

2019

Upper Township Fire District #3

Fire District Budget

<http://uppertownship.com/departments/public-safety/fire-commissioners/fire-district-3-marmora/>

Department Of



**Community
Affairs**

Division of Local Government Services

2019 FIRE DISTRICT BUDGET

Certification Section

2019

Upper Township #3

FIRE DISTRICT BUDGET

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

For Division Use Only

CERTIFICATION OF APPROVED BUDGET

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

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

By: _____ Date: _____

CERTIFICATION OF ADOPTED BUDGET

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

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

By: _____ Date: _____

2019 PREPARER'S CERTIFICATION

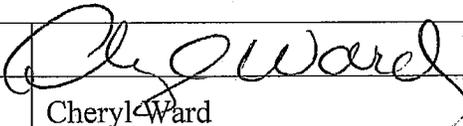
Upper Township #3

FIRE DISTRICT BUDGET

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

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

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

Preparer's Signature:			
Name:	Cheryl Ward		
Title:	Accountant		
Address:	PO Box 1193, 820 S Shore Road, Marmora, NJ 08223		
Phone Number:	609-390-0600	Fax Number:	609-390-7931
E-mail address:	cheryl@cwardcpa.com		

2019 PREPARER'S CERTIFICATION OTHER ASSETS

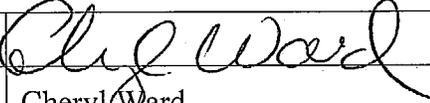
Upper Township #3

FIRE DISTRICT BUDGET

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

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

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

Preparer's Signature:			
Name:	Cheryl Ward		
Title:	Accountant		
Address:	PO Box 1193, 820 S Shore Road, Marmora, NJ 08223		
Phone Number:	609-390-0600	Fax Number:	609-390-7931
E-mail address:	cheryl@cwardcpa.com		

2019 APPROVAL CERTIFICATION

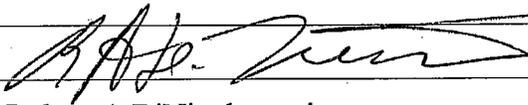
Upper Township #3

FIRE DISTRICT BUDGET

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

It is hereby certified that the Fire District Budget, including all schedules appended hereto, are a true copy of the Annual Budget approved by resolution by the Board of Commissioners of the Fire District, at an open public meeting held pursuant to N.J.A.C. 5:31-2.4, on the 15th day of October, 2018.

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

Officer's Signature:			
Name:	Robert A DiNicolantonio		
Title:	Chairman		
Address:	746 Ocean Crest Avenue, Marmora, NJ 08223		
Phone Number:	609-602-1117	Fax Number:	n/a
E-mail address:	bobdnic@msn.com		

FIRE DISTRICT INTERNET WEBSITE CERTIFICATION

Fire District's Web Address	http://uppertownship.com/departments/public-safety/fire-commissioners/fire-district-3-marmora/
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All fire districts shall maintain either an Internet website or a webpage on the municipality's Internet website. The purpose of the website or webpage shall be to provide increased public access to the Fire District's operations and activities. N.J.S.A. 40A:14-70.2 requires the following items to be included on the Fire District's website at a minimum for public disclosure. Check the boxes below to certify the Fire District's compliance with N.J.S.A. 40A:14-70.2.

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

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

Name of Officer Certifying compliance

Robert DiNicolantonio

Title of Officer Certifying compliance

Chairman

Signature



2019 FIRE DISTRICT BUDGET RESOLUTION

Upper Township #3

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

WHEREAS, the Annual Budget for the Upper Township Fire District No. 3 (the "Fire District") for the fiscal year beginning January 1, 2019 and ending December 31, 2019 has been presented before the Board of Commissioners of the Fire District at its open public meeting of October 15, 2018; and

WHEREAS, the budget as introduced is in compliance with the Property Tax Levy Cap Law (N.J.S.A. 40A:4-45.44 et. seq.) *[Include the following as appropriate: [includes a proposed public referendum in the amount of \$ _____ in excess of the allowable amount to be raised by taxation] [includes a proposed public referendum in the amount of \$187,479.00 as an appropriation from restricted fund balance to be used as budget revenue]]*; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$603,555.00, which includes an amount to be raised by taxation of \$603,355.00, and Total Appropriations of \$791,034.00; and

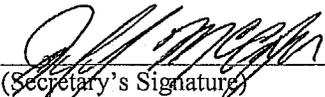
WHEREAS, the amount to be raised by taxation to support the district budget shall be the amount to be certified to the assessor of the municipality to be assessed against the taxable property in the district, pursuant to N.J.S.A. 40A:14-79. Such amount shall be equal to the amount of the total appropriations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

WHEREAS, in calculating the amount to be raised by taxation, the Fire District 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 October 15, 2018 that the Annual Budget, including all related schedules, of the Fire District for the fiscal year beginning January 1, 2019 and ending December 31, 2019 is hereby approved; and

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

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Fire District will consider the Annual Budget for adoption on December 3, 2018.



(Secretary's Signature)

October 15, 2018
(Date)

Board of Commissioners Recorded Vote

Member	Aye	Nay	Abstain	Absent
Robert DiNicolantonio	✓			
Kurt Austin	✓			
Jeff McAfee	✓			
Jeff Pierson Jr	✓			
S Douglas Snyder	✓			

2019 ADOPTION CERTIFICATION

Upper Township #3

FIRE DISTRICT BUDGET

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

It is hereby certified that the Fire District Budget annexed hereto is a true copy of the Budget adopted by the Board of Commissioners of the Fire District, pursuant to N.J.A.C. 5:31-2.4, on the 3rd day of December, 2018.

Officer's Signature:			
Name:	Robert A DiNicolantonio		
Title:	Chairman		
Address:	746 Ocean Crest Avenue, Marmora, NJ 08223		
Phone Number:	609-602-1117	Fax Number:	n/a
E-mail address:	bobdinic@msn.com		

2019 ADOPTED BUDGET RESOLUTION

Upper Township #3

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

WHEREAS, the Annual Budget for the Upper Township Fire District No. 3 (the "Fire District") for the fiscal year beginning January 1, 2019 and ending December 31, 2019, has been presented for adoption before the Board of Commissioners of the Fire District at its open public meeting of December 3, 2018; and

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

WHEREAS, the adopted budget is in compliance with the Property Tax Levy Cap Law (N.J.S.A. 40A:4-45.44 et. seq.) *[Include as appropriate: [includes a proposed public referendum in the amount of \$_____ in excess of the allowable amount to be raised by taxation] [includes a proposed public referendum in the amount of \$187,479.00 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 \$603,555.00, which includes amount to be raised by taxation of \$603,355.00, and Total Appropriations of \$791,034.00; and

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Fire District at an open public meeting held on December 3, 2018 that the Annual Budget of the Fire District for the fiscal year beginning January 1, 2019 and ending December 31, 2019, is hereby adopted and, *[subject to the proposed referendum being approved by 50 percent of the voters]* shall constitute appropriations for the purposes stated and authorization of Total Revenues of \$603,555.00, which includes amount to be raised by taxation of \$603,355.00 and Total Appropriations of \$791,034.00; and

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

BE IT FURTHER RESOLVED, that an annual election shall be held on the third Saturday of February to determine the amount 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)

December 3, 2018
(Date)

Board of Commissioners Recorded Vote

Member	Aye	Nay	Abstain	Absent
Robert DiNicolantonio				
Kurt Austin				
Jeff McAfee				
Jeff Pierson Jr				
S Douglas Snyder				

2019 FIRE DISTRICT BUDGET
Narrative and Information Section

2019 FIRE DISTRICT BUDGET MESSAGE & ANALYSIS

Upper Township #3

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

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

1. Complete a brief statement on the 2019 proposed Annual Budget and make comparison to the 2018 adopted budget. Explain any variances over +/-10% for each line item. Explanations of variances should include a description of the reason for the increase/decrease in the budgeted line item, not just an indication of the amount and percent of the change. Attach any supporting documentation that will help to explain the reason for the increase/decrease in the budgeted line item. *The 2019 proposed budget reflects a 4.27% increase in revenue (including 2% max, new rateables and 2016 cap bank) to be raised from taxation from that of 2018. The Vehicle Lease has increased to cover an additional truck purchased by the Marmora Volunteer Fire Company.*

2. Complete a brief statement on the impact the proposed Annual Budget will have on the Amount to be Raised by Taxation to support the district budget and on the Restricted and Unrestricted Fund Balance(s). Explain increases or decreases in the tax rate and utilization of fund balances. If Unrestricted Fund Balance is reduced by more than 10%, explain the projected impact on the following year's budget. *The amount to be raised from taxation is not expected to have a significant effect on the local tax rate. The proposed budget will decrease the restricted fund balance as the Commission is utilizing the funds to the Marmora Volunteer Fire Company in terms of a Vehicle Lease.*

