

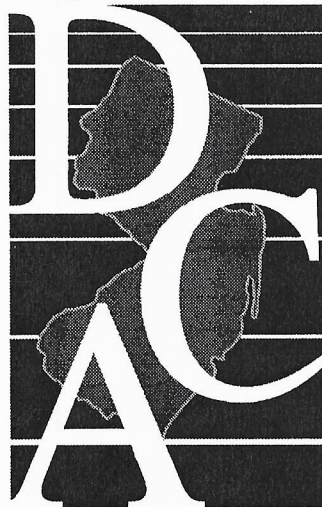
# 2020

## WALL TOWNSHIP NO. 1

# Fire District Budget

<http://www.wtfd1.com/>

Department Of



Community  
**Affairs**

Division of Local Government Services

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LOCAL GOVT SERVICES

# **2020 FIRE DISTRICT BUDGET**

## **Certification Section**



2020

**WALL TOWNSHIP NO. 1**

**FIRE DISTRICT BUDGET**


**FISCAL YEAR: January 1, 2020 to December 31, 2020**

**For Division Use Only**

**CERTIFICATION OF APPROVED BUDGET**

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

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

By:  Date: 1/10/20

**CERTIFICATION OF ADOPTED BUDGET**

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

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

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

# 2020 PREPARER'S CERTIFICATION

## WALL TOWNSHIP NO. 1

### FIRE DISTRICT BUDGET

**FISCAL YEAR:** January 1, 2020 to December 31, 2020

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

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

Preparer's Signature:			
Name:	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@MEBGCPA.COM		

# 2020 PREPARER'S CERTIFICATION OTHER ASSETS

## WALL TOWNSHIP NO. 1

### FIRE DISTRICT BUDGET

**FISCAL YEAR:** January 1, 2020 to December 31, 2020

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

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

Preparer's Signature:			
Name:	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@MEBGCPA.COM		

# 2020 APPROVAL CERTIFICATION

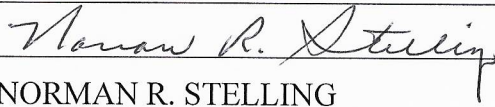
## WALL TOWNSHIP NO. 1

### FIRE DISTRICT BUDGET

**FISCAL YEAR:** January 1, 2020 to December 31, 2020

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 5th day of December, 2019.

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

Officer's Signature:			
Name:	NORMAN R. STELLING		
Title:	CLERK		
Address:	1612 ROUTE 71, PO BOX 53 BELMAR, NJ 07719		
Phone Number:	732-820-4854	Fax Number:	732-974-8055
E-mail address:	NSTELLING@WTFD1.COM		



# FIRE DISTRICT INTERNET WEBSITE CERTIFICATION

Fire District's Web Address:

<http://www.wtfd1.com/>

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

- ☒ A description of the Fire District's mission and responsibilities
- ☒ Commencing with 2013, the budgets for the current fiscal year and immediately two prior years
- 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.

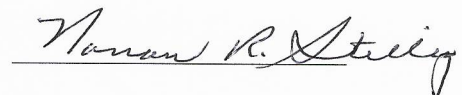
Name of Officer Certifying compliance

NORMAN R. STELLING

Title of Officer Certifying compliance

CLERK

Signature



# 2020 FIRE DISTRICT BUDGET RESOLUTION

## WALL TOWNSHIP NO. 1

**FISCAL YEAR: January 1, 2020 to December 31, 2020**

WHEREAS, the Annual Budget for the Wall Township Fire District No. 1 (the "Fire District") for the fiscal year beginning January 1, 2020 and ending December 31, 2020 has been presented before the Board of Commissioners of the Fire District at its open public meeting of 12/5/2019; 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 \$1,190,683, which includes an amount to be raised by taxation of \$662,000, and Total Appropriations of \$ 1,190,683; and

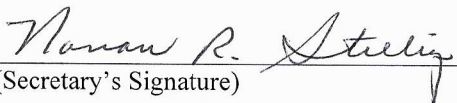
WHEREAS, the amount to be raised by taxation to support the district budget shall be the amount to be certified to the assessor of the municipality to be assessed against the taxable property in the district, pursuant to N.J.S.A. 40A:14-79. Such amount shall be equal to the amount of the total appropriations 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 12/5/2019 that the Annual Budget, including all related schedules, of the Fire District for the fiscal year beginning January 1, 2020 and ending December 31, 2020 is hereby approved; and

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

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Fire District will consider the Annual Budget for adoption on January 13, 2020 at 6:30 PM.

  
(Secretary's Signature)

12/5/2019  
(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

# 2020 ADOPTION CERTIFICATION

## WALL TOWNSHIP NO. 1 FIRE DISTRICT BUDGET

**FISCAL YEAR:** January 1, 2020 to December 31, 2020

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 13<sup>th</sup> day of January, 2020.

Officer's Signature:			
Name:	NORMAN R. STELLING		
Title:	CLERK		
Address:	1612 ROUTE 71, PO BOX 53 BELMAR, NJ 07719		
Phone Number:	732-820-4854	Fax Number:	732-974-8055
E-mail address:	NSTELLING@WTFD1.COM		



# 2020 ADOPTED BUDGET RESOLUTION

## WALL TOWNSHIP NO. 1

**FISCAL YEAR: January 1, 2020 to December 31, 2020**

WHEREAS, the Annual Budget for the Wall Township Fire District No. 1 (the "Fire District") for the fiscal year beginning January 1, 2020 and ending December 31, 2020, has been presented for adoption before the Board of Commissioners of the Fire District at its open public meeting of 1/13/2020; 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 \$ 1,190,683, which includes amount to be raised by taxation of \$ 662,000, and Total Appropriations of \$ 1,190,683; and

WHEREAS, an election shall be held annually on the third Saturday of February (only if required) 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 1/13/2020 that the Annual Budget of the Fire District for the fiscal year beginning January 1, 2020 and ending December 31, 2020, 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 \$ 1,190,683, which includes amount to be raised by taxation of \$ 662,000, and Total Appropriations of \$ 1,190,683; 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 (only if required) 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.

\_\_\_\_\_  
(Secretary's Signature)

January 13, 2020  
(Date)

### Board of Commissioners Recorded Vote

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



# **2020 FIRE DISTRICT BUDGET**

## **Narrative and Information Section**

# **2020 FIRE DISTRICT BUDGET MESSAGE & ANALYSIS**

## **WALL TOWNSHIP NO. 1**

**FISCAL YEAR: January 1, 2020 to December 31, 2020**

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

1. When is the Fire District's annual election? (February and/or November) If November, was the resolution submitted to the Division?

**February**

2. Complete a brief statement on the 2020 proposed Annual Budget and make comparison to the 2019 adopted budget.

**Total budgeted appropriations will increase \$122,125 or 11.4%. Capital appropriations will increase \$80,000.**

3. Explain any variances over +/-10% for each line item. Attach any supporting documentation that will help to explain the reason for the increase/decrease in the budgeted line item.

