to: Requisition, Voucher, Purchase Order management; budget

tracking; and other duties as assigned.

#### 2. Fees - Total fee for all services \$20,000

A. The fee for services provided shall be \$20,000 annually. The fee will be divided into four \$5,000 quarterly installments due the first business day of each fiscal quarter.

B. All fees set forth in this section shall be reviewed at the end of each year and shall increase at the rate of 2% at the beginning of each new year of the Agreement.

C. In addition to the annual fee for service, District 3 agrees to cover the cost of a electronic finance management system, at a cost not to exceed \$10,000. In return, District 1 agrees to cover the cost of the annual hosting fee not to exceed \$4,800 for the initial year of the Agreement.

#### 3. Term

The term of this Agreement shall commence January 1, 2018, and shall continue until December 31, 2021 (the "Term") unless terminated sooner pursuant to the terms and conditions of Section 6 of this Agreement. Notwithstanding the foregoing, by resolutions of the governing bodies of both Parties, this Agreement may be extended for additional terms of three (3) years up to a total of nine (9) additional years. District 3 will appoint the District 1 QPA to an appropriate term, in accordance with state statute. District 3, District 1 and the Bureau of Fire Safety shall each pay \$1,105 annually as their portion of the yearly maintenance fee.

#### 4. Indemnification

District 3 agrees to hold District 1, its officers, employees and agents harmless from any and all claims of whatever nature or type arising from the provision of the services by District 1 to District 3 and its residents pursuant to this Agreement. District 1 shall likewise hold District 3, its officers, employees and agents harmless from any and all claims of whatever nature or type arising from the provision of the services contained

in this Agreement. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person.

#### 5. Termination

- A. This Agreement may be terminated at any time upon mutual agreement of the Parties; however, unless otherwise agreed by the Parties, such termination shall not become effective for a maximum of six (6) months following the adoption of joint resolutions by both governing bodies authorizing the termination.
- B. Either party may terminate this Agreement at any time and for any reason upon giving the other party six (6) months' notice of its intent to terminate.
- C. In the event either party defaults in the performance of any of its obligations under this Agreement, after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement and shall be entitled to all other remedies available at law, in equity, or both. The non-defaulting party shall also be entitled to receive from the defaulting party all costs and expenses, including legal fees, as a result of such default.
- D. In the event of a termination pursuant to any subsection of this paragraph, the Parties shall take all steps necessary to ensure that the services are transitioned back to the respective party in a manner which does not jeopardize the health, welfare or safety of the residents of either party. In addition, all Parties shall be entitled to the return of all equipment and other personal property that was transferred or loaned pursuant to this Agreement.

#### 6. Chain of Command; Annual Meeting

- A. The District 1 employees providing services under this Agreement shall be under the exclusive authority and control of District 1; conversely, the District 3 employee(s), if any, providing services under this Agreement, shall be under the exclusive control of District 3. Both parties shall only provide direction, or instruction, to the other party's employees through the managerial designate of the respective party. Neither party shall discipline or reprimand any employee of the other party to this agreement. All complaints, instructions, requests, including requests for information, or other lines of communication by either party shall be through the managerial designate by the respective Parties.
- B. The Parties agree to have their designated representatives meet at least annually to discuss the provision of services under this Agreement; the costs associated with same; and any other matters concerning this Agreement.

#### 7. Confidentiality

The Parties recognize and acknowledge that in the performance of the duties called for under this Agreement, certain confidential information of the other party will need to be shared or transmitted, including employment, operations and financial records, as well as, related data which is not otherwise publicly available ("Confidential Information"). Each party will treat as confidential all Confidential Information of the other party while implementing reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse, or removal of the other party's Confidential Information, and will not use or disclose such Confidential Information, unless it becomes generally known through no fault of the disclosing party, or unless such party is required by law or court order to disclose such Confidential Information.

#### 8. Choice of Law

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

#### 9. Entire Agreement

This Agreement represents the entire agreement between the Parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by writing, which is to be signed by all of the Parties hereto.

#### 10. Severability

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

#### 11. Waiver

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

#### 12. Modification

This Agreement may not be changed orally, and may be modified or amended only by a written agreement signed by both Parties. In consideration of unforeseen circumstances and in order to ensure proper and efficient delivery of services to the

residents of District 3 and District 1, the delivery of services can be practically modified, as it pertains to day to day logistical operations, by mutual consent of the Parties or their managerial designees.