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

4. If the Fire District plans to pass a Resolution for the Release of Restricted Fund Balance, explain the reason and purposes of the appropriation. *The Commissioners plan to include a Resolution that would release \$187,479.00 of the Restricted Fund Balance. This amount will be reallocated in the 2019 Budget as "Capital Appropriation offset from Restricted Funds-Vehicle Lease" in order for the Marmora Volunteer Fire Company to pay truck debt.*

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

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

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

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

Total Assessed Valuation of District	\$699,485,799
Proposed Tax Rate per \$100 of Assessed Valuation	\$0.083

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

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

No		Yes	
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FIRE DISTRICT CONTACT INFORMATION

2019

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

Name of Fire District:	Upper Township Fire District #3		
Address:	PO Box 1193 40 Old Tuckahoe Road		
City, State, Zip:	Marmora	NJ	08223
Phone: (ext.)	609-390-3555	n/a	

Preparer's Name:	Cheryl Ward		
Preparer's Address:	PO Box 1193 820 S Shore Road		
City, State, Zip:	Marmora	NJ	08223
Phone: (ext.)	609-390-0600	Fax:	609-390-7931
E-mail:	cheryl@cwardcpa.com		

Chairman:	Robert A DiNicolantonio		
Phone: (ext.)	609-602-1117	Fax:	n/a
E-mail:	bobdnic@msn.com		

Secretary/Treasurer:	Jeff McAfee		
Phone: (ext.)	609-602-8147	Fax:	n/a
E-mail:	jmcafee@hotmail.com		

Name of Auditor:	Kenneth E Yeutter		
Name of Firm:	Kenneth E Yeutter CPA		
Address:	28 North High Street		
City, State, Zip:	Millville	NJ	08332
Phone: (ext.)	856-327-3900	Fax:	856-327-9292
E-mail:	keycpa@verizon.net		

FIRE DISTRICT INFORMATIONAL QUESTIONNAIRE

Upper Township #3

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

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

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

FIRE DISTRICT INFORMATIONAL QUESTIONNAIRE (CONTINUED)

Upper Township #3

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

- 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." n/a
- 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.
- a) 1995 VFC, 2017 Board of Fire Commissioners
 - b) 48
 - c) 52
 - d) Fixed
 - e) \$52,000
 - f) Yes

Fire Truck Lease Agreement

This Agreement, effective as of this 1st day of January 1, 2017, is between

MARMORA VOLUNTEER FIRE COMPANY, of 40 Tuckahoe Road, P.O. Box 127, Marmora, Township of Upper, County of Cape May, State of New Jersey, referred to as Lessor, and

BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT #3, UPPER TOWNSHIP, of P.O. Box 855, Township of Upper, County of Cape May, State of New Jersey, referred to as Lessee.

WHEREAS, the Lessor and the Lessee have previously entered into a Fire Truck Lease effective January 1, 2014 through December 31, 2016; and

WHEREAS, the parties desire to enter into a new Lease.

NOW, THEREFORE, Lessor leases to Lessee and Lessee leases from Lessor the motor vehicles described in schedule A, referred to as the vehicle, on the following terms and conditions:

SECTION ONE LEASE PAYMENTS

Lessee shall pay as lease payments for the vehicles EIGHTY THOUSAND (\$80,000.00) DOLLARS per year on the first day of July of each year during the term of this Lease. All lease payments shall be made by Lessee to Lessor at Lessor's address herein set forth or to such other person or organization as Lessor shall designate to Lessee in writing. This Lease shall terminate on December 31, 2019.

SECTION TWO HOUSING OF VEHICLE

Lessor shall use all reasonable diligence to deliver the leased vehicle to lessee on the execution of this Lease, but shall not be liable to Lessee for any failure or delay in obtaining the vehicle or making delivery, if Lessor shall have exercised reasonable diligence in attempting to make such delivery.

SECTION THREE USE OF VEHICLE

It is intended that the Lessee lease the said fire trucks from Lessor for the purpose of acquiring equipment for the purpose of discharging its statutory obligations to provide firefighting and emergency services. It is intended that the vehicles be available for use by the Marmora Volunteer Fire Company in conjunction with a contract for firefighting services between the parties.

**SECTION FOUR
LICENSING AND REGISTRATION**

The vehicle subject to this Lease shall bear license plates and the title shall be registered in the name of Lessor. The annual registration or license fees shall be paid by Lessor. Unless otherwise specified, Lessor, where required, shall register the vehicle in conformance with the laws of the State of New Jersey.

**SECTION FIVE
MAINTENANCE AND REPAIRS**

Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use and operation of the vehicle during the lease term, including but not limited to gasoline, oil, batteries, repairs, maintenance, tires, and towing necessary for its proper use and operation, shall be at Lessor's expense. Lessor, at Lessee's request, agrees to maintain the vehicle in accordance with all service intervals recommended by the manufacturer of the vehicle. Lessor shall take the vehicle to the appropriate factory-authorized dealer for all service and repairs under manufacturer's warranty. Lessee shall not be liable for repairs, nor shall any such repairs be charged to lessee.

**SECTION SIX
OBLIGATION TO INSURE**

Insurance covering loss by bodily injury, property damage, and collision in the full replacement value of the vehicles, or in such amounts as may be available, will be maintained by Lessor. In the event Lessor shall fail to pay for or provide any insurance specified as the responsibility of lessee, Lessor at its option may pay for such insurance and add the amount paid to the next annual lease payment due to Lessor. Lessee will promptly notify Lessor of any accident or incident that may result in an insurance claim.

**SECTION SEVEN
RISK OF LOSS AND DAMAGE**

Lessee shall bear all risks of damage or loss of the vehicle, or any portions of the vehicle, not covered by insurance. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of Lessee and shall be accessions to the vehicle. Lessor, at Lessee's request, at all times and at Lessor's expense, shall keep the vehicle in good working order, condition, and repair, reasonable wear and tear excepted. The lease payments on the vehicle shall not be prorated or abated while it is being serviced or repaired.

**SECTION EIGHT
INDEMNITY OF LESSEE**

Lessor agrees to indemnify Lessee against all claims, losses, causes of action, and expenses, including attorney fees and legal expenses, arising from the use, maintenance, and operation of the vehicle.

**SECTION NINE
TERMINATION BY DEFAULT**

Time is of the essence of this agreement. Lessor, at its option, may by written notice to Lessee declare this lease in default on the happening of any of the following:

- a. Default by Lessee in payment or performance of any of Lessee's obligations;
- b. A proceeding in bankruptcy or under any law for relief of debtors involving Lessee or the leased vehicle;
- c. Voluntary assignment of Lessee's interest in this agreement;
- d. Involuntary transfer of Lessee's interest in this agreement by operation of law; or
- e. Expiration or cancellation of any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of the insurance, during the entire term of this Lease.

On declaration by Lessor that Lessee is in default under this lease, the vehicle shall be surrendered and delivered to Lessor, and Lessor may take possession of it wherever it may be found, with or without process of law, and for that purpose may enter on the premises of Lessee. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicle, or its possession or use, and Lessor shall retain all lease payments and other sums paid by lessee under this agreement with respect to the vehicle.

**SECTION TEN
RETURN OF VEHICLE**

On expiration of the lease term, or earlier termination of the Lease as herein provided, Lessee shall return the vehicle to Lessor in the same condition as when received, less reasonable wear and tear, at the fire hall, Tuckahoe Road, Marmora, New Jersey, or any other location mutually agreed on by the parties.

**SECTION ELEVEN
ASSIGNMENT**

Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Lease, or the Lease itself.

**SECTION TWELVE
WAIVER**

Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this Lease, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Lease shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

**SECTION THIRTEEN
LIMITATION OF WARRANTIES**

There are no warranties, expressed or implied, by Lessor to Lessee, except as contained in this agreement, and Lessor shall not be liable for any loss or damage to Lessee, nor to anyone else, of any kind and however caused, whether by any vehicle, its repair, maintenance, or equipment, or its failure, or by interruption of service or use of any leased vehicle.

**SECTION FOURTEEN
CONSTRUCTION OF INSTRUMENT**

This agreement is one of leasing only and lessee does not acquire any right, title, or interest to the leased vehicle other than the right of possession accorded a lessee.

**SECTION FIFTEEN
NOTICES**

Any notice to be given under this agreement shall be deemed given when sent by registered or certified mail to the address herein contained of the party to be notified.

**SECTION SIXTEEN
GOVERNING LAW**

This Lease shall be governed by and construed under the laws of the State of New Jersey.

**SECTION SEVENTEEN
SUCCESSION**

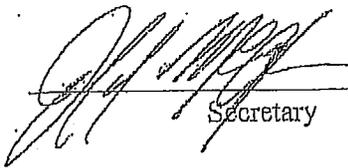
This agreement shall be binding on and inure to the benefit of the heirs, executors,

the parties, administrators, successors, and assigns of the parties.