**-Salaries and wages have increased \$25,950 or 19.5% from 2019. These increases are the results of entering into shared service agreements for a qualified purchasing agent, payroll/benefits and pension and procurement related services. The fees for providing these services has increased \$29,408.**

**-Fringe benefits have decreased \$10,936 from 2019 or 34.7%. Fringe benefits for 2019 included an estimate of \$16,935 for delayed enrollment in PERS.**

**-Shared services – Fire suppression/District No. 3 has increased \$3,000 per the agreement.**

**-The Length of Service Award Program has been increased by \$2,000 or 10%. This is to cover the anticipated qualifying volunteers and increased contribution rate.**

**-Professional fees have increased \$7,000 of 16.3% primarily due to fee increases.**

**-Capital projects have increased \$80,000 or 69.6% as detailed on page F-5. \$45,000 of restricted fund balance will be utilized towards these projects.**

4. Complete a brief statement on the impact the proposed Annual Budget will have on the Amount to be Raised by Taxation, the use of the Restricted and Unrestricted Fund Balance(s) and how they are complying with the Property Tax Levy Cap. 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 \$50,000. Restricted fund balance of \$45,000 will be utilized in 2020. In 2019, \$9,800 of unrestricted fund balance was utilized. The District is in compliance with the property tax levy cap.**

5. Does the Fire District plan on exceeding the Levy Cap? If so, please provide a statement with the 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.

N/A

6. If the Fire District plans to pass a Resolution for the Release of Restricted Fund Balance to be used in the 2020 proposed operating budget, explain the reason and purposes of the appropriation.

N/A

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

**Capital appropriations for 2020 are \$195,000. Projects include: facility repairs/upgrades, \$20,000, communications upgrades, \$10,000, gear, \$10,000, command vehicles/upfits, \$115,000, rescue tools and related equipment, \$10,000, and a turnout gear laundry system, \$30,000. Debt service will remain the same.**

8. 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

9. 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

10. 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	\$ 841,212,800
Proposed Tax Rate per \$100 of Assessed Valuation	\$ .079

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

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

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

# FIRE DISTRICT CONTACT INFORMATION

## 2020

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

<b>Name of Fire District:</b>	WALL TOWNSHIP NO. 1		
Address:	1612 ROUTE 71 PO BOX 53		
City, State, Zip:	BELMAR	NJ	07719
Phone: (ext.)	732-820-4854	Fax:	732-974-8055
Fire District E-mail:	<a href="mailto:COMMISSIONER@WTFD1.COM">COMMISSIONER@WTFD1.COM</a>		

<b>Preparer's Name:</b>	ROBERT D. ELLIOTT		
Preparer's Address:	8 EXECUTIVE DRIVE, SUITE 1		
City, State, Zip:	TOMS RIVER	NJ	08723
Phone: (ext.)	732-363-6500	Fax:	732-363-0675
E-mail:	<a href="mailto:RDELLIOTT@MEBGCPA.COM">RDELLIOTT@MEBGCPA.COM</a>		

<b>Chairman:</b>	WILLIAM R. DAVENPORT, SR.		
Phone: (ext.)	732-820-4854	Fax:	732-974-8055
E-mail:	<a href="mailto:COMMISSIONER@WTFD1.COM">COMMISSIONER@WTFD1.COM</a>		

<b>Secretary/Treasurer:</b>	NORMAN R. STELLING / EDWARD H. MILES, SR.		
Phone: (ext.)	732-820-4854	Fax:	732-974-8055
E-mail:	<a href="mailto:NSTELLING@WTFD1.COM">NSTELLING@WTFD1.COM</a> / <a href="mailto:COMMISSIONER@WTFD1.COM">COMMISSIONER@WTFD1.COM</a>		

<b>Name of Auditor:</b>	ROBERT D. ELLIOTT		
Name of Firm:	MOHEL ELLIOTT BAUER & GASS		
Address:	8 EXECUTIVE DRIVE, SUITE 1		
City, State, Zip:	TOMS RIVER	NJ	08755
Phone: (ext.)	732-363-6500	Fax:	732-363-0675
E-mail:	<a href="mailto:RDELLIOTT@MEBGCPA.COM">RDELLIOTT@MEBGCPA.COM</a>		



# FIRE DISTRICT INFORMATIONAL QUESTIONNAIRE

## WALL TOWNSHIP NO. 1

**FISCAL YEAR:     January 1, 2020 to December 31, 2020**

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

**FISCAL YEAR: January 1, 2020 to December 31, 2020**

- 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  
13C. 15  
13D. Fixed  
13E. \$22,000  
13F. Yes

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

**FISCAL YEAR: January 1, 2020 to December 31, 2020**

*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 former commissioners and officers who received more than \$10,000 in reportable compensation from the Fire District and any other public entities during the most recent fiscal year completed.

**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 2018.

**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 COUNTY

Reportable Compensation from Fire District (W-2/ 1099)																
Position			Reportable Compensation from Fire District (W-2/ 1099)					Reportable Compensation from Fire District (W-2/ 1099)				Reportable Compensation from Fire District (W-2/ 1099)				
Name	Title	Average Hours per Week Dedicated to Position	Commissioner	Former Officer	Reportable Compensation from Fire District (W-2/ 1099)			Reportable Compensation from Fire District (W-2/ 1099)			Reportable Compensation from Fire District (W-2/ 1099)			Reportable Compensation from Fire District (W-2/ 1099)		
					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	Positions held at Other Public Entities Listed in Column N	Average Hours per Week Dedicated to Positions at Other Public Entities Listed in Column N	Reportable Compensation from Other Public Entities (W-2/ 1099)	Estimated amount of other compensation from Other Public Entities (health benefits, pension, payment in lieu of health benefits, etc.)	Total Compensation All Public Entities	
1 WILLIAM R. DAVENPORT, SR.	PRESIDENT	8 X			\$ 1,650	\$	235	\$	1,885						\$	1,885
2 ROBERT D. HENDRICKSON, SR.	VP	5 X			1,000		143		1,143							1,143
3 NORMAN R. STELLING	CLERK	8 X			1,775		254		2,029							2,029
4 EDWARD H. MILES	TREASURER	6 X			1,575		225		1,800							1,800
5 ROY H. CURTIS	COMMISSIONER	5 X			1,000		143		1,143	BORO OF SEA GIRT	ADMIN ASST	40	43,916	29,565		74,624
6									-							-
7									-							-
8									-							-
9									-							-
10									-							-
11									-							-
12									-							-
13									-							-
14									-							-
15									-							-
Total:					\$ 7,000	\$ -	\$ 1,000	\$ -	\$ 8,000	\$	43,916	\$	29,565	\$	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: N/A



# Schedule of Health Benefits - Detailed Cost Analysis

WALL TOWNSHIP FIRE DISTRICT NO. 1  
MONMOUTH COUNTY

	# of Covered Members (Medical & Rx) Proposed Budget		Annual Cost Estimate per Employee Proposed Budget		Total Cost Estimate Proposed Budget		# of Covered Members (Medical & Rx) Current Year		Annual Cost per Employee Current Year		Total Current Year Cost		\$ Increase (Decrease)		% Increase (Decrease)	
<b>Active Employees - Health Benefits - Annual Cost</b>																
Single Coverage						\$					\$					#DIV/0!
Parent & Child	1		20,500		20,500			1							20,500	#DIV/0!
Employee & Spouse (or Partner)	1		23,500		23,500			1							23,500	#DIV/0!
Family					-										-	#DIV/0!
Employee Cost Sharing Contribution (enter as negative - )					(7,300)										(7,300)	#DIV/0!
Subtotal	2				36,700			2							36,700	#DIV/0!
<b>Commissioners - Health Benefits - Annual Cost</b>																
Single Coverage																#DIV/0!
Parent & Child					-										-	#DIV/0!
Employee & Spouse (or Partner)					-										-	#DIV/0!
Family					-										-	#DIV/0!
Employee Cost Sharing Contribution (enter as negative - )															-	#DIV/0!
Subtotal	0							0							-	#DIV/0!
<b>Retirees - Health Benefits - Annual Cost</b>																
Single Coverage																
Parent & Child															-	#DIV/0!
Employee & Spouse (or Partner)															-	#DIV/0!
Family															-	#DIV/0!
Employee Cost Sharing Contribution (enter as negative - )															-	#DIV/0!
Subtotal	0							0							-	#DIV/0!
<b>GRAND TOTAL</b>																
	2				\$	36,700		2			\$				36,700	#DIV/0!