#### 13. Expansion

Upon the mutual agreement of the Parties, this Agreement may be expanded in the future in order to cover additional services not presently covered in the Agreement. Such expansion will require the Parties to re-examine the terms and conditions of this Agreement at that time, and the adoption of a new Agreement, or an additional addendum to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its proper officers and its corporate seals to be hereto affixed, as of the day and year first above written.

WITNESS/ATTEST:

BOARD OF FIRE COMMISSIONERS FIRE DISTRICT NO. 1, TOWNSHIP OF WALL

WITNESS/ATTEST:

BOARD OF FIRE COMMISSIONERS FIRE DISTRICT NO. 3, TOWNSHIP OF WALL

Ralph G. Tancredi, Sr., Clerk Mark J. Pellecchia, Sr., V.P.

## AUTHORIZING SHARED SERVICES AGREEMENT FOR QUALIFIED PURCHASING AGENT, PAYROLL/BENEFITS & PENSIONS AND PROCUREMENT RELATED SERVICES

WHEREAS, the "Uniformed Shared Services and Consolidation Act" N.J.S.A. 40A:65-1 through 40A:65-35 (the "Act"), authorizes local units of this State to enter into contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and WHEREAS, the Parties have identified an area where working together through shared services entities: both for outcomes positive result WHEREAS, the Parties now wish to enter into a Shared Services Agreement ("Agreement") for Qualified Purchasing Agent ("QPA") related services, in addition to payroll/benefits & pension services: procurement and WHEREAS, District 1 has agreed to provide District 3 with the services of its QPA, payroll/benefits and pension, and procurement staff team pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED By the Board of Fire Commissioners, Fire District No. 1, Township of Wall, County of Monmouth, New Jersey, that the Board of Fire Commissioners approves the District's participation in the shared services agreement with the Board of Fire Commissioners, Fire District No. 3 for QPA, Payroll and Accounting services; and further that the Director of Fire Services is authorized and directed to execute the shared services agreement; and

**BE IT FURTHER RESOLVED** That a copy of the shared services agreement will be available, pursuant to N.J.S.A. 40A:65-5.b., at the Fire District Administrative Offices for public inspection.

#### CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 1, TOWNSHIP OF WALL AT A MEETING HELD ON NOVEMBER 2, 2017.

NORMAN R. STELLING. CLERK OF THE BOARD

### SHARED SERVICES AGREEMENT FOR QUALIFIED PURCHASING AGENT, PAYROLL/BENEFITS AND PENSIONS AND PROCUREMENT RELATED SERVICES

#### WITNESSETH:

WHEREAS, the "Uniformed Shared Services and Consolidation Act" N.J.S.A. 40A:65-1 through 40A:65-35 (the "Act"), authorizes local units of this state to enter into contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Parties have identified an area where working together through shared services will result in positive outcomes for both entities; and

WHEREAS, the Parties now wish to enter into a Shared Services Agreement ("Agreement") for Qualified Purchasing Agent ("QPA") related services, in addition to payroll/benefits & pension and procurement services; and

WHEREAS, Wall District 1 has agreed to provide Lakewood District 1 with the services of its QPA, payroll/benefits and pension and procurement staff team pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

#### 1. Services Provided

A. Qualified Purchasing Agent (QPA) Services. Wall District 1 shall provide Lakewood District 1 with the services of its QPA, who will also be appointed as Lakewood District 1's QPA effective October 1, 2018, until this Agreement's expiration or termination. Lakewood District 1 will submit requests for QPA consultation and review services through Wall District 1's Director of Fire Services. Lakewood District 1 agrees to continually staff its Treasurer position to ensure the QPA has appropriate and adequate support during the term of this Agreement.

- B. Payroll/Benefits/Pensions Services Wall District 1 will provide biweekly payroll services utilizing Lakewood District 1's service provider and will provide monthly benefits/pensions reporting requirements to Lakewood District 1's appointed professionals and other agencies as required. The Director of Fire Services of Wall District 1 will provide the human resource function to Lakewood District 1 staff on an as needed basis as directed by Lakewood District 1. Lakewood District 1 agrees to appoint a member of its staff to provide all necessary information pertaining to payroll/benefits/pensions services to ensure that Wall District 1's staff has appropriate and adequate personnel support during the term of this Agreement.
- C. Procurement Related Services Wall District 1 shall provide Lakewood District 1 with procurement related services as needed throughout this Agreement. This includes, but is not limited to: requisition, voucher, purchase order management; budget tracking; and other duties as assigned.