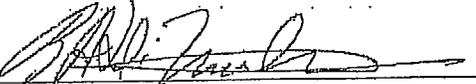
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these present to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

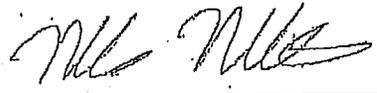
BOARD OF FIRE COMMISSIONERS,
UPPER TOWNSHIP DISTRICT #3


Secretary

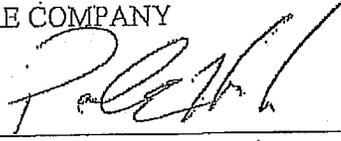
12-5-16
Date

By: 
Robert DiNicolantonio, President

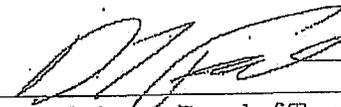
MARMORA VOLUNTEER
FIRE COMPANY


Secretary

12-5-16
Date

By: 

12-5-16
Date

By: 
Chairman, Board of Trustees

Building Lease Agreement

This Lease Agreement, made January 1, 2016, Between MARMORA VOLUNTEER FIRE COMPANY, located at 40 Tuckahoe Road, P. O. Box 127, Marmora, in the Township of Upper in the County of Cape May and State of New Jersey, herein designated as the Landlord, and BOARD OF FIRE COMMISSIONERS, UPPER TOWNSHIP, DISTRICT #3, located at Post Office Box 855 in the Township of Upper in the County of Cape May and State of New Jersey, herein designated as the Tenant;

WITNESSETH that, the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the premises described in Schedule A (attached) for a term of five (5) years commencing on January 1, 2016, and ending on December 31, 2021, to be used and occupied only and for no other purpose than housing firefighting equipment and providing customary fire fighting services for the residents of Upper Township, and mutual aid localities:

Upon the following Conditions and Covenants:

- PAYMENT OF RENT. The Tenant covenants and agrees to pay to the Landlord, as rent for and during the term hereof, the sum of \$65,000.00 per year (\$325,000.00 for five year term), payable quarterly in equal payments, at the end of each quarter, on the last day of March, June, September and December; provided, however, in the event that the Tenant has not received funds raised by taxation and distributed by the Township of Upper by the due date of the first quarterly payment on March 31st, the first quarterly payment shall be extended until said funds are received.
- REPAIRS AND CARE. The Tenant has examined the premises and has entered into this lease without any representation on the part of the Landlord as to the conditions thereof. The Landlord shall, at the Landlord's own cost and expense, and at the request of the Tenant, make all repairs, including painting and decorating, and shall maintain the premises in good condition and state of repair.
- ALTERATIONS and IMPROVEMENTS. No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, shall be installed in or attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, installed in or attached to the said premises, shall belong to and become the property of the Landlord and shall be surrendered with

the premises and as part thereof upon the expiration or sooner termination of this lease, without hindrance, molestation or injury.

4. UTILITIES. The Landlord shall pay when due all the rents or charges for water or other utilities used by the Tenant, which are or may be assessed or imposed upon the leased premises or which are or may be charged to the Landlord by the suppliers thereof during the term hereof. If the Landlord fails to pay such rents or charges, the Tenant may pay said rents and charges and deduct same from the rent payment next due.

5. COMPLIANCE WITH LAWS, ETC. The Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

6. LIABILITY INSURANCE/INDEMNIFICATION. The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises; for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$250,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with evidence of the payment of the premiums therefore, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefore. The Tenant also agrees to and shall save, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all ~~claims and liability for losses or damage to property or injuries to persons occasioned~~ wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for

any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

7. ASSIGNMENT. The Tenant shall not, without the written consent of the Landlord, assign, mortgage or hypothecate this lease, nor sublet or sublease the premises or any part thereof.

8. USE. It is intended that the Tenant lease the demised premises for the purpose of providing a suitable place for the storage of firefighting equipment and for discharging the Tenant's statutory duty to provide firefighting and emergency services. It is intended that the leased premises shall be occupied by the Marmora Volunteer Fire Company pursuant to a contract with the Tenant for providing said services.

9. MORTGAGE PRIORITY. This lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of canceling this lease, and the term hereof is hereby expressly limited accordingly.

10. CONDEMNATION EMINENT DOMAIN. If the land and premises leased herein, or of which the leased premises are a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings, or actions, the Landlord shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant

covenants and agrees to vacate the said premises, remove all of Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designation by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

11. FIRE AND OTHER CASUALTY. In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to an end. In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

12. INSPECTION AND REPAIR. The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

13. REMOVAL OF TENANT'S PROPERTY. Any equipment, fixtures, goods or other property of the Tenant, ~~not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction,~~ shall be considered as abandoned and the Landlord shall have

the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

14. REMEDIES UPON TENANT'S DEFAULT. If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter the said premises and the same have and again possess and enjoy.

15. TERMINATION ON DEFAULT. Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damages.

16. NON-LIABILITY OF LANDLORD. The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenant or of the Landlord or the Landlord's or this or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the landlord, of ~~any services to be furnished or supplied by the Landlord.~~

17. NON-WAIVER BY LANDLORD. The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

18. NON-PERFORMANCE BY LANDLORD. This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be effected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

19. VALIDITY OF LEASE. 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 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.

20. NOTICES. All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

21. TITLE AND QUIET ENJOYMENT. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

~~22. ENTIRE CONTRACT. This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter~~

... or modify the terms hereof, No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

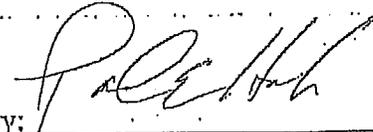
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

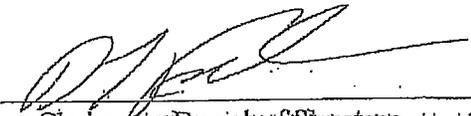
ATTEST:

MARMORA VOLUNTEER
FIRE COMPANY

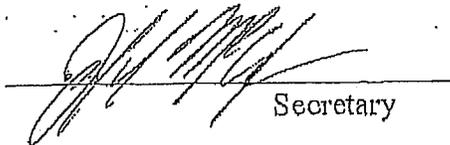


Secretary

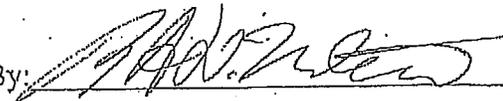
By: 

By: 
Chairman, Board of Trustees

BOARD OF FIRE COMMISSIONERS,
UPPER TOWNSHIP DISTRICT #3



Secretary

By: 

FIRE DISTRICT SCHEDULE OF COMMISSIONERS AND OFFICERS

Upper Township #3

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

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

- 1) List all of the Fire District's current commissioners and officers and amount of compensation from the Fire District and any other public entities as defined below. Enter zero if no compensation was paid.
- 2) List all of the Fire District's 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 2016.

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

Agreement

This Agreement, effective as of the 1st day of January, 2019, between **MARMORA VOLUNTEER FIRE COMPANY**, a non-profit corporation, incorporated under the laws of the State of New Jersey, located at 40 Tuckahoe Road, P.O. Box 127, Marmora, in the Township of Upper, County of Cape May, State of New Jersey, herein designated as the “Company”, and **BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT #3, UPPER TOWNSHIP**, located at P.O. Box 1193, Marmora, in the Township of Upper, in the County of Cape May and State of New Jersey, herein designated as the “Commissioners”.

RECITALS

A. Company was incorporated in the State of New Jersey many years ago for the purpose of furnishing protection to life and property from fire, flood and storm damage within the boundaries of Fire District #3 in Upper Township, New Jersey, and to cooperate and exchange such services with fire companies and departments in neighboring districts and municipalities.

B. For many years, Company has furnished such protection to the citizens of Upper Township and neighboring municipalities, and has acquired assets registered in its own name which are utilized for its above expressed purposes. Among its current assets are real property, including that upon which the fire house is situate in Marmora, various and sundry motor vehicles, fire fighting and life protection equipment, and the like.

C. The Commissioners of Fire District #3, in which the Company is located, have for many years furnished funding and equipment to the Company to be utilized by the Company in providing protection to life and property.

D. The Commissioners of Fire District #3 are desirous of having protection of life and property furnished by the Company, and the Company, in accordance with its purpose of incorporation, is desirous of continuing to furnish such protection of life and property.

E. It is contemplated that the Commissioners of Fire District #3 will continue to provide funding, equipment and support to the Company to assist in the fulfillment of its purposes, and to discharge the legal and statutory mandate of the Commissioners under New Jersey law.