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

No  
No

# Schedule of Accumulated Liability for Compensated Absences

WALL TOWNSHIP FIRE DISTRICT NO. 1  
MONMOUTH COUNTY

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

Individuals Eligible for Benefit	Gross Days of Accumulated Compensated Absences at January 1, 2020	Dollar Value of Accrued Compensated Absence Liability	Legal Basis for Benefit (check applicable items)			
			Approved Labor Agreement	Resolution	Individual Employment Agreement	
W, NEWBERRY	28	\$ 7,500				
J. RIZZITELLO	89	7,500				
E. HENDERSON	69	7,500				
K. NASTI	14	1,740				
Total liability for accumulated compensated absences at January 1, 2019		\$ 24,240				



**Instructions:**

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

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

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

Name of Fire District:

**WALL TOWNSHIP FIRE DISTRICT NO. 1**

County:

**MONMOUTH COUNTY**

**Levy Cap Calculation Summary**

2019 Adopted Budget - Amount to be Raised by Taxation	\$ 612,000
Cap Bank Available from 2017 (See Levy Cap Certification)	26,657
Cap Bank Available from 2018 (See Levy Cap Certification)	
Cap Bank Available from 2019 (See Levy Cap Certification)	7,255
Cap Bank Used from 2017	
Cap Bank Used from 2018	
Cap Bank Used from 2019	
Changes in Service Provider (+/-)	
DLGS Approved Adjustments	
Cancelled or Unexpended Referendum Amount (Enter as a positive number)	
Assessed Valuation of District for adopted budget	823,508,500
New Ratables - Increase in Valuations (New Construction and Additions)	17,704,300
Adopted Fire District Tax Rate (three decimals) per \$100	\$0.075
Projected Tax Rate based upon Proposed Levy	0.078695902

## 2020 Budget Summary

### WALL TOWNSHIP FIRE DISTRICT NO. 1 MONMOUTH COUNTY

	<i>2020 Proposed Budget</i>	<i>2019 Adopted Budget</i>	<i>\$ Increase (Decrease) Proposed vs. Adopted</i>	<i>% Increase (Decrease) Proposed vs. Adopted</i>
<b>REVENUES AND FUND BALANCE UTILIZED</b>				
Total Fund Balance Utilized	\$ 45,000	\$ 9,800	\$ 35,200	359.2%
Total Miscellaneous Anticipated Revenues	58,808	29,400	29,408	100.0%
Total Sale of Assets	-	-	-	#DIV/0!
Total Interest on Investments & Deposits	1,875	1,058	817	77.2%
Total Other Revenue	41,000	41,000	-	0.0%
Total Operating Grant Revenue	-	-	-	#DIV/0!
Total Revenues Offset with Appropriations	<u>382,000</u>	<u>375,300</u>	<u>6,700</u>	1.8%
Total Revenues and Fund Balance Utilized	528,683	456,558	72,125	15.8%
Amount to be Raised by Taxation to Support Budget	<u>662,000</u>	<u>612,000</u>	<u>50,000</u>	8.2%
Total Anticipated Revenues	<u>1,190,683</u>	<u>1,068,558</u>	<u>122,125</u>	11.4%
<b>APPROPRIATIONS</b>				
Total Administration	242,747	220,233	22,514	10.2%
Total Cost of Operations & Maintenance	269,700	258,789	10,911	4.2%
Total Appropriations Offset with Revenue (must equal Revenues Offset with Appropriations)	382,000	375,300	6,700	1.8%
Total Appropriated for Duly Incorporated First Aid/Rescue Squad	-	-	-	#DIV/0!
Total Deferred Charges	-	-	-	#DIV/0!
Cash Deficit, Preceding Year (N.J.S.A. 40A:14-78.6)	-	-	-	#DIV/0!
Length of Service Award Program (LOSAP) Contribution (P.L.1997,c.388)	22,000	20,000	2,000	10.0%
Total Capital Appropriations	195,000	115,000	80,000	69.6%
Total Principal Payments on Debt Service	70,654	69,052	1,602	2.3%
Total Interest Payments on Debt	<u>8,582</u>	<u>10,184</u>	<u>(1,602)</u>	-15.7%
Total Appropriations	<u>1,190,683</u>	<u>1,068,558</u>	<u>122,125</u>	11.4%
<b>ANTICIPATED SURPLUS (DEFICIT)</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	#DIV/0!

## 2020 Revenue Schedule

### WALL TOWNSHIP FIRE DISTRICT NO. 1 MONMOUTH COUNTY

	2020 Proposed Budget	2019 Adopted Budget	\$ Increase (Decrease) Proposed vs. Adopted	% Increase (Decrease) Proposed vs. Adopted
<i>Fund Balance Utilized</i>				
Unrestricted Fund Balance	\$ -	\$ 9,800	\$ (9,800)	-100.0%
Restricted Fund Balance	45,000		45,000	#DIV/0!
Total Fund Balance Utilized	45,000	9,800	35,200	359.2%
<i>Miscellaneous Anticipated Revenues</i>				
Shared Services (N.J.S.A. 40A:65-1 et seq.)	58,808	29,400	29,408	100.0%
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/0!
Municipal Assistance - Adjoin (N.J.S.A. 40A:14-35)			-	#DIV/0!
Contracts - Volunteer Fire Co (N.J.S.A. 40A:14-68)			-	#DIV/0!
Leases - Local Municipality (N.J.S.A. 40A:14-83)			-	#DIV/0!
Rental Income			-	#DIV/0!
Total Miscellaneous Anticipated Revenues	58,808	29,400	29,408	100.0%
<i>Sale of Assets (List Individually)</i>				
Asset #1			-	#DIV/0!
Asset #2			-	#DIV/0!
Asset #3			-	#DIV/0!
Asset #4			-	#DIV/0!
Total Sale of Assets	-	-	-	#DIV/0!
<i>Interest on Investments &amp; Deposits (List Accounts Separately)</i>				
INVESTOR SAVINGS	1,875	1,058	817	77.2%
Investment Account #2			-	#DIV/0!
Investment Account #3			-	#DIV/0!
Investment Account #4			-	#DIV/0!
Total Interest on Investments & Deposits	1,875	1,058	817	77.2%
<i>Other Revenue (List in Detail)</i>				
FIRE OFFICIAL REIMBURSEMENT	15,000	15,000	-	0.0%
HR/ADMINISTRATION REIMBURSEMENT	10,000	10,000	-	0.0%
OTHER REIMBURSEMENTS	16,000	16,000	-	0.0%
Other Revenue #4			-	#DIV/0!
Total Other Revenue	41,000	41,000	-	0.0%
<i>Operating Grant Revenue (List in Detail)</i>				
Supplemental Fire Service Act (P.L.1985,c.295)			-	#DIV/0!
Other Grant #1			-	#DIV/0!
Other Grant #2			-	#DIV/0!
Other Grant #3			-	#DIV/0!
Other Grant #4			-	#DIV/0!
Other Grant #5			-	#DIV/0!
Total Operating Grant Revenue	-	-	-	#DIV/0!
<i>Revenues Offset with Appropriations</i>				
<u>Uniform Fire Safety Act (P.L.1983,c.383)</u>				
Reserves Utilized			-	#DIV/0!
Annual Registration Fees	360,000	353,300	6,700	1.9%
Penalties and Fines			-	#DIV/0!
Other Revenues	22,000	22,000	-	0.0%
Total Uniform Fire Safety Act	382,000	375,300	6,700	1.8%
<u>Other Revenues Offset with Appropriations (List)</u>				
Other Offset Revenues #1			-	#DIV/0!
Other Offset Revenues #2			-	#DIV/0!
Other Offset Revenues #3			-	#DIV/0!
Other Offset Revenues #4			-	#DIV/0!
Total Other Revenues Offset with Appropriations	-	-	-	#DIV/0!
Total Revenues Offset with Appropriations	382,000	375,300	6,700	1.8%
<b>TOTAL REVENUES AND FUND BALANCE UTILIZED</b>	<b>\$ 528,683</b>	<b>\$ 456,558</b>	<b>\$ 72,125</b>	<b>15.8%</b>