#### 2. Fees - Total fee for all services \$12,000.00

A. The fee for services provided shall be \$12,000.00 annually. The fee will be divided into four \$3,000.00 quarterly installments due the first business day of each fiscal quarter.

#### 3. Term

The term of this Agreement shall commence October 1, 2018, and shall continue until September 30, 2019 (the "Term"), unless terminated sooner pursuant to the terms and conditions of Section 6 of this Agreement. Notwithstanding the foregoing, by resolutions of the governing bodies of both Parties, this Agreement may be extended for an additional term of one (1), two (2) or three (3) years. Lakewood District 1 will appoint the Wall District 1 QPA to an appropriate term in accordance with state statute.

#### 4. Indemnification

Lakewood District 1 agrees to hold Wall District 1, its officers, employees and agents, harmless from any and all claims of whatever nature or type arising from the provision of the services by Wall District 1 to Lakewood District 1 and its residents pursuant to this Agreement. Wall District 1 shall likewise hold Lakewood District 1, its officers, employees and agents, harmless from any and all claims of whatever nature or type arising from the provision of the services contained in this Agreement. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person.

#### 5. Termination

- A. This Agreement may be terminated at any time upon mutual agreement of the Parties, however, unless otherwise agreed to by the Parties, such termination shall not become effective for a maximum of six (6) months following the adoption of joint resolutions by both governing bodies authorizing the termination.
- B. Either party may terminate this Agreement at any time and for any reason upon giving the other party six (6) months' notice of its intent to terminate.
- C. In the event either party defaults in the performance of any of its obligations under this Agreement, after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement and shall be entitled to all other remedies available at law, in equity, or both. The non-defaulting party shall also be entitled to receive from the defaulting party all costs and expenses, including legal fees, as a result of such default.
- D. In the event of a termination pursuant to any subsection of this paragraph, the Parties shall take all steps necessary to ensure that the services are transitioned back to the respective party in a manner which does not jeopardize the health, welfare or safety of the residents of either party. In addition, all Parties shall be entitled to the return of all equipment and other personal property that was transferred or loaned pursuant to this Agreement.

#### 6. Chain of Command; Annual Meeting

- A. The Wall District 1 employees providing services under this Agreement shall be under the exclusive authority and control of Wall District 1. Conversely, the Lakewood District 1 employee(s), if any, providing services under this Agreement shall be under the exclusive control of Lakewood District 1. Both Parties shall only provide direction or instruction to the other party's employees through the managerial designate of the respective party. Neither party shall discipline or reprimand any employee of the other party to this Agreement. All complaints, instructions, requests, including requests for information, or other lines of communication by either party shall be through the managerial designate by the respective Parties.
- B. The Parties agree to have their designated representatives meet at least semi-annually to discuss the provision of services under this Agreement, the costs associated with same and any other matters concerning this Agreement.

#### 7. Confidentiality

The Parties recognize and acknowledge that, in the performance of the duties called for under this Agreement, certain confidential information of the other party will need to be shared or transmitted, including employment, operations and financial records, as well as

related data which is not otherwise publicly available ("Confidential Information"). Each party will treat as confidential all Confidential Information of the other party while implementing reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse or removal of the other party's Confidential Information, and will not use or disclose such Confidential Information unless it becomes generally known through no fault of the disclosing party, or unless such party is required by law or court order to disclose such Confidential Information.

#### 8. Choice of Law

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

#### 9. Entire Agreement

This Agreement represents the entire agreement between the Parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by writing, which is to be signed by all of the Parties hereto.

#### 10. Severability

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

#### 11. Waiver

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

#### 12. Modification

This Agreement may not be changed orally and may be modified or amended only by a written agreement signed by both Parties. In consideration of unforeseen circumstances and in order to ensure proper and efficient delivery of services to the residents of Lakewood District 1 and Wall District 1, the delivery of services can be practically modified, as it pertains to day to day logistical operations, by mutual consent of the Parties or their managerial designees.