F. The parties hereto deem it desirable to establish by written contract certain terms and conditions upon which their mutual relationship shall be based, and accordingly the parties agree as follows:

1. Company shall furnish adequate protection to life and property from the perils of fire, flood and storm within the boundaries of Fire District #3, as now or subsequently established or constituted, and Company shall be authorized to enter into and maintain cooperative relations with fire companies and departments in neighboring districts and municipalities.

2. As permitted by law, the Commissioners of Fire District #3 shall furnish adequate funding, equipment and support to the Company to provide such protection of life and property during the term of this Agreement.

3. As long as this Agreement is in effect, and for as long as the Company shall continue to furnish adequate protection of life and property as aforesaid, the Company shall have full and exclusive possession, occupancy and use of all of its real property, motor vehicles, fire fighting equipment, and the like, without interference from the Commissioners of Fire District #3. The authority to conduct operations in furtherance of the protection of life and property and to otherwise utilize its real property, motor vehicles and fire fighting equipment shall be vested in the Company's officers and officials, as provided by the Company's Constitution and By-Laws without interference

by the Commissioners of Fire District #3.

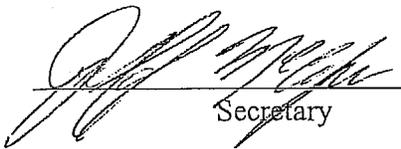
4. In the event that the Company shall cease to provide adequate protection of life and property from fire, flood and storm damage as set forth in this Agreement, for any reason whether voluntary or involuntary, the parties hereby agree that the Commissioners of Fire District #3 shall have the right to take possession of and utilize all of the real property, motor vehicles, fire fighting equipment and the like of the Company, in order that continuing provision can be made for such adequate protection to life and property from fire, flood and storm damage for Fire District #3, Upper Township, New Jersey. This provision shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

5. This Agreement shall be for a period of one year, from **January 1, 2019 through December 31, 2019**. During the one-year term of this Agreement, the Commissioners shall pay to the Company the sum of **\$269,105.00** in consideration for the Company's services under this Agreement, with the said sum to be payable in equal quarterly payments, at the end of each quarter, on the last day of March, June, September, and December, provided however in the event that the Company has not received funds raised by taxation and distributed by the Township of Upper by the due date of the first quarterly payment on March 31st, the first quarterly payment shall be extended until said funds are received.

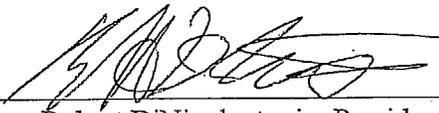
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these present to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

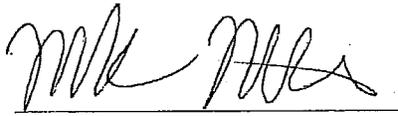
BOARD OF FIRE COMMISSIONERS,
UPPER TOWNSHIP DISTRICT #3


Secretary

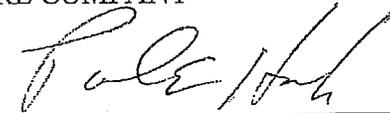
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Date

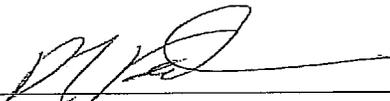
By: 
Robert DiNicolantonio, President

MARMORA VOLUNTEER
FIRE COMPANY


Secretary

10-23-18
Date

By: 

Date _____ By: 
Chairman, Board of Trustees

Amendment to Fire Truck Lease Agreement

This Amendment is effective as of this 1st day of **January 1, 2019**, and amends a Fire Truck Lease Agreement which became effective on January 1, 2017 between

MARMORA VOLUNTEER FIRE COMPANY, of 40 Tuckahoe Road, P.O. Box 127, Marmora, Township of Upper, County of Cape May, State of New Jersey, referred to as Lessor, and

BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT #3, UPPER TOWNSHIP, of P.O. Box 1193, Township of Upper, County of Cape May, State of New Jersey, referred to as Lessee.

WHEREAS, the Lessor and the Lessee have previously entered into a Fire Truck Lease effective January 1, 2017 through December 31, 2019; and

WHEREAS, the parties desire to amend the Lease, effective for the period from January 1, 2019 through December 31, 2019.

NOW, THEREFORE, Lessor leases to Lessee and Lessee leases from Lessor the motor vehicles described in schedule A, referred to as the vehicle, on the following terms and conditions:

SECTION ONE LEASE PAYMENTS

Lessee shall pay as lease payments for the vehicles **ONE HUNDRED FORTY THOUSAND (\$140,000.00) DOLLARS** for the year beginning January 1, 2019 and expiring on December 31, 2019. All lease payments shall be made by Lessee to Lessor at Lessor's address herein set forth or to such other person or organization as Lessor shall designate to Lessee in writing. This Lease shall terminate on **December 31, 2019**.

SECTION TWO HOUSING OF VEHICLE

Lessor shall use all reasonable diligence to deliver the leased vehicle to lessee on the execution of this Lease, but shall not be liable to Lessee for any failure or delay in obtaining the vehicle or making delivery, if Lessor shall have exercised reasonable diligence in attempting to make such delivery.

SECTION THREE USE OF VEHICLE

It is intended that the Lessee lease the said fire trucks from Lessor for the purpose of

acquiring equipment for the purpose of discharging its statutory obligations to provide firefighting and emergency services. It is intended that the vehicles be available for use by the Marmora Volunteer Fire Company in conjunction with a contract for firefighting services between the parties.

SECTION FOUR LICENSING AND REGISTRATION

The vehicle subject to this Lease shall bear license plates and the title shall be registered in the name of Lessor. The annual registration or license fees shall be paid by Lessor. Unless otherwise specified, Lessor, where required, shall register the vehicle in conformance with the laws of the State of New Jersey.

SECTION FIVE MAINTENANCE AND REPAIRS

Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use and operation of the vehicle during the lease term, including but not limited to gasoline, oil, batteries, repairs, maintenance, tires, and towing necessary for its proper use and operation, shall be at Lessor's expense. Lessor, at Lessee's request, agrees to maintain the vehicle in accordance with all service intervals recommended by the manufacturer of the vehicle. Lessor shall take the vehicle to the appropriate factory-authorized dealer for all service and repairs under manufacturer's warranty. Lessee shall not be liable for repairs, nor shall any such repairs be charged to lessee.

SECTION SIX OBLIGATION TO INSURE

Insurance covering loss by bodily injury, property damage, and collision in the full replacement value of the vehicles, or in such amounts as may be available, will be maintained by Lessor. In the event Lessor shall fail to pay for or provide any insurance specified as the responsibility of lessee, Lessor at its option may pay for such insurance and add the amount paid to the next annual lease payment due to Lessor. Lessee will promptly notify Lessor of any accident or incident that may result in an insurance claim.

SECTION SEVEN RISK OF LOSS AND DAMAGE

Lessee shall bear all risks of damage or loss of the vehicle, or any portions of the vehicle, not covered by insurance. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of Lessee and shall be accessions to the vehicle. Lessor, at Lessee's request, at all times and at Lessor's expense, shall keep the vehicle in good working order, condition, and repair, reasonable wear and tear excepted. The lease payments on the vehicle shall not be prorated or abated while it is being serviced or repaired.

**SECTION EIGHT
INDEMNITY OF LESSEE**

Lessor agrees to indemnify Lessee against all claims, losses, causes of action, and expenses, including attorney fees and legal expenses, arising from the use, maintenance, and operation of the vehicle.

**SECTION NINE
TERMINATION BY DEFAULT**

Time is of the essence of this agreement. Lessor, at its option, may by written notice to Lessee declare this lease in default on the happening of any of the following:

- a. Default by Lessee in payment or performance of any of Lessee's obligations;
- b. A proceeding in bankruptcy or under any law for relief of debtors involving Lessee or the leased vehicle;
- c. Voluntary assignment of Lessee's interest in this agreement;
- d. Involuntary transfer of Lessee's interest in this agreement by operation of law; or
- e. Expiration or cancellation of any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of the insurance, during the entire term of this Lease.

On declaration by Lessor that Lessee is in default under this lease, the vehicle shall be surrendered and delivered to Lessor, and Lessor may take possession of it wherever it may be found, with or without process of law, and for that purpose may enter on the premises of Lessee. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicle, or its possession or use, and Lessor shall retain all lease payments and other sums paid by lessee under this agreement with respect to the vehicle.

**SECTION TEN
RETURN OF VEHICLE**

On expiration of the lease term, or earlier termination of the Lease as herein provided, Lessee shall return the vehicle to Lessor in the same condition as when received, less reasonable wear and tear, at the fire hall, Tuckahoe Road, Marmora, New Jersey, or any other location mutually agreed on by the parties.

**SECTION ELEVEN
ASSIGNMENT**

Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Lease, or the Lease itself.