# 2020 Appropriations Schedule

## WALL TOWNSHIP FIRE DISTRICT NO. 1 MONMOUTH COUNTY

	2020 Proposed Budget	2019 Adopted Budget	\$ Increase (Decrease) Proposed vs. Adopted	% Increase (Decrease) Proposed vs. Adopted
<i>Administration - Personnel</i>				
Salary & Wages (excluding Commissioners)	\$ 158,700	\$ 132,750	\$ 25,950	19.5%
Commissioners	\$ 8,000	\$ 8,000	-	0.0%
Fringe Benefits	20,547	31,483	(10,936)	-34.7%
Total Administration - Personnel	187,247	172,233	15,014	8.7%
<i>Administration - Other (List)</i>				
SEE SCHEDULE ATTACHED	55,500	48,000	7,500	15.6%
Other Admin Expense #2			-	#DIV/0!
Other Admin Expense #3			-	#DIV/0!
Contingent Expenses			-	#DIV/0!
Other Assets, Non-Bondable #1			-	#DIV/0!
Other Assets, Non-Bondable #2			-	#DIV/0!
Other Assets, Non-Bondable #3			-	#DIV/0!
Total Administration - Other	55,500	48,000	7,500	15.6%
Total Administration	242,747	220,233	22,514	10.2%
<i>Cost of Operations &amp; Maintenance - Personnel</i>				
Salary & Wages	-	-	-	#DIV/0!
Fringe Benefits	24,000	24,000	-	0.0%
Total Operations & Maintenance - Personnel	24,000	24,000	-	0.0%
<i>Cost of Operations &amp; Maintenance - Other (List)</i>				
SEE SCHEDULE ATTACHED	205,700	198,789	6,911	3.5%
SHARED SERVICES-FIRE SUPPRESSION/DISTRICT NO. 3	23,000	20,000	3,000	15.0%
Other Operations & Maintenance Expense #3			-	#DIV/0!
Contingent Expenses			-	#DIV/0!
FIRE EQUIPMENT-NON BONDABLE	17,000	16,000	1,000	6.3%
Other Assets, Non-Bondable #2			-	#DIV/0!
Other Assets, Non-Bondable #3			-	#DIV/0!
Total Operations & Maintenance - Other	245,700	234,789	10,911	4.6%
Total Operations & Maintenance	269,700	258,789	10,911	4.2%
<i>Appropriations Offset with Revenue - Personnel</i>				
Salary & Wages	232,500	226,000	6,500	2.9%
Fringe Benefits	86,500	86,300	200	0.2%
Total Appropriations Offset with Revenue - Personnel	319,000	312,300	6,700	2.1%
<i>Appropriations Offset with Revenue - Other (List)</i>				
UFSA-SEE SCHEDULE ATTACHED	38,000	38,000	-	0.0%
FIRE OFFICIAL REIMBURSEMENT - DISTRICT NO. 1	15,000	15,000	-	0.0%
HR/ADMINISTRATION REIMBURSEMENT-DISTRICT NO. 1	10,000	10,000	-	0.0%
Contingent Expenses			-	#DIV/0!
Other Assets, Non-Bondable #1			-	#DIV/0!
Other Assets, Non-Bondable #2			-	#DIV/0!
Other Assets, Non-Bondable #3			-	#DIV/0!
Total Appropriations Offset with Revenue - Other	63,000	63,000	-	0.0%
Total Appropriations Offset with Revenue	382,000	375,300	6,700	1.8%
<i>Duly Incorporated First Aid/Rescue Squad Associations</i>				
Vehicles			-	#DIV/0!
Equipment			-	#DIV/0!
Materials & Supplies			-	#DIV/0!
Total Duly Incorporated First Aid/Rescue Squad Associations	-	-	-	#DIV/0!
<i>Emergency Appropriations &amp; Deferred Charges (List)</i>				
Emergency Appropriation #1			-	#DIV/0!
Emergency Appropriation #2			-	#DIV/0!
Emergency Appropriation #3			-	#DIV/0!
Deferred Charge #1 (cite statute)			-	#DIV/0!
Deferred Charge #2 (cite statute)			-	#DIV/0!
Declared State of Emergency (N.J.S.A. 40A:4-45.45 10b)			-	#DIV/0!
Total Deferred Charges	-	-	-	#DIV/0!
Cash Deficit, Preceding Year (N.J.S.A. 40A:14-78.6)			-	#DIV/0!
Length of Service Award Program (LOSAP) Contribution (N.J.S.A. 40A:14-78.6)	22,000	20,000	2,000	10.0%
Total Capital Appropriations	195,000	115,000	80,000	69.6%
Total Principal Payments on Debt Service	70,654	69,052	1,602	2.3%
Total Interest Payments on Debt	8,582	10,184	(1,602)	-15.7%
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 1,190,683</b>	<b>\$ 1,068,558</b>	<b>\$ 122,125</b>	<b>11.4%</b>

WALL TOWNSHIP FIRE DISTRICT NO. 1  
2020 FIRE DISTRICT BUDGET  
ADDITIONAL SCHEDULE (1 of 2)