#### 13. Expansion

Upon the mutual agreement of the Parties, this Agreement may be expanded in the future in order to cover additional services not presently covered in the Agreement. Such

expansion will require the Parties to re-examine the terms and conditions of this Agreement at that time and the adoption of a new Agreement or an additional addendum to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its proper officers and its corporate seals to be hereto affixed, as of the day and year first above written.

WITNESS/ATTEST:

NORMAN R. STELLING, CLERK

WITNESS/ATTEST:

AVRAHAM Y. LIEBER, SECRETARY

BOARD OF FIRE COMMISSIONERS FIRE DISTRICT NO. 1 TOWNSHIP OF WALL

By: WILLIAM R. DAVENPORT, SR.

PRESIDENT

BOARD OF FIRE COMMISSIONERS FIRE DISTRICT NO. 1

TOWNSHIP OF LAKEWOOD

DAVID MIZRAHI, CHAIRMAN

# SHARED SERVICE AGREEMENT BY AND BETWEEN THE BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT NO. 3, TOWNSHIP OF WALL, AND THE BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT NO. 1, TOWNSHIP OF WALL, FOR THE PROVISION OF FIRE PROTECTION AND SUPPRESSION SERVICES

THIS AGREEMENT, hereinafter referenced as the "Agreement", entered into this \_\_\_\_\_\_ day of May, 2018, by and between the Board of Fire Commissioners of Fire District No. 3, Township of Wall, County of Monmouth, State of New Jersey, with its principal office situate and located at Highway 35 and Church Street, Wall, New Jersey 07719 (P.O. Box 542, Allenwood, New Jersey 08720), hereinafter referenced as "Board No. 3", and the Board of Fire Commissioners of Fire District No. 1, Township of Wall, County of Monmouth, State of New Jersey, with its principal office situate and located at 1612 Route 71, Wall, New Jersey 07719, hereinafter referenced as "Board No. 1". Collectively, "Board No. 3" and "Board No. 1" shall be referenced as the "Parties".

#### WITNESSETH

WHEREAS, Board No. 3 is a duly constituted body corporate established by and operating pursuant to and in accordance with the provisions of N.J.S.A. 40A:14-70 et seq. for the purpose of providing fire protection and suppression, as well as other necessary and proper incidental services within the territorial location designated as Fire District No. 3; and

WHEREAS, Board No. 1 is a duly constituted body corporate established by and operating pursuant to and in accordance with the provisions of N.J.S.A. 40A:14-70 et seq. for the purpose of providing fire protection and suppression, as well as other necessary and proper incidental services within the territorial location designated as Fire District No. 1; and

WHEREAS, the Uniform Shared Services Act (N.J.S.A. 40A:65-1 et seq.), hereinafter referenced as the "Act", specifically at N.J.S.A. 40A:65-4, provides that any local unit may enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services necessary and proper incidental to the primary purposes for which the local unit is created and empowered; and

WHEREAS, Board No. 3 and Board No. 1 are each a "local unit" as defined under the Act, specifically at N.J.S.A. 40A:65-3; and

WHEREAS, Board No. 1 desires to receive fire protection and suppression services, including necessary and proper incidental services as set forth herein, or subsequently set forth in ancilliary documents or amendments as permitted by law and this Agreement; and

WHEREAS, the Parties find and determine that it is in the best interest of Board No. 3 and Board No. 1 to enter into a Shared Service Agreement for said purposes under the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

- Board No. 3 shall man one (1) engine, designated as Engine 3, with a crew of three (3)
  qualified firefighters for daytime response between the hours of 7:30 a.m. and 3:30 p.m. to
  provide fire protection and suppression services within Fire District No. 1.
- Engine 3 crew shall monitor Wall Township Police radio dispatch and shall respond when Fire District No. 1 is dispatched and call in service to Fire District No. 1 officer or unit responding.
- This Agreement shall not supercede box alarms or extrications which shall be responded to
  by the Parties pursuant to existing agreements between the Parties.
- 4. At the scene, Board No. 3 personnel shall defer to Board No. 1 Chain of Command which follows the National Incident Management System (NIMS). In the event Board No. 1 has no incident commander, for whatever reason, Board No. 3 Lieutenant or Acting Lieutenant shall assume command until such time as a Board No. 1 officer arrives, at which time Board No. 1 shall assume command.
- 5. The term of this Agreement shall commence May 14, 2018, and shall continue until December 31, 2028 (the "Term") unless terminated sooner pursuant to the terms and conditions of Section 8 of this Agreement. Notwithstanding the foregoing, by resolutions of the governing bodies of both Parties, this Agreement may be extended for additional terms of three (3) years up to a total of nine (9) additional years.
- 6. The fee for services annually shall be as follows:

May 14, 2018 - December 31, 2018 - \$10,000.00 (To be paid \$5,000.00 quarterly)

January 1, 2019 - December 31, 2019 - \$20,000.00

January 1, 2020 - December 31, 2020 - \$23,000.00

January 1, 2021 - December 31, 2021 - \$26,000.00

January 1, 2022 - December 31, 2022 - \$30,000.00

January 1, 2023 - December 31, 2023 - \$33,000.00

January 1, 2024 - December 31, 2024 - \$36,000.00

January 1, 2025 - December 31, 2025 - \$38,000.00

January 1, 2026 - December 31, 2026 - \$40,000.00

January 1, 2027 - December 31, 2027 - \$42,000.00

January 1, 2028 - December 31, 2028 - \$44,000.00

The annual fee will be divided into four (4) quarterly installments due the first business day of each fiscal quarter.

- 7. Each party shall be responsible for liabilities arising out of the actions of their own personnel in the performance of fire protection and suppression. Board No. 1 agrees to hold Board No 3, its officers, employees and agents, harmless from any and all claims of whatever nature or type arising from the provision of the services by Board No. 3 to Board No. 1 and its residents pursuant to this Agreement. Board No. 3 shall likewise hold Board No. 1, its officers, employees and agents, harmless from any and all claims of whatever nature or type arising from the provision of the services contained in this Agreement. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person.
- 8. All property and equipment of the Parties to this Agreement owned by a respective party shall remain owned by that party.
- Board No. 3 shall be responsible for all personnel manning Engine 3 including, but not limited
  to, salary, benefits, Workers' Compensation insurance, liability insurance, taxes, training and
  other necessary and incidental factors attendant to their employment.
- 10. Board No. 1 shall not charge Board No. 3 for any water usage attendant to the services being provided as set forth herein.
- 11. This Agreement may be terminated at any time upon mutual agreement of the Parties, however, unless otherwise agreed to by the Parties, such termination shall not become effective for a maximum of six (6) months following the adoption of joint resolutions by both governing bodies authorizing the termination.

Either party may terminate this Agreement at any time and for any reason upon giving the other party one (1) year notice of its intent to terminate.

In the event either party defaults in the performance of any of its obligations under this Agreement, after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement and shall be entitled to all other remedies available at law, in equity or both. The non-defaulting party shall also be entitled to receive from the defaulting party all costs and expenses, including legal fees, as a result of such default.

In the event of a termination pursuant to any subsection of this Paragraph, the Parties shall take all steps necessary to ensure that the services are transitioned back to the respective party in a manner which does not jeopardize the health, welfare or safety of the residents of either party. In addition, all Parties shall be entitled to the return of all equipment and other personal property that was transferred or loaned pursuant to this Agreement.

- 12. Board No. 3 employees providing services under this Agreement shall be under the exclusive authority and control of Board No. 3. Conversely, Board No. 1 employees, if any, providing services under this Agreement shall be under the exclusive authority and control of Board No. 1. Both Parties shall only provide direction or instruction to the other party's employees through the operational designate of the respective party. Neither party shall discipline or reprimand any employee of the other party to this Agreement. All complaints, instructions, requests, including requests for information, or other lines of communication by either party shall be through the operational designate by the respective Parties.
  - The Parties agree to have their designated representatives meet at least quarterly to discuss the provision of services under this Agreement, the costs associated with same and any other matters concerning this Agreement.
- 13. The Parties recognize and acknowledge that, in the performance of the duties called for under this Agreement, certain confidential information of the other party may need to be shared or transmitted, including employment, operations and personnel records, as well as related data which is not otherwise publicly available ("Confidential Information"). Each party will treat as confidential all Confidential Information of the other party while implementing reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse or removal of the other party's Confidential Information, and will not use or disclose such Confidential Information unless it becomes generally known through no fault of the disclosing party, or unless such party is required by law or court order to disclose such Confidential Information.
- 14. This Agreement is not intended to be exclusive as between the Parties. Either party may, as it deems necessary or expedient, enter into separate Shared Service Agreements with other persons or agencies provided said Agreements do not obligate the other party.
- 15. This Agreement is specifically contingent upon the Parties receiving annual tax appropriations to fulfill their respective obligations under this Agreement. The Parties do, however, agree to budget for same annually.
- 16. Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