**SECTION TWELVE
WAIVER**

Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this Lease, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Lease shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

**SECTION THIRTEEN
LIMITATION OF WARRANTIES**

There are no warranties, expressed or implied, by Lessor to Lessee, except as contained in this agreement, and Lessor shall not be liable for any loss or damage to Lessee, nor to anyone else, of any kind and however caused, whether by any vehicle, its repair, maintenance, or equipment, or its failure, or by interruption of service or use of any leased vehicle.

**SECTION FOURTEEN
CONSTRUCTION OF INSTRUMENT**

This agreement is one of leasing only and lessee does not acquire any right, title, or interest to the leased vehicle other than the right of possession accorded a lessee.

**SECTION FIFTEEN
NOTICES**

Any notice to be given under this agreement shall be deemed given when sent by registered or certified mail to the address herein contained of the party to be notified.

**SECTION SIXTEEN
GOVERNING LAW**

This Lease shall be governed by and construed under the laws of the State of New Jersey.

**SECTION SEVENTEEN
SUCCESSION**

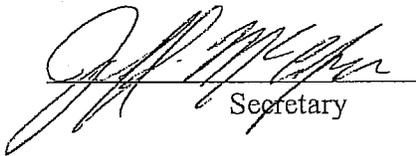
This agreement shall be binding on and inure to the benefit of the heirs, executors,

administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these present to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

BOARD OF FIRE COMMISSIONERS,
UPPER TOWNSHIP DISTRICT #3


Secretary

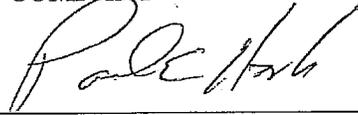
10-23-18
Date

By: 
Robert DiNicolantonio, President

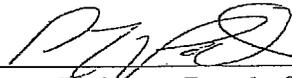
MARMORA VOLUNTEER
FIRE COMPANY


Secretary

10-23-18
Date

By: 
x

Date

By: 
Chairman, Board of Trustees

Building Lease Agreement

This Lease Agreement, made January 1, 2016, Between MARMORA VOLUNTEER FIRE COMPANY, located at 40 Tuckahoe Road, P. O. Box 127, Marmora, in the Township of Upper in the County of Cape May and State of New Jersey, herein designated as the Landlord, and BOARD OF FIRE COMMISSIONERS, UPPER TOWNSHIP, DISTRICT #3, located at Post Office Box 855 in the Township of Upper in the County of Cape May and State of New Jersey, herein designated as the Tenant;

WITNESSETH that, the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the premises described in Schedule A (attached) for a term of five (5) years commencing on January 1, 2016, and ending on December 31, 2021, to be used and occupied only and for no other purpose than housing firefighting equipment and providing customary fire fighting services for the residents of Upper Township, and mutual aid localities.

Upon the following Conditions and Covenants:

- PAYMENT OF RENT. The Tenant covenants and agrees to pay to the Landlord, as rent for and during the term hereof, the sum of \$65,000.00 per year (\$325,000.00 for five year term), payable quarterly in equal payments, at the end of each quarter, on the last day of March, June, September and December; provided, however, in the event that the Tenant has not received funds raised by taxation and distributed by the Township of Upper by the due date of the first quarterly payment on March 31st, the first quarterly payment shall be extended until said funds are received.
- REPAIRS AND CARE. The Tenant has examined the premises and has entered into this lease without any representation on the part of the Landlord as to the conditions thereof. The Landlord shall, at the Landlord's own cost and expense, and at the request of the Tenant, make all repairs, including painting and decorating, and shall maintain the premises in good condition and state of repair.
- ALTERATIONS and IMPROVEMENTS. No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, shall be installed in or attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, installed in or attached to the said premises, shall belong to and become the property of the Landlord and shall be surrendered with

the premises and as part thereof upon the expiration or sooner termination of this lease, without hindrance, molestation or injury.

4. UTILITIES. The Landlord shall pay when due all the rents or charges for water or other utilities used by the Tenant, which are or may be assessed or imposed upon the leased premises or which are or may be charged to the Landlord by the suppliers thereof during the term hereof. If the Landlord fails to pay such rents or charges, the Tenant may pay said rents and charges and deduct same from the rent payment next due.

5. COMPLIANCE WITH LAWS, ETC. The Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

6. LIABILITY INSURANCE/INDEMNIFICATION. The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises; for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$250,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with evidence of the payment of the premiums therefore, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefore. The Tenant also agrees to and shall save, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all ~~claims and liability for losses or damage to property or injuries to persons occasioned~~ wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employes, guests, licensees, invitees, subtenants, assignees or successors, or for

any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

7. ASSIGNMENT. The Tenant shall not, without the written consent of the Landlord, assign, mortgage or hypothecate this lease, nor sublet or sublease the premises or any part thereof.

8. USE. It is intended that the Tenant lease the demised premises for the purpose of providing a suitable place for the storage of firefighting equipment and for discharging the Tenant's statutory duty to provide firefighting and emergency services. It is intended that the leased premises shall be occupied by the Marmora Volunteer Fire Company pursuant to a contract with the Tenant for providing said services.

9. MORTGAGE PRIORITY. This lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of canceling this lease, and the term hereof is hereby expressly limited accordingly.

10. CONDEMNATION EMINENT DOMAIN. If the land and premises leased herein, or of which the leased premises are a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant

covenants and agrees to vacate the said premises, remove all of Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designation by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

11. FIRE AND OTHER CASUALTY. In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to an end. In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

12. INSPECTION AND REPAIR. The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

13. REMOVAL OF TENANT'S PROPERTY. Any equipment, fixtures, goods or other property of the Tenant, ~~not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have~~

the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

14. REMEDIES UPON TENANT'S DEFAULT. If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter the said premises and the same have and again possess and enjoy.

15. TERMINATION ON DEFAULT. Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom; by force or otherwise, without liability for damages.

16. NON-LIABILITY OF LANDLORD. The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenant or of the Landlord or the Landlord's or this or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the landlord, of ~~any services to be furnished or supplied by the Landlord.~~

17. NON-WAIVER BY LANDLORD. The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

18. NON-PERFORMANCE BY LANDLORD. This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be effected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

19. VALIDITY OF LEASE. 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 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.

20. NOTICES. All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

21. TITLE AND QUIET ENJOYMENT. The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

~~22. ENTIRE CONTRACT. This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter~~

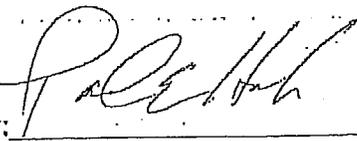
or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

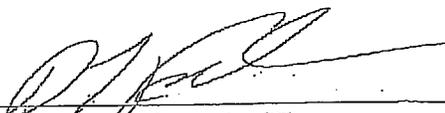
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

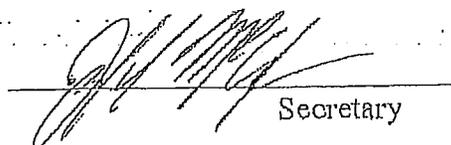
MARMORA VOLUNTEER
FIRE COMPANY

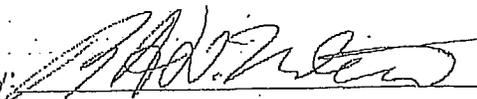

Secretary

By: 

By: 
Chairman, Board of Trustees

BOARD OF FIRE COMMISSIONERS,
UPPER TOWNSHIP DISTRICT #3


Secretary

By: 

Agreement

This Agreement, effective as of the 1st day of January, 2019, between **MARMORA VOLUNTEER FIRE COMPANY**, a non-profit corporation, incorporated under the laws of the State of New Jersey, located at 40 Tuckahoe Road, P.O. Box 127, Marmora, in the Township of Upper, County of Cape May, State of New Jersey, herein designated as the “Company”, and **BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT #3, UPPER TOWNSHIP**, located at P.O. Box 1193, Marmora, in the Township of Upper, in the County of Cape May and State of New Jersey, herein designated as the “Commissioners”.

RECITALS

A. Company was incorporated in the State of New Jersey many years ago for the purpose of furnishing protection to life and property from fire, flood and storm damage within the boundaries of Fire District #3 in Upper Township, New Jersey, and to cooperate and exchange such services with fire companies and departments in neighboring districts and municipalities.

B. For many years, Company has furnished such protection to the citizens of Upper Township and neighboring municipalities, and has acquired assets registered in its own name which are utilized for its above expressed purposes. Among its current assets are real property, including that upon which the fire house is situate in Marmora, various and sundry motor vehicles, fire fighting and life protection equipment, and the like.

C. The Commissioners of Fire District #3, in which the Company is located, have for many years furnished funding and equipment to the Company to be utilized by the Company in providing protection to life and property.

D. The Company is in the process of acquiring a new 2018 Pierce fire fighting pumper

truck, which will require substantial payments during the year 2019, and the Fire District has sufficient funds on hand to provide for the necessary funding.