	2020 PROPOSED BUDGET	2019 FINAL BUDGET
ADMINISTRATION OPERATING EXPENSES		
ADVERTISING	1,300	1,200
PROFESSIONAL FEES	50,000	43,000
ELECTION	1,500	1,300
OFFICE EXPENSES	2,700	2,500
	<u>55,500</u>	<u>48,000</u>
COST OF OPERATIONS - OPERATING		
RENT	41,000	41,000
UTILITIES	18,000	18,000
REPAIRS AND MAINTENANCE	27,000	26,000
INSURANCE	41,000	41,000
TRAINING	4,000	4,000
MEDICAL	750	750
MATERIALS AND SUPPLIES	3,900	3,589
ADMINISTRATORS VEHICLE, UNIFORM AND TRAINING	6,000	3,500
CERTIFICATION AND TESTING	7,500	7,500
TRUCK FUEL	9,000	9,000
RADIO REPAIR	1,100	1,100
OTHER EXPENSES	550	550
MAINTENANCE & REPAIRS BUILDING	18,500	18,500
SUBSCRIPTIONS (E-DISPATCH, FH)	10,500	9,800
BUREAU OF FIRE PREVENTION	10,000	10,000
UNIFORMS	2,000	
RECRUITMENT/RETENTION & MATERIALS	4,900	4,500
	<u>205,700</u>	<u>198,789</u>
UFSA OTHER EXPENSES		
INSURANCE	7,000	7,000
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	3,500
UNIFORMS	1,000	1,000
SUBSCRIPTIONS	2,000	2,000
TELEPHONE/FAX	4,000	4,000
VEHICLE REIMBURSEMENT-DISTRICT NO. 1	5,000	5,000
POSTAGE	2,000	2,000
	<u>38,000</u>	<u>38,000</u>

WALL TOWNSHIP FIRE DISTRICT NO. 1  
2020 FIRE DISTRICT BUDGET  
EQUIPMENT LIST  
ADDITIONAL SCHEDULE (2 OF 2)

FIRE SUPPRESSION EQUIPMENT	\$ <u>17,000</u>
	\$ <u><u>17,000</u></u>



# 2020 Schedule of Salaries and Benefits

WALL TOWNSHIP FIRE DISTRICT NO. 1  
MONMOUTH COUNTY

Administrative Positions Excluding Commissioners (List Individually)	Number of Staff	Annual Wages	2020 Proposed Budget Salary & Wages	PERS Contribution	PERS Contribution	Employee Group Health Insurance	Other Fringe Benefits	2020 Proposed Budget Fringe Benefits
DIRECTOR OF FIRE SERVICES	1	\$ 100,000	\$ 100,000	\$ 1,913			\$ 11,600	\$ 13,513
ADMINISTRATIVE ASSISTANT	1	36,000	36,000	1,418			3,573	4,991
OPA STIPEND	1	10,200	10,200				918	918
OFFICE ASSISTANT	1	9,500	9,500				855	855
INTERN	1	3,000	3,000				270	270
Position #6								
Position #7								
Position #8								
Total Administration			\$ 158,700	\$ 3,331	\$ -	\$ -	\$ 17,216	\$ 20,547

Operation & Maintenance Positions (List Individually)	Number of Staff	Annual Wages	2020 Proposed Budget Salary & Wages	PERS Contribution	PERS Contribution	Employee Group Health Insurance	Other Fringe Benefits	2020 Proposed Budget Fringe Benefits
VOLUNTEER FIREMEN (WORKERS COMP)	25						\$ 18,000	\$ 18,000
VOLUNTEER FIREMEN (ACCIDENT & SICKNESS)	25						6,000	6,000
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			\$ -	\$ -	\$ -	\$ -	\$ 24,000	\$ 24,000

Salary Offset by Revenue Positions (List Individually)	Number of Staff	Annual Wages	2020 Proposed Budget Salary & Wages	PERS Contribution	PERS Contribution	Employee Group Health Insurance	Other Fringe Benefits	2020 Proposed Budget Fringe Benefits
DEPUTY FIRE MARSHAL	1	\$ 77,400	\$ 77,400	\$ 9,794			\$ 9,526	\$ 19,320
SUPERVISING INVESTIGATOR	1	74,700	74,700	9,127		17,400	6,723	33,250
BUREAU COORDINATOR	1	34,400	34,400	4,198		19,300	3,096	26,594
INSPECTOR	1	25,600	25,600	3,197			2,303	5,500
PART TIME INSPECTOR	1	20,400	20,400				1,836	1,836
Position #6								
Position #7								
Position #8								
Total Offset by Revenue			\$ 232,500	\$ 26,316	\$ -	\$ 36,700	\$ 23,484	\$ 86,500
Total Administration, Operations & Offset by Revenue			\$ 391,200	\$ 29,647	\$ -	\$ 36,700	\$ 64,700	\$ 131,047

# 2020 Proposed Capital Budget

WALL TOWNSHIP FIRE DISTRICT NO. 1  
MONMOUTH COUNTY

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

List Project Separately	Asset Type	Time of General Election February or November	Date of Approval	Affirmative Vote Percentage	2020 Proposed		2019 Adopted	
					Budget		Budget	
FACILITY REPAIRS/UPGRADES	BLDG IMP	FEBRUARY	12/02/19	100%	\$	20,000	\$	60,000
COMMUNICATIONS UPGRADES	EQUIPMENT	FEBRUARY	12/02/19	100%		10,000		10,000
GEAR	EQUIPMENT	FEBRUARY	12/02/19	100%		10,000		10,000
COMMAND VEHICLES/UPFITS	VEHICLE	FEBRUARY	02/16/19	82%		115,000		35,000
RESCUE TOOLS & RELATED EQUIPMENT	EQUIPMENT	FEBRUARY	12/02/19	100%		10,000		
TURNOUT GEAR LAUNDRY SYSTEM	EQUIPMENT	FEBRUARY	12/02/19	100%		30,000		
Capital Improvement #7								
Total Capital Improvements						195,000		115,000

## DOWN PAYMENTS/CAPITAL FINANCED IMPROVEMENTS (N.J.S.A. 40A:14-85)

List Project Separately	Asset Type	Date of Local Finance Board Approval	Date of Voter Approval	Affirmative Vote Percentage	2020 Proposed		2019 Adopted	
					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 & Down Payments

## RESERVE FOR FUTURE CAPITAL OUTLAYS

## TOTAL CAPITAL APPROPRIATIONS

		195,000		115,000
\$	195,000	\$	115,000	

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

\$	45,000			



# Debt Service Schedule - Principal

WALL TOWNSHIP FIRE DISTRICT NO. 1  
MONMOUTH COUNTY

	Date of Voter Approval	% of Voter Approval	Date of Local Finance Board Approval	Current Year (2019)	2020	2021	2022	2023	2024	2025	Thereafter	Total Principal Outstanding
<i>General Obligation Bonds</i>												
General Obligation Bond #1												\$ -
General Obligation Bond #2												-
General Obligation Bond #3												-
General Obligation Bond #4												-
Total Principal - General Obligation Bonds				-	-	-	-	-	-	-	-	-
<i>Bond Anticipation Notes</i>												
BAN #1												-
BAN #2												-
BAN #3												-
BAN #4												-
Total Principal - BANS				-	-	-	-	-	-	-	-	-
<i>Capital Leases</i>												
SEAGRAVE MARUDER PUMPER	02/16/13	96%	12/10/14	69,052	70,654	72,292	73,969	75,685	77,440	-	-	370,040
Capital Lease #2												-
Capital Lease #3												-
Capital Lease #4												-
Total Principal - Capital Leases				69,052	70,654	72,292	73,969	75,685	77,440	-	-	370,040
<i>Intergovernmental Loans</i>												
Intergovernmental #1												-
Intergovernmental #2												-
Intergovernmental #3												-
Intergovernmental #4												-
Total Principal - Intergovernmental Loans				-	-	-	-	-	-	-	-	-
<i>Other Bonds or Notes Payable</i>												
Other Bonds or Notes #1												-
Other Bonds or Notes #2												-
Other Bonds or Notes #3												-
Other Bonds or Notes #4												-
Total Principal - Other Bonds or Notes				-	-	-	-	-	-	-	-	-
<b>TOTAL PRINCIPAL ALL OBLIGATIONS</b>				\$ 69,052	\$ 70,654	\$ 72,292	\$ 73,969	\$ 75,685	\$ 77,440	\$ -	\$ -	\$ 370,040