- 17. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by the operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.
- 18. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant or condition at any other time, nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.
- 19. This Agreement may not be changed orally and may be modified or amended only by a written agreement signed by both Parties. In consideration of unforeseen circumstances and in order to ensure proper and efficient delivery of services to the residents of District 3 and District 1, the delivery of services can be practically modified, as it pertains to day to day logistical operations, by mutual consent of the Parties or their managerial designees.
- 20. Upon the mutual agreement of the Parties, this Agreement may be expanded in the future in order to cover additional services not presently set forth in the Agreement. Such expansion will require the Parties to re-examine the terms and conditions of this Agreement at that time, and the adoption of a new Agreement, or an additional addendum to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its proper officers and its corporate seals to be hereto affixed, as of the day and year first above written.

WITNESS/ATTEST:

RALPH G. TANCREDI, SR., CLERK

WITNESS/ATTEST:

BOARD OF FIRE COMMISSIONERS FIRE DISTRICT NO. 3 TOWNSHIP OF WALL

PRESIDENT

BOARD OF FIRE COMMISSIONERS FIRE DISTRICT NO. 1 TOWNSHIP OF WALL

## LEASE AGREEMENT BETWEEN BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 1, TOWNSHIP OF WALL, AND WALL FIRE COMPANY NO. 1

THIS AGREEMENT, made this 19th day of November, 2018, by and between the Board of Fire Commissioners, Fire District No. 1, Township of Wall, County of Monmouth, State of New Jersey, located at 1511 18th Avenue, Wall, New Jersey, hereinafter referred to as the "Board", and Wall Fire Company No. 1, located at 1511 18th Avenue, Wall, New Jersey, hereinafter referred to as the "Company". Collectively, the Board and the Company shall be referred to as the "Parties". The within document shall be referred to as the "Lease" or "Agreement".

#### WITNESSETH:

The Board is a duly constituted public body created and organized pursuant to an in accordance with the provisions of N.J.S.A. 40A:14-70 et seq.; and

The Board has the power and duty to enter into an agreement to Lease in order to fulfill its mandated charge of fire prevention and the extinguishments of fires and the regulations of fire hazards within the District; and

The Company is a duly constituted non-profit corporation created and organized pursuant to and in accordance with the laws of the State of New Jersey and deriving therefrom the authority to own and lease real property; and

The Company is owner of the premises known as 1511 18th Avenue, Wall, New Jersey, more commonly known as Wall Fire Company No. 1 Fire House. The Board desires to lease from the Company and the Company desires to lease to the Board the above described premises.

NOW THEREFORE, in consideration of the mutual promises contained herein and upon the following conditions and covenants, the parties hereto agree as follows:

The Company does hereby lease to the Board and the Board does hereby rent from the Company, the following described premises: all truck bays, training room, restroom facilities, antennas, sirens, engineer room, Chief's office and Commissioners' office, if any, at the premises known as 1511 18th Avenue, Wall, New Jersey, more commonly known as Wall Fire Company No. 1 Fire House.

The term of the within Agreement shall be for five (5) years commencing on January 1, 2019, and ending on December 31, 2023, or as extended herein, to be used and occupied only and for no other purpose than for the storage of equipment, housing of fire fighting apparatus, training and education of fire fighters, public meetings, maintenance and repair of equipment, apparatus, elections and other necessary and related fire prevention, protection and suppression activities.

The Board shall pay the Company as and for consideration of rent for the duration of this Agreement the sum of forty thousand dollars (\$40,000.00) per annum unless modified as hereinafter set forth.

The Company understands and acknowledges that the Board is a public body and receives its funding from a local tax levy which is disbursed to said public body twice a year by the governing body of the Township. The Company agrees to accept rent in equal payments within ten (10) days from the date the Board of the Boards public monthly business meeting.