E. The parties hereto deem it desirable to establish by written contract the terms and conditions upon which the funding for the new 2018 Pierce fire fighting pumper truck shall be provided, and accordingly the parties agree as follows:

1. Company shall continue to furnish adequate protection to life and property from the perils of fire, flood and storm within the boundaries of Fire District #3, as now or subsequently established or constituted, and Company shall be authorized to enter into and maintain cooperative relations with fire companies and departments in neighboring districts and municipalities.

2. As permitted by law, the Commissioners of Fire District #3 shall pay to the company the sum of \$187,489.00 during the year beginning on January 1, 2019 and ending on December 31, 2019, for the sole and exclusive purpose of providing the necessary funding for the payments due that year for the acquisition of the new 2018 Pierce fire fighting pumper truck.

3. In the event that the Company shall cease to provide adequate protection of life and property from fire, flood and storm damage as set forth in this Agreement, for any reason whether voluntary or involuntary, the parties hereby agree that the Commissioners of Fire District #3 shall have the right to take possession of and utilize all of the real property, motor vehicles, fire fighting equipment and the like of the Company, in order that continuing provision can be made for such adequate protection to life and property from fire, flood and storm damage for Fire District #3, Upper Township, New Jersey. This provision shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused

these present to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

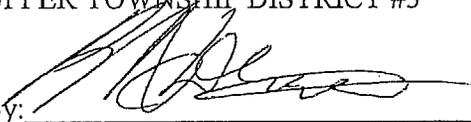
ATTEST:



Secretary

10-23-18
Date

BOARD OF FIRE COMMISSIONERS,
UPPER TOWNSHIP DISTRICT #3

By: 

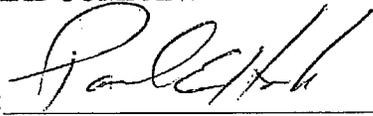
Robert DiNicolantonio, President



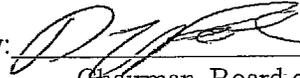
Secretary

10-23-18
Date

MARMORA VOLUNTEER
FIRE COMPANY

By: 

Date

By: 

Chairman, Board of Trustees

Fire District Schedule of Commissioners and Officers (Continued)

Upper Township Fire District #3
Cape May

Name	Title	Average Hours per Week Dedicated to Position	Position	Reportable Compensation from Fire District (W-2/ 1099)			Estimated amount of other compensation from the Fire District (health benefits, pension, etc.)	Total Compensation from Fire District	Names of Other Public Entities where Individual is an Employee or Member of the Governing Body	Positions held at Other Public Entities Listed in Column N	Average Hours per Week Dedicated to Positions at Other Public Entities Listed in Column N	Reportable Compensation from Other Public Entities (W-2/ 1099)	Estimated amount of other compensation from Other Public Entities (health benefits, pension, payment in lieu of health benefits, etc.)	Total Compensation All Public Entities
				Base Salary/ Stipend	Bonus	Other (auto allowance, expense account, payment in lieu of health benefits, etc.)								
1 Robert DiNicollantonio	Chairman	5 X	Commissioner	\$ 595	\$ -	\$ -	\$ 595	Cape May County	Committee	1	n/a	n/a	#VALUE!	
2 Kurt Austin	Vice Chairman	2 X	Commissioner	595	-	-	595	ACV BOD and Cape May County	Facilities Manager and Committee	41	108,739	13,941	123,275	
3 S Douglas Snyder	Treasurer	2 X	Commissioner	595	-	-	595	n/a	n/a	n/a	n/a	n/a	#VALUE!	
4 Jeff McAfee	Secretary	2 X	Commissioner	595	-	-	595	n/a	n/a	n/a	n/a	n/a	#VALUE!	
5 Jeff Pierson Jr	Commissioner	2 X	Commissioner	595	-	-	595	n/a	n/a	n/a	n/a	n/a	#VALUE!	
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
Total:				\$ 2,975	\$ -	\$ -	\$ 2,975				\$ 108,739	\$ 13,941	#VALUE!	

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

Upper Township Fire District #3
Cape May

	# of Covered Members (Medical & Rx)		Annual Cost Estimate per Employee Proposed		# of Covered Members (Medical & Rx) Current Year		Annual Cost per Employee Current Year		\$ Increase (Decrease)		% Increase (Decrease)	
	Proposed Budget	Proposed Budget	Proposed Budget	Proposed Budget	Current Year	Current Year	Current Year	Current Year	Total Current Year Cost	Total Current Year Cost	(Decrease)	(Decrease)
Active Employees - Health Benefits - Annual Cost												
Single Coverage												#DIV/0!
Parent & Child												#DIV/0!
Employee & Spouse (or Partner)												#DIV/0!
Family												#DIV/0!
Employee Cost Sharing Contribution (enter as negative -)												#DIV/0!
Subtotal	0				0							#DIV/0!
Commissioners - Health Benefits - Annual Cost												
Single Coverage												#DIV/0!
Parent & Child												#DIV/0!
Employee & Spouse (or Partner)												#DIV/0!
Family												#DIV/0!
Employee Cost Sharing Contribution (enter as negative -)												#DIV/0!
Subtotal	0				0							#DIV/0!
Retirees - Health Benefits - Annual Cost												
Single Coverage												#DIV/0!
Parent & Child												#DIV/0!
Employee & Spouse (or Partner)												#DIV/0!
Family												#DIV/0!
Employee Cost Sharing Contribution (enter as negative -)												#DIV/0!
Subtotal	0				0							#DIV/0!
GRAND TOTAL	0				0							#DIV/0!

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

n/a
n/a

2019 FIRE DISTRICT BUDGET

Financial Schedules Section

2019 Budget Summary

Upper Township Fire District #3 Cape May

	<i>2019 Proposed Budget</i>	<i>2018 Adopted Budget</i>	<i>\$ Increase (Decrease) Proposed vs. Adopted</i>	<i>% Increase (Decrease) Proposed vs. Adopted</i>
REVENUES AND FUND BALANCE UTILIZED				
Total Fund Balance Utilized	\$ 187,479	\$ -	\$ 187,479	#DIV/0!
Total Miscellaneous Anticipated Revenues	-	-	-	#DIV/0!
Total Sale of Assets	-	-	-	#DIV/0!
Total Interest on Investments & Deposits	200	200	-	0.0%
Total Other Revenue	-	-	-	#DIV/0!
Total Operating Grant Revenue	-	-	-	#DIV/0!
Total Revenues Offset with Appropriations	-	-	-	#DIV/0!
Total Revenues and Fund Balance Utilized	187,679	200	187,479	93739.5%
Amount to be Raised by Taxation to Support Budget	603,355	577,570	25,785	4.5%
Total Anticipated Revenues	791,034	577,770	213,264	36.9%
APPROPRIATIONS				
Total Administration	17,750	16,750	1,000	6.0%
Total Cost of Operations & Maintenance	721,284	459,020	262,264	57.1%
Total Appropriations Offset with Revenue	-	-	-	#DIV/0!
Total Appropriated for Duly Incorporated First Aid/Rescue Squad	-	-	-	#DIV/0!
Total Deferred Charges	-	-	-	#DIV/0!
Cash Deficit, Preceeding Year (N.J.S.A. 40A:14-78.6)	-	-	-	#DIV/0!
Length of Service Award Program (LOSAP) Contribution (P.L.1997,c.388)	52,000	52,000	-	0.0%
Total Capital Appropriations	-	50,000	(50,000)	-100.0%
Total Principal Payments on Debt Service	-	-	-	#DIV/0!
Total Interest Payments on Debt	-	-	-	#DIV/0!
Total Appropriations	791,034	577,770	213,264	36.9%
ANTICIPATED SURPLUS (DEFICIT)	\$ -	\$ -	\$ -	#DIV/0!