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 COUNTY

	Current Year (2019)	2020	2021	2022	2023	2024	2025	Thereafter	Total Interest Payments Outstanding
<i>General Obligation Bonds</i>									
General Obligation Bond #1									\$
General Obligation Bond #2									-
General Obligation Bond #3									-
General Obligation Bond #4									-
Total Interest - General Obligation Bonds	-	-	-	-	-	-	-	-	-
<i>Bond Anticipation Notes</i>									
BAN #1									-
BAN #2									-
BAN #3									-
BAN #4									-
Total Interest Payments - BANS	-	-	-	-	-	-	-	-	-
<i>Capital Leases</i>									
SEAGRAVE MARUDER PUMPER	10,184	8,582	6,944	5,267	3,551	1,796			26,140
Capital Lease #2									-
Capital Lease #3									-
Capital Lease #4									-
Total Interest Payments - Capital Leases	10,184	8,582	6,944	5,267	3,551	1,796			26,140
<i>Intergovernmental Loans</i>									
Intergovernmental #1									-
Intergovernmental #2									-
Intergovernmental #3									-
Intergovernmental #4									-
Total Interest Payments - Intergovernmental	-	-	-	-	-	-	-	-	-
<i>Other Bonds or Notes Payable</i>									
Other Bonds or Notes #1									-
Other Bonds or Notes #2									-
Other Bonds or Notes #3									-
Other Bonds or Notes #4									-
Total Interest Payments - Other Bonds or Notes	-	-	-	-	-	-	-	-	-
<b>TOTAL INTEREST ALL OBLIGATIONS</b>	<b>\$ 10,184</b>	<b>\$ 8,582</b>	<b>\$ 6,944</b>	<b>\$ 5,267</b>	<b>\$ 3,551</b>	<b>\$ 1,796</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 26,140</b>

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

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

# 2020 Fund Balance Reconciliation

## WALL TOWNSHIP FIRE DISTRICT NO. 1 MONMOUTH COUNTY

### UNRESTRICTED FUND BALANCE

Beginning balance January 1, 2019 (1)	\$ 208,669
Less: Utilized in 2019 Adopted Budget	9,800
Proposed balance available	<u>198,869</u>
Estimated results of operations for the year ending December 31, 2019	
Anticipated balance December 31, 2019	<u>198,869</u>
Less: Fund Balance utilized in 2020 Proposed Budget	
Plus: Accrued Unfunded Pension Liability (1)	
Plus: Accrued Unfunded Other Post-Employment Benefit Liability (1)	
Proposed balance after utilization in 2020 Proposed Budget	<u><u>\$ 198,869</u></u>

### RESTRICTED FUND BALANCE

Beginning balance January 1, 2019 (1)	\$ 69,006
Less: Utilized in 2019 Adopted Budget	-
Proposed balance available	<u>69,006</u>
Estimated results of operations for the year ending December 31, 2019	115,000
Anticipated balance December 31, 2019	<u>184,006</u>
Less: Restricted Fund Balance used in 2020 Proposed Budget for Capital Purposes	45,000
Less: Restricted Fund Balance released via Referendum Resolution	-
Proposed balance after utilization in 2020 Proposed Budget	<u><u>\$ 139,006</u></u>

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

## 2020 Referendums

### WALL TOWNSHIP FIRE DISTRICT NO. 1 MONMOUTH COUNTY

Summary of Referendum Line Items	2020 Proposed Budget Amount Requested	2019 Final Budget
<b>Total Referendum Line Items</b>	\$ -	\$ -

Tax Levy Requested minus Maximum Allowable Levy

\$ -

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

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

Summary of Release of Restricted Fund Balance Referendum Line Items	2020 Proposed Budget Amount Requested	2019 Final Budget
<b>Total Release of Restricted Fund Balance</b>	\$ -	\$ -



## 2020 Levy Cap Summary

### WALL TOWNSHIP FIRE DISTRICT NO. 1 MONMOUTH COUNTY

#### LEVY CAP CALCULATION

Prior Year Amount to be Raised by Taxation for Fire District Purposes	\$ 612,000
Changes in Service Provider (+/-)	-
DLGS Approved Adjustments	-
Net Prior Year Tax Levy for Municipal Purposes for Cap Calculation	612,000
Plus: 2% Cap Increase	12,240
<b>ADJUSTED TAX LEVY PRIOR TO EXCLUSIONS</b>	<b>624,240</b>

#### Exclusions

Shared Service Exclusion	-
Change in Total Debt Service Appropriation	-
Allowable Pension Increases	3,331
Allowable Increase in Health Care Costs	-
Changes in LOSAP Contributions (+/-)	2,000
Extraordinary Costs due to a "Declared" Emergency	-
Net Capital Improvement Fund and/or Down Payment on Improvements and Reserve for Future Capital Outlays	35,000
Total Exclusions	40,331
Less: Cancelled or Unexpended Referendum Amounts	-
Increase in Ratable Valuation (New Construction/Additions)	\$ 17,704,300
Prior Year Local Fire District Tax Rate (3 decimals/\$100)	\$0.075
<b>ADJUSTED TAX LEVY</b>	<b>13,278</b>
Amount Utilized from Levy Cap Bank from 2017	677,849
Amount Utilized from Levy Cap Bank from 2018	-
Amount Utilized from Levy Cap Bank from 2019	-
Maximum Tax Levy Before Referendum	677,849
Amount Proposed for Levy Cap Referendum	-
<b>MAXIMUM ALLOWABLE AMOUNT TO BE RAISED BY TAXATION</b>	<b>\$ 677,849</b>

#### CAP BANK CALCULATION

Amount to be Raised by Taxation	\$ 662,000
Cap Bank Available from Prior Year (2017) for 2020 Budget	26,657
Cap Bank Available from Prior Year (2018) for 2020 Budget	-
Revised Cap Bank from Prior Year (2019) Available for 2020 Budget	-
Cap Bank Available from Prior Year (2019) for 2020 Budget	7,255
Revised Cap Bank from Prior Year (2019) Available for 2021 Budget	7,255
Cap Bank from Current Year (2020) Available for 2021 Budget	15,849
Cap Bank Available from 2020 for 2021 Budget	\$ 15,849

## 2020 Shared Services Exclusion Worksheet

WALL TOWNSHIP FIRE DISTRICT NO. 1  
MONMOUTH COUNTY

[illegible]



## 2020 Levy Cap Exclusion Calculations

### WALL TOWNSHIP FIRE DISTRICT NO. 1 MONMOUTH COUNTY

#### PENSION CONTRIBUTION CALCULATION

2020 Proposed Budget PERS Contribution Appropriated	\$ 29,647
2020 Proposed Budget PFRS Contribution Appropriated	-
Anticipated Revenues for Fringe Benefits Directly Offsetting Pension Costs	26,316
Net 2020 Base Amount	3,331
2019 Adopted Budget PERS Contribution	29,232
2019 Adopted Budget PFRS Contribution	-
Realized Revenues for Fringe Benefits Directly Offsetting Pension Costs	29,232
Net 2019 Base Amount	-
Pension Contribution Exclusion	\$ 3,331