The Board shall pay and provide for all utilities servicing the leased premises, with the exception of the telephone service, for both voice communications and fire alarm monitoring, as well as separately metered natural gas service to the unleased portion of the premises.

The Board shall be responsible to make any and all exterior and interior maintenance and repairs for the subject leased premises. Any and all improvements as a result of the Board's obligation under this provision shall inure to the benefit of the Company upon the termination of the within Lease Agreement.

The Company shall be responsible for any and all structural and mechanical repairs to the premises. If repairs are not made within a reasonable time after notice by the Board and said repairs interfere with the intended use under this Agreement, the Board may make the repairs and deduct the cost of same from rent due to the Company.

The Company shall be responsible for removal of debris and snow from the parking areas and maintenance and repair of same.

The Company shall be permitted to conduct the Company's business at the leased premises provided same does not interfere with the Board's operation as a Fire District as intended under the terms and conditions set forth herein.

The Company shall obtain insurance for those independent activities of the Company, specifically, but not limited to, those activities wherein alcohol is served.

The Board shall obtain and maintain Public Liability insurance covering the Board and Company against injury to persons and property which may be sustained in or upon the premises which are the subject of this Lease, during the term of this Lease, in an amount and kind of at least that which is presently in effect. The Board shall provide general hazard and fire insurance on the subject premises in an amount which is presently in effect, naming the Company as an additional insured. Neither the Company nor the Board shall perform any act on the premises or make any use thereof which would make void or voidable any insurance on the premises or buildings thereon.

The Company shall reimburse the Board for insurance for the duration of this Agreement the sum of six thousand (\$6,000.00) per annum unless modified as hereinafter set forth. The Board agrees to accept reimbursement for insurance in equal payments of one thousand five hundred dollars (\$1,500.00) on a quarterly basis as follows: January, April, July and October.

The Board agrees to protect and hold harmless the Company from any and all claims, demands, damages and suits, including wrongful death, sustained or claimed or to have been sustained to any person or property in or upon the leased premises which are the subject of this Lease by any person whatsoever, including the Board, its employees, agents, representatives or invitees whether arising in law or in equity, out of or by virtue of the Lease, or the supplying of services contemplated under the Lease, or from the conduct or management of the operations conducted by the Board on the leased premises unless such loss is occasioned by the intentional or negligent actions of the Company, its agents or representatives while acting in a non fire service related capacity not sanctioned or authorized by the District.

It is further agreed that the Board shall not be permitted to assign the subject Lease Agreement or to sublet any portion of the premises.

It is further agreed between the Company and the Board that this Lease shall be automatically renewable from year to year unless either party notifies the other by written notice at least ninety (90) days prior to the expiration of the term that the Lease will not be renewed. Each renewal year shall be under the same terms and conditions as set forth herein subject to negotiation of the rental amount. Any amendment, change, modification or addition to the within Agreement shall be memorialized in writing and executed by all parties to be effective.

The Company shall not permit political activities at or on the premises during the term of the within Lease. Political activities shall be interpreted in their broadest sense.

No additions, changes or modifications to this Agreement shall be binding unless reduced to writing and signed by both parties.

The Board covenants and agrees to quit and surrender the premises at the expiration of the term hereof, in as good state and condition as the premises were at the commencement of the said term, wear from reasonable use thereof and damages by the elements excepted.

This Lease shall take precedence over all previous negotiations and no representations are considered as entering into this Lease other than those contained herein. This Lease contains the entire agreement between the parties.

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable, by a

Court of competent jurisdiction or by the operation of any applicable law it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

This Agreement is contingent upon the passage of the Board's annual budget and receipt of its tax appropriation designated for the within purpose.

This Agreement shall be governed pursuant to the laws of the State of New Jersey.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and successors and assigns, respectively.

The parties to this Agreement acknowledge that they enter into same with the requisite corporate authorization from the respective body.

IT WITNESS WHEREOF, the parties have executed this Lease on the day and year above written.

ATTEST:

WALL FIRE COMPANY NO. 1

KEVIN MILES, TRUSTEE

BY: DOUGLAS DAVENPORT, PRESIDENT

COMMISSIONERS OF FIRE DISTRICT NO. 1 TOWNSHIP OF WALL

NORMAN R. STELLING, CLERK

BY: WILLIAM DAVENPORT, PRESIDENT