2019 Revenue Schedule

Upper Township Fire District #3 Cape May

	2019 Proposed Budget	2018 Adopted Budget	\$ Increase (Decrease) Proposed vs. Adopted	% Increase (Decrease) Proposed vs. Adopted
<i>Fund Balance Utilized</i>				
Unrestricted Fund Balance	\$ -		\$ -	#DIV/0!
Restricted Fund Balance	187,479		187,479	#DIV/0!
Total Fund Balance Utilized	187,479	-	187,479	#DIV/0!
<i>Miscellaneous Anticipated Revenues</i>				
Shared Services (N.J.S.A. 40A:65-1 et seq.)			-	#DIV/0!
Joint Purchasing Agreements (N.J.S.A. 40A:10 & 11)			-	#DIV/0!
Emergency Assistance (N.J.S.A. 40A:14-26)			-	#DIV/0!
Municipal Assistance (N.J.S.A. 40A:14-34)			-	#DIV/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	-	-	-	#DIV/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 & Deposits (List Accounts Separately)</i>				
Certificate of Deposits	200	200	-	0.0%
Investment Account #2			-	#DIV/0!
Investment Account #3			-	#DIV/0!
Investment Account #4			-	#DIV/0!
Total Interest on Investments & Deposits	200	200	-	0.0%
<i>Other Revenue (List in Detail)</i>				
Other Revenue #1			-	#DIV/0!
Other Revenue #2			-	#DIV/0!
Other Revenue #3			-	#DIV/0!
Other Revenue #4			-	#DIV/0!
Total Other Revenue	-	-	-	#DIV/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			-	#DIV/0!
Penalties and Fines			-	#DIV/0!
Other Revenues			-	#DIV/0!
Total Uniform Fire Safety Act	-	-	-	#DIV/0!
<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	-	-	-	#DIV/0!
TOTAL REVENUES AND FUND BALANCE UTILIZED	\$ 187,679	\$ 200	\$ 187,479	93739.5%

2019 Appropriations Schedule

Upper Township Fire District #3 Cape May

	2019 Proposed Budget	2018 Adopted Budget	\$ Increase (Decrease) Proposed vs. Adopted	% Increase (Decrease) Proposed vs. Adopted
<i>Administration - Personnel</i>				
Salary & Wages (excluding Commissioners)	\$ -	-	\$ -	#DIV/0!
Commissioners	\$ 2,975	\$ 2,975	-	0.0%
Fringe Benefits	-	-	-	#DIV/0!
Total Administration - Personnel	2,975	2,975	-	0.0%
<i>Administration - Other (List)</i>				
Professional Fees	13,000	12,000	1,000	8.3%
Office	1,675	1,675	-	0.0%
Utilities	100	100	-	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 Administration - Other	14,775	13,775	1,000	7.3%
Total Administration	17,750	16,750	1,000	6.0%
<i>Cost of Operations & Maintenance - Personnel</i>				
Salary & Wages	-	-	-	#DIV/0!
Fringe Benefits	-	-	-	#DIV/0!
Total Operations & Maintenance - Personnel	-	-	-	#DIV/0!
<i>Cost of Operations & Maintenance - Other (List)</i>				
Contract with Marmora Vol Fire Co	269,105	244,800	24,305	9.9%
Vehicle Lease	140,000	80,000	60,000	75.0%
Building Lease	65,000	65,000	-	0.0%
Contingent Expenses	-	-	-	#DIV/0!
Insurance	30,000	30,000	-	0.0%
Cost of Fire Hydrants	29,700	29,700	-	0.0%
See Attachment	187,479	9,520	177,959	1869.3%
Total Operations & Maintenance - Other	721,284	459,020	262,264	57.1%
Total Operations & Maintenance	721,284	459,020	262,264	57.1%
<i>Appropriations Offset with Revenue - Personnel</i>				
Salary & Wages	-	-	-	#DIV/0!
Fringe Benefits	-	-	-	#DIV/0!
Total Appropriations Offset with Revenue - Personnel	-	-	-	#DIV/0!
<i>Appropriations Offset with Revenue - Other (List)</i>				
Other Expense #1	-	-	-	#DIV/0!
Other Expense #2	-	-	-	#DIV/0!
Other Expense #3	-	-	-	#DIV/0!
Contingent Expenses	-	-	-	#DIV/0!
Other Assets, Non-Bondable #1	-	-	-	#DIV/0!
Other Assets, Non-Bondable #2	-	-	-	#DIV/0!
Other Assets, Non-Bondable #3	-	-	-	#DIV/0!
Total Appropriations Offset with Revenue - Other	-	-	-	#DIV/0!
Total Appropriations Offset with Revenue	-	-	-	#DIV/0!
<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 & 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)	52,000	52,000	-	0.0%
Total Capital Appropriations	-	50,000	(50,000)	-100.0%
Total Principal Payments on Debt Service	-	-	-	#DIV/0!
Total Interest Payments on Debt	-	-	-	#DIV/0!
TOTAL APPROPRIATIONS	\$ 791,034	\$ 577,770	\$ 213,264	36.9%

2019 Appropriation Schedule Continued

**Upper Township Fire District #3
Cape May County**

	<i>2019 Proposed Budget</i>	<i>2018 Adopted Budget</i>	<i>\$ Increase (Decrease) Proposed vs. Adopted</i>	<i>% Increase (Decrease) Proposed vs. Adopted</i>
<i>Cost of Operations & Maintenance - Other (List)</i>				
Emergency Fund Reimburse-	-	9,520	(9,520)	-100.0%
Engine 1530 Hydraulic Generator System				
Capital Appropriation offset	187,479	-	187,479	100.0%
from Restricted Funds-Vehicle Lease				
	<u>187,479</u>	<u>9,520</u>	<u>177,959</u>	<u>1869.3%</u>

2019 Schedule of Salaries and Benefits

Upper Township Fire District #3
Cape May

Administrative Positions Excluding Commissioners (List Individually)	Number of Staff	Annual Wages	2019 Proposed				Employee Group Health Insurance	Other Fringe Benefits	2019 Proposed Budget Fringe Benefits
			Budget Salary & Wages	PERS Contribution	PFRS Contribution	Other Fringe Benefits			
Position #1			\$					\$	
Position #2									
Position #3									
Position #4									
Position #5									
Position #6									
Position #7									
Position #8									
Total Administration			\$	\$	\$	\$	\$	\$	

Operation & Maintenance Positions (List Individually)	Number of Staff	Annual Wages	2019 Proposed				Employee Group Health Insurance	Other Fringe Benefits	2019 Proposed Budget Fringe Benefits
			Budget Salary & Wages	PERS Contribution	PFRS Contribution	Other Fringe Benefits			
Position #1			\$					\$	
Position #2									
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			\$	\$	\$	\$	\$	\$	

Salary Offset by Revenue Positions (List Individually)	Number of Staff	Annual Wages	2019 Proposed				Employee Group Health Insurance	Other Fringe Benefits	2019 Proposed Budget Fringe Benefits
			Budget Salary & Wages	PERS Contribution	PFRS Contribution	Other Fringe Benefits			
Position #1			\$					\$	
Position #2									
Position #3									
Position #4									
Position #5									
Position #6									
Position #7									
Position #8									
Total Offset by Revenue			\$	\$	\$	\$	\$	\$	
Total Administration, Operations & Offset by Revenue			\$	\$	\$	\$	\$	\$	

2019 Proposed Capital Budget

Upper Township Fire District #3
Cape May

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

List Project Separately	Asset Type	Date of Local Finance Board Approval		Date of Voter Approval		Affirmative Vote Percentage	
		Approval	Approval	Approval	Approval	Percentage	Percentage
Capital Improvement #1							
Capital Improvement #2							
Capital Improvement #3							
Capital Improvement #4							
Capital Improvement #5							
Capital Improvement #6							
Capital Improvement #7							
Total Capital Improvements							

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

List Project Separately	Asset Type	Date of Local Finance Board Approval		Date of Voter Approval		Affirmative Vote Percentage	
		Approval	Approval	Approval	Approval	Percentage	Percentage
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

	-	-
	-	50,000
\$	-	\$ 50,000

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

Debt Service Schedule - Principal

Upper Township Fire District #3
Cape May

	Date of Voter Approval	% of Voter Approval	Date of Local Finance Board Approval	Current Year (2018)	2019	2020	2021	2022	2023	2024	Thereafter	Total Principal Outstanding
General Obligation Bonds												
General Obligation Bond #1												\$ -
General Obligation Bond #2												-
General Obligation Bond #3												-
General Obligation Bond #4												-
Total Principal - General Obligation Bonds												
Bond Anticipation Notes												
BAN #1												-
BAN #2												-
BAN #3												-
BAN #4												-
Total Principal - BANS												
Capital Leases												
KME Rescue Pumper Truck												
Capital Lease #2												-
Capital Lease #3												-
Capital Lease #4												-
Total Principal - Capital Leases												
Intergovernmental Loans												
Intergovernmental #1												-
Intergovernmental #2												-
Intergovernmental #3												-
Intergovernmental #4												-
Total Principal - Intergovernmental Loans												
Other Bonds or Notes Payable												
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												
TOTAL PRINCIPAL ALL OBLIGATIONS												
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Upper Township Fire District #3
Cape May

	Current Year (2018)	2019	2020	2021	2022	2023	2024	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>									
KME Rescue Pumper Truck									
Capital Lease #2									
Capital Lease #3									
Capital Lease #4									
Total Interest Payments - Capital Leases									
<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									
TOTAL INTEREST ALL OBLIGATIONS									

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

2019 Fund Balance Reconciliation

Upper Township Fire District #3 Cape May

UNRESTRICTED FUND BALANCE

Beginning balance January 1, 2018 (1)	\$ 40,011
Less: Utilized in 2018 Adopted Budget	-
Proposed balance available	<u>40,011</u>
Estimated results of operations for the year ending December 31, 2018	
Anticipated balance December 31, 2018	<u>40,011</u>
Less: Fund Balance utilized in 2019 Proposed Budget	
Plus: Accrued Unfunded Pension Liability (1)	
Plus: Accrued Unfunded Other Post-Employment Benefit Liability (1)	
Proposed balance after utilization in 2019 Proposed Budget	<u><u>\$ 40,011</u></u>