#### LOSAP CALCULATION

2020 Proposed Budget LOSAP Appropriation	\$ 22,000
2019 Adopted Budget LOSAP Appropriation	20,000
LOSAP Exclusion (+/-)	\$ 2,000

#### DEBT SERVICE CALCULATION

2020 Proposed Budget Total Debt Service Appropriation	\$ 79,236
2020 Proposed Budget Debt Service Appropriation Offset from Restricted Fund	-
2020 Proposed Budget Debt Service Appropriation Offset from Grant Revenue	-
2020 Proposed Budget Debt Service Appropriation Offset from Unrestricted Fund	-
2020 Base Amount	79,236
2019 Adopted Budget Total Debt Service Appropriation	79,236
2019 Adopted Budget Capital Appropriation Offset from Restricted Fund	-
2019 Adopted Budget Capital Appropriation Offset from Grant Fund	-
2019 Adopted Budget Capital Appropriation Offset from Unrestricted Fund	-
2019 Base Amount	79,236
Debt Service Exclusion	\$ -

#### CAPITAL APPROPRIATION CALCULATION

2020 Proposed Budget Total Capital Appropriation	\$ 195,000
2020 Proposed Budget Capital Appropriation Offset from Restricted Fund	45,000
2020 Proposed Budget Capital Appropriation Offset from Grant Revenue	-
2020 Proposed Budget Capital Appropriation Offset from Unrestricted Fund	-
2020 Base Amount	150,000
2019 Adopted Budget Total Capital Appropriation	115,000
2019 Adopted Budget Capital Appropriation Offset from Restricted Fund	-
2019 Adopted Budget Capital Appropriation Offset from Grant Revenue	-
2019 Adopted Budget Capital Appropriation Offset from Unrestricted Fund	-
2019 Base Amount	115,000
Capital Expenditure Exclusion	\$ 35,000

#### HEALTH INSURANCE EXCLUSION CALCULATION

SFY 2020	0.0%
2020 Proposed Budget Administration Health Insurance Appropriation	\$ -
2020 Proposed Budget Operations & Maintenance Health Insurance Appropriation	-
2020 Proposed Budget Group Health Insurance	-
2019 Adopted Budget Administration Health Insurance Appropriation	-
2019 Adopted Budget Operations & Maintenance Health Insurance Appropriation	-
2019 Adopted Budget Group Health Insurance	-
Net Increase (Decrease)	-
Net Increase Divided by 2019 Amount Budgeted = % Increase	0.00%
SFY 2020 State Health Average 0% Less 2% = % Increase Added to Current Levy	0.00%
% Increase less % Increase Exclusion = % Increase Inside Cap	0.00%
% Increase Inside Cap * 2019 Expended = Added Amount Inside Cap	-
% Increase Exclusion * 2019 Expended = 2020 Appropriation Added to Levy	\$ -
Amount Above the Levy Exclusion (Actual Increase - State Health Benefit Average)	\$ -
2020 Increase in Appropriation	\$ -

**WALL TOWNSHIP FIRE DISTRICT NO. 1**  
**VEHICLES**  
**2019**

- RESCUE 188 = 1999 Freightliner Rescue – MOTOR POOL
- CAR 305 = 2000 Ford Expedition - MOTOR POOL
- ENGINE 176 = 2015 Seagrave Pumper – MOTOR POOL
- LADDER 189 = 2005 Seagrave Ladder – MOTOR POOL
- ENGINE 177 = 2007 Seagrave Pumper – MOTOR POOL
- CAR 301 = 2007 Ford F-150 – TAKE HOME E. HENDERSON, FIRE INVESTIGATOR
- CAR 167 = 2010 Chevrolet Tahoe – TAKE HOME D. CAMPION, DEPUTY FIRE CHIEF
- UTILITY 185 = 2011 Ford F-350 - MOTOR POOL
- CAR 166 = 2015 Chevrolet Tahoe - TAKE HOME L. ROGERS, FIRE CHIEF
- CAR 303 = 2015 Ford Interceptor Utility – MOTOR POOL
- CAR 300 = 2016 Ford F-150 – TAKE HOME J. RIZZITELLO, DEPUTY FIRE MARSHAL
- CAR 304 = 2016 Chevrolet Tahoe – TAKE HOME W. NEWBERRY, ADMINISTRATOR
- CAR 302 = 2013 Chevrolet Tahoe – TAKE HOME M. HINES, FIRE INVESTIGATOR



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

THIS SHARED SERVICES AGREEMENT made this 26<sup>th</sup> 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

Norman R. Stelling  
NORMAN R. STELLING, CLERK

William R. Davenport, Sr.  
By: WILLIAM MR. DAVENPORT, SR., PRES.

WITNESS/ATTEST:

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

Ralph G. Tancredi, Sr.  
Ralph G. Tancredi, Sr., Clerk

Mark J. Pellecchia, Sr.  
Mark J. Pellecchia, Sr., V. P.

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

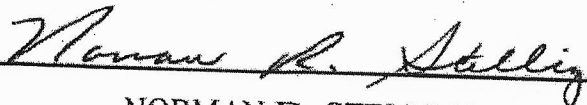
**WHEREAS**, the "Uniformed Shared Services and Consolidation Act" N.J.S.A. 40A:65-1 through 40A:65-35 (the "Act"), authorizes local units of this State to enter into contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party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



RESOLUTION TO ENTER INTO A SHARED SERVICES AGREEMENT FOR QUALIFIED  
PURCHASING AGENT (QPA) SERVICES AS WELL AS PROCUREMENT  
AND OTHER RELATED SERVICES

WHEREAS, the "Uniform 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 a 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 Board of Fire Commissioners of Fire District No. 1, Township of Lakewood, County of Ocean, State of New Jersey, and the Board of Fire Commissioners of Fire District No. 1, Township of Wall, County of Monmouth, State of New Jersey, have identified certain administrative areas where working together through shared services will result in a positive and beneficial outcome for both Districts; and

WHEREAS, representatives of the Board of Fire Commissioners of Fire District No. 1, Township of Lakewood, have met with representatives from the Board of Fire Commissioners of Fire District No. 1, Township of Wall, relative to sharing services for procurement; and

WHEREAS, Lakewood Township Fire District No. 1 has agreed to enter into a shared services agreement with Wall Township Fire District No. 1 for Qualified Purchasing Agent (QPA) services as well as procurement and other related services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Fire District No. 1, Township of Lakewood, County of Ocean, State of New Jersey, that it enter into a shared services agreement for Qualified Purchasing Agent (QPA) services as well as procurement and other related services in accordance with substantially the same terms and conditions as set forth in the proposed Shared Services Agreement attached hereto and incorporated herein; and

BE IT FURTHER RESOLVED, that the Board Chairman be authorized to execute the above mentioned Shared Services Agreement for and on behalf of the Board and the Secretary attest thereto; and

BE IT FURTHER RESOLVED, that the within Resolution shall be effective immediately upon passage; and

BE IT FURTHER RESOLVED, that any resolution or part of a resolution inconsistent herewith is hereby repealed or otherwise revoked; and



BE IT FURTHER RESOLVED, that if any section, paragraph, sentence, clause or phrase in this Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

BE IT FURTHER RESOLVED, that notwithstanding anything set forth herein to the contrary, the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of this Resolution provided said acts are consistent with public policy, Board bylaws, township ordinances, local, state and federal laws and rules and regulations promulgated thereunder; and

BE IT FURTHER RESOLVED, that an original signed, conformed and compared copy of this Resolution be accessible and maintained as an official Board record pursuant to and in accordance with the "Open Public Records Act"; N.J.S.A. 47:1A-1, *et seq.* and the "Destruction of Public Records Law (1953)"; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

#### CERTIFICATION

I, AVRAHAM Y. LIEBER, Clerk of the Board of Fire Commissioners of Fire District No. 1, Township of Lakewood, County of Ocean, State of New Jersey, do hereby certify that the foregoing is a true conformed and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the 10<sup>th</sup> day of October, 2019.