RESTRICTED FUND BALANCE

Beginning balance January 1, 2018 (1)	\$ 175,688
Less: Utilized in 2018 Adopted Budget	-
Proposed balance available	<u>175,688</u>
Estimated results of operations for the year ending December 31, 2018	
Anticipated balance December 31, 2018	<u>235,208</u>
Less: Restricted Fund Balance used in 2019 Proposed Budget for Capital Purposes	-
Less: Restricted Fund Balance released via Referendum Resolution	<u>187,479</u>
Proposed balance after utilization in 2019 Proposed Budget	<u><u>\$ 47,729</u></u>

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

2019 Referendums

Upper Township Fire District #3
Cape May

Summary of Referendum Line Items	2019 Proposed Budget Amount Requested	2018 Final Budget
Total Referendum Line Items	\$ -	\$ -

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

Summary of Release of Restricted Fund Balance Referendum Line Items	2019 Proposed Budget Amount Requested	2018 Final Budget
Capital Appropriation offset from Restricted Funds-Vehicle Lease	\$ 187,479	
Total Release of Restricted Fund Balance	\$ 187,479	\$ -

2019 Levy Cap Summary

Upper Township Fire District #3 Cape May

LEVY CAP CALCULATION

Prior Year Amount to be Raised by Taxation for Fire District Purposes	\$	577,570
Changes in Service Provider (+/-)		-
DLGS Approved Adjustments		-
Net Prior Year Tax Levy for Municipal Purposes for Cap Calculation		577,570
Plus: 2% Cap Increase		11,551
ADJUSTED TAX LEVY PRIOR TO EXCLUSIONS		589,121

Exclusions

Shared Service Exclusion		-
Change in Total Debt Service Appropriation		-
Allowable Pension Increases		-
Allowable Increase in Health Care Costs		-
Changes in LOSAP Contributions (+/-)		-
Extraordinary Costs due to a "Declared" Emergency		-
Net Capital Improvement Fund and/or Down Payment on Improvements and Reserve for Future Capital Outlays		-
Total Exclusions		-
Less: Cancelled or Unexpended Referendum Amounts		-
Increase in Ratable Valuation (New Construction/Additions)	\$	3,978,200
Prior Year Local Fire District Tax Rate (3 decimals/\$100)	\$0.083	3,302

ADJUSTED TAX LEVY

Amount Utilized from Levy Cap Bank from 2016		10,932
Amount Utilized from Levy Cap Bank from 2017		-
Amount Utilized from Levy Cap Bank from 2018		-
Maximum Tax Levy Before Referendum		603,355
Amount Proposed for Levy Cap Referendum		-
MAXIMUM ALLOWABLE AMOUNT TO BE RAISED BY TAXATION	\$	603,355

CAP BANK CALCULATION

Amount to be Raised by Taxation	\$	603,355
Cap Bank Available from Prior Year (2016) for 2019 Budget		10,932
Cap Bank Available from Prior Year (2017) for 2019 Budget		11,649
Revised Cap Bank from Prior Year (2018) Available for 2019 Budget		11,649
Cap Bank Available from Prior Year (2018) for 2019 Budget		52,220
Revised Cap Bank from Prior Year (2018) Available for 2020 Budget		52,220
Cap Bank from Current Year (2019) Available for 2020 Budget		(10,932)
Cap Bank Available from 2019 for 2020 Budget	\$	0

2019 Levy Cap Exclusion Calculations

Upper Township Fire District #3 Cape May

PENSION CONTRIBUTION CALCULATION

2019 Proposed Budget PERS Contribution Appropriated	\$	-
2019 Proposed Budget PFRS Contribution Appropriated		-
Anticipated Revenues for Fringe Benefits Directly Offsetting Pension Costs		-
Net 2019 Base Amount		-
2018 Adopted Budget PERS Contribution		-
2018 Adopted Budget PFRS Contribution		-
Realized Revenues for Fringe Benefits Directly Offsetting Pension Costs		-
Net 2018 Base Amount		-
Pension Contribution Exclusion	\$	-

LOSAP CALCULATION

2019 Proposed Budget LOSAP Appropriation	\$	52,000
2018 Adopted Budget LOSAP Appropriation		52,000
LOSAP Exclusion (+/-)	\$	-

DEBT SERVICE CALCULATION

2019 Proposed Budget Total Debt Service Appropriation	\$	-
2019 Proposed Budget Debt Service Appropriation Offset from Restricted Fund		-
2019 Proposed Budget Debt Service Appropriation Offset from Grant Revenue		-
2019 Proposed Budget Debt Service Appropriation Offset from Unrestricted Fund		-
2019 Base Amount		-
2018 Adopted Budget Total Debt Service Appropriation		-
2018 Adopted Budget Capital Appropriation Offset from Restricted Fund		-
2018 Adopted Budget Capital Appropriation Offset from Grant Fund		-
2018 Adopted Budget Capital Appropriation Offset from Unrestricted Fund		-
2018 Base Amount		-
Debt Service Exclusion	\$	-

CAPITAL APPROPRIATION CALCULATION

2019 Proposed Budget Total Capital Appropriation	\$	-
2019 Proposed Budget Capital Appropriation Offset from Restricted Fund		187,479
2019 Proposed Budget Capital Appropriation Offset from Grant Revenue		-
2019 Proposed Budget Capital Appropriation Offset from Unrestricted Fund		-
2019 Base Amount		(187,479)
2018 Adopted Budget Total Capital Appropriation		50,000
2018 Adopted Budget Capital Appropriation Offset from Restricted Fund		-
2018 Adopted Budget Capital Appropriation Offset from Grant Revenue		-
2018 Adopted Budget Capital Appropriation Offset from Unrestricted Fund		-
2018 Base Amount		50,000
Capital Expenditure Exclusion	\$	-

HEALTH INSURANCE EXCLUSION CALCULATION

SFY 2019		4.00%
2019 Proposed Budget Administration Health Insurance Appropriation	\$	-
2019 Proposed Budget Operations & Maintenance Health Insurance Appropriation		-
2019 Proposed Budget Group Health Insurance		-
2018 Adopted Budget Administration Health Insurance Appropriation		-
2018 Adopted Budget Operations & Maintenance Health Insurance Appropriation		-
2018 Adopted Budget Group Health Insurance		-
Net Increase (Decrease)		-
Net Increase Divided by 2018 Amount Budgeted = % Increase		0.00%
SFY 2019 State Health Average 4% Less 2% = % Increase Added to Current Levy		0.00%
% Increase less % Increase Exclusion = % Increase Inside Cap		0.00%
% Increase Inside Cap * 2018 Expended = Added Amount Inside Cap	\$	-
% Increase Exclusion * 2018 Expended = 2019 Appropriation Added to Levy	\$	-
Amount Above the Levy Exclusion (Actual Increase - State Health Benefit Average)	\$	-
2019 Increase in Appropriation	\$	-

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:

Upper Township Fire District #3

County:

Cape May

Levy Cap Calculation Summary

2018 Adopted Budget - Amount to be Raised by Taxation	\$	577,570
Cap Bank Available from 2016 (See Levy Cap Certification)		10,932
Cap Bank Available from 2017 (See Levy Cap Certification)		11,649
Cap Bank Available from 2018 (See Levy Cap Certification)		52,220
Cap Bank Used from 2016		10,932
Cap Bank Used from 2017		
Cap Bank Used from 2018		
Changes in Service Provider (+/-)		
DLGS Approved Adjustments		
Cancelled or Unexpended Referendum Amount (Enter as a positive number)		
Assessed Valuation of District for adopted budget		699,485,799
New Ratables - Increase in Valuations (New Construction and Additions)		3,978,200
Adopted Fire District Tax Rate (three decimals) per \$100		\$0.083
Projected Tax Rate based upon Proposed Levy		0.085769137

Form CNC-3 Fire District
(Rev. 8/2015)

CERTIFICATION OF NEW CONSTRUCTION/IMPROVEMENTS/ PARTIAL ASSESSMENTS

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

Municipality: Township of Upper

County: Cape May

Fire District Code: F03

Total Number of Fire Districts: 4

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

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

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

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

\$ 697,871,400 (1)

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

\$ 3,978,200 (2a)

- \$ 0 (2b)

= \$ 3,978,200 (2c)

Murray McCreary, CRA
Assessor Signature

10/11/18
Date

TAX COLLECTOR

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

.083 (3)

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

\$ 3,301.91 (4)

Blonda S. Sharp, CTC
Tax Collector Signature

10/11/18
Date