I do further certify that the said Board of Fire Commissioners of Fire District No. 1, Township of Lakewood, County of Ocean, State of New Jersey, is composed of - 5 - members, and that - 4 - members were present and - 3 - members voted affirmatively for the adoption of the Resolution and - 2 - members voted against the adoption of the Resolution.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, Township of Lakewood, County of Ocean, State of New Jersey, on this 10<sup>th</sup> day of October, 2019.



AVRAHAM Y. LIEBER, SECRETARY  
Board of Fire Commissioners  
Fire District No. 1  
Township of Lakewood



SHARED SERVICES AGREEMENT FOR QUALIFIED PURCHASING AGENT AND  
PROCUREMENT RELATED SERVICES

THIS SHARED SERVICES AGREEMENT, made this 3<sup>rd</sup> day of October, 2019, by and between THE BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT NO. 1, TOWNSHIP OF WALL ("Wall 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 OF FIRE DISTRICT NO. 1, TOWNSHIP OF LAKEWOOD ("Lakewood District 1"), a body corporate located within the Township of Lakewood, County of Ocean, State of New Jersey, with principal offices located at 316 River Avenue, Lakewood Township, New Jersey, 08701. Wall District 1 and Lakewood District 1 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 a 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 procurement services; and

WHEREAS, Wall District 1 has agreed to provide Lakewood District 1 with the services of its QPA 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, 2019, until this Agreement's expiration or termination. Lakewood District 1 will submit requests for QPA consultation and review services through Wall District 1's Fire District Administrator. 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. 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 \$42,000.00

A. The fee for services provided for the remainder of 2019 (4<sup>th</sup> quarter) shall be \$4,000.00, due October 15, 2019.

B. The annual fee for services provided for the period, January 1, 2020, through December 31, 2020, shall be \$18,000.00. The fee will be divided into four \$4,500.00 quarterly installments due the first business day of each fiscal quarter.

C. The annual fee for services provided for the period, January 1, 2021, through December 31, 2021, shall be \$20,000.00. The fee will be divided into four \$5,000.00 quarterly installments due the first business day of each fiscal quarter.

3. Term

The term of this Agreement shall commence October 1, 2019, 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 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 employees, 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 nor 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 in 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.

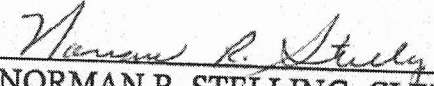
#### 13. Expansion

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.

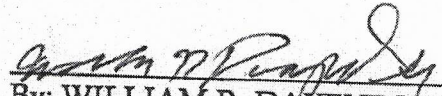


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its proper officers and its corporate seals to be hereto affixed, as of the day and year first above written.

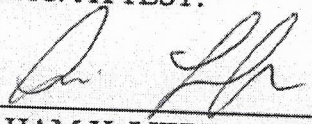
WITNESS/ATTEST:

  
NORMAN R. STELLING, CLERK

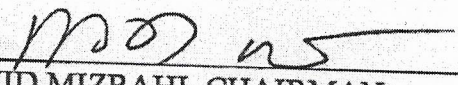
BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT NO. 1  
TOWNSHIP OF WALL

  
By: WILLIAM R. DAVENPORT, SR.  
PRESIDENT

WITNESS/ATTEST:

  
AVRAHAM Y. LIEBER, SECRETARY

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

  
DAVID MIZRAHI, CHAIRMAN



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

THIS SHARED SERVICES AGREEMENT made this 5 day of December, 2019 ("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. 2 ("District 2"), a body corporate located within the Township of Wall, County of Monmouth, State of New Jersey, with principal offices located at 3404 Belmar Boulevard, Wall Township, New Jersey, 07719. District 1 and District 2 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 2 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 2 with the services of its QPA, who will also be appointed as District 2's QPA effective January 1, 2020 until this Agreement's expiration or termination. District 2 will submit requests for QPA consultation and review services through District 1's Fire Administrator. District 2 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 2's service provider and will provide monthly benefits/pensions reporting requirements to District 2's appointed Professionals, and other agencies as required. The Administrator of District 1 will provide the

Human Resource function to District 2 Staff on an as needed basis as directed by District 2. District 2 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 2 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 2 agrees to cover all costs associated with an electronic finance management system for their District.

**3. Term**

The term of this Agreement shall commence upon the final execution of the Agreement by the duly authorized representatives of both Parties, and shall continue until December 31, 2025 (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 2 will appoint the District 1 QPA to an appropriate term, in accordance with state statute.

**4. Indemnification**

District 2 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 2 and its residents pursuant to this Agreement. District 1 shall likewise hold District 2, 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 2 employee(s), if any, providing services under this Agreement, shall be under the exclusive control of District 2. 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.

**14. OPTION: Open Public Records Custodian / Public Agency Compliance Officer**

District 1 extends the services to District 2 to serve as its Open Public Records Custodian as well as Public Agency Compliance Officer. Both of these statutory positions are required to be filled within all local government units. These services are being offered to District 2 at an additional fee of \$2,000 per annum.

*gnt*

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  
NORMAN R. STELLING, CLERK

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

William M. Davenport, Sr.  
By: WILLIAM MR. DAVENPORT, SR., PRES.

WITNESS/ATTEST:

Pat Cleary  
PAT CLEARY, CLERK

BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT NO. 2, TOWNSHIP OF WALL

Jeffrey VanDorone  
By: Jeffrey VanDorone, PRESIDENT  
JEFFREY VANDORONE CHAIRMAN

**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 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 2 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. 2 for QPA, Payroll and Accounting services; and further that the Fire District Administrator 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 \_\_\_\_\_.

---

NORMAN R. STELLING, CLERK OF THE BOARD



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 3<sup>rd</sup> 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 ancillary 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:

1. 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.
2. 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.
3. 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.
9. 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.



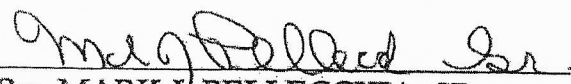
17. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by the operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain 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

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

  
By: MARK J. PELLECCIA, SR.  
PRESIDENT

WITNESS/ATTEST:

  
NORMAN R. STELLING, CLERK

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

  
By: WILLIAM R. DAVENPORT, SR.  
PRESIDENT

**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 18<sup>th</sup> Avenue, Wall, New Jersey, hereinafter referred to as the "Board", and Wall Fire Company No. 1, located at 1511 18<sup>th</sup> 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 18<sup>th</sup> 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 18<sup>th</sup> 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.

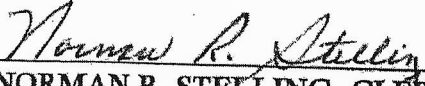
ATTEST:

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