

EMPLOYMENT AGREEMENT
DEPUTY FIRE CHIEF JOSHUA J. WILSON

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into, this 10th day of April 2025, between the Board of Commissioners (hereinafter the "Board") of and on behalf of the Hopewell Township Fire District No.1 (hereinafter the "District"), a municipal fire district of the State of New Jersey with offices located at 201 Washington Crossing Pennington Road, Titusville, New Jersey 08560, and Joshua J. Wilson, for the position of Deputy Fire Chief (hereinafter "Wilson" or "Deputy Fire Chief).

WHEREAS, Wilson has served the District in the position of Lieutenant of Emergency Services since January 1st, 2020;

WHEREAS, The Board considers Wilson's tenure of service to the District to be exceptional and desires to continue his employment and retain his services as Deputy Fire Chief;

WHEREAS, the Board intends this Employment Agreement to also serve as a retention agreement of sorts, inducing Wilson to continue in the service of the District as Deputy Fire Chief in the future by providing Wilson with job, income, and benefits protection that the Board believes to be appropriate for the position;

WHEREAS, Wilson wishes to remain employed by the District as Deputy Fire Chief and agrees to remain so employed in reliance upon and pursuant to the terms and conditions set forth within this Agreement.

1.0 Effective Date. This Agreement shall become effective as of April 10th, 2025.

2.0 Salary and Compensation. Starting Salary for Deputy Joshua J. Wilson will be \$144,863.00 for 2025, effective date of this Agreement shall be made retroactive to April 10th, 2025. Any further

Salary increase will be decided by the Hopewell Township Board of Fire Commissioners based on, but not limited to, responsibilities for the Deputy Chiefs position and annual evaluations. The Board of Fire Commissioners will begin reviewing the salary increase (if applicable) for the Deputy at the first meeting in August of the year under review and will have a final decision made no later than the first meeting in October of the same year. "Satisfactory" and/or "Meets Expectations" ratings of work performance shall lead to a minimum salary increase of 3.0%. Any more than a 3% increase for each calendar year will be decided by the Board of Fire Commissioners. If a "Does Not Meet Expectations ratings and/or Unsatisfactory work performance review is found for the year, then a less than 3% salary increase can apply at the Boards discretion. If a salary increase is approved by the board, then the rate and/or percentage increase will take effect January 1st of the following year. If the Board of Fire Commissioners does not approve an increase in rate and/or percent for the upcoming year, then the board will give the Deputy Chief a written explanation. Any catch-up payments of retroactive compensation will be made within sixty (60) days of the execution of this Agreement. Wilson's compensation will be adjusted, as necessary, to ensure that his annual base compensation will be \$8,000 higher/greater increase rate and/or percentage (including benefits, longevity, education, and incentives and including Collateral Duties should they be assigned to Fire Captain, Fire Lieutenant, or Fire Official) above the salary established and maintained for the position of Fire Captain, Fire Lieutenant (or the highest Fire Officer position and/or Fire Official that may exist, at any time, within the District) at all times and maintained for the highest ranking Fire Captain, Fire Lieutenant and/or Fire Official position (whichever position commands the higher salary) and the percent and/or rate will ONLY be decided by the Hopewell Township Board of Fire Commissioners.

Wilson's allotted benefit time shall be as follows. Each regular employee shall be entitled to annual leave kept in an annual leave (AL) bank. The AL bank will include all accrued leave based on years of continuous service on January 1st of the calendar year, and all observed holidays. Annual Leave shall be granted to the Deputy Fire Chief as follows and shall not be less generous than the Fire Captain, Fire Lieutenant, and Fire Official contracts.

Annual Leave: Years 20-24: 336 hours Year 25: 376

Any further years of service the Deputy Fire Chief provides the Board beyond Year 25 will be eligible for eight (8) additional hours per year up to a maximum of 400 hours. Annual leave hours not used in the calendar year shall carry over to the following year. Annual Leave shall be able to be sold back in a lump sum at retirement based upon 50% of the accumulated time in bank to a maximum of \$15,000.

Personal Time: 40 hours.

Any personal time unused in a calendar year will be converted into sick time. NO Personal Time shall be paid out at retirement; Personal Time must be used before retirement or will be forfeited at time of Retirement or Resignation from Hopewell Township Fire District No. 1.

Sick Time: 96 hours.

In short, sick leave shall follow the Fire Captain, Fire Lieutenant, and Fire Official contracts and NO Sick Time shall be paid out at retirement; Three (3) sick days can be converted to One (1) Annual Leave day.

3.0 Duties and Authority. The District is the employer of the position of Deputy Fire Chief. Wilson herein agrees to continue full-time employment as a District Deputy Fire Chief, with all rights and authority vested with the position of a Chief Officer within the District. Wilson hereby accepts and is assigned the position of Deputy Fire Chief. Wilson, acting within the scope of his position as

Deputy Fire Chief, shall have such authority as is prescribed by the laws of the State of New Jersey and the provisions of District policy. This Agreement is subject to and shall be interpreted under the laws of the State of New Jersey, the rules and regulations of the State governing the administration of fire districts, and all applicable written Board policies and procedures, all of which are made a part of this Agreement by reference as though fully set forth herein.

4.0 Responsibilities of the Deputy Fire Chief. Wilson, acting within the scope of his position as Deputy Fire Chief and under the direction of the Board, shall be charged with the responsibility of the direction of work-related activities of all District employees; shall serve as the District's Deputy Chief Administrative Officer; and shall present his recommendations concerning any and all personnel matters not specifically covered by District policy directly to the Fire Chief.

5.0 Extent of Service. During the Employment, Wilson, acting within the scope of his position as Deputy Fire Chief, shall devote substantially all of his business time and attention, at times vacation time when appropriate, and absences for sickness excepted, to the business of the Board and District. As Deputy Fire Chief, Wilson shall perform the duties as assigned to him with fidelity and to the best of his ability; and shall perform and discharge such Deputy Fire Chief duties and responsibilities as may be prescribed from time to time by the Board, the District, and the Fire Chief. As Deputy Fire Chief, Wilson shall not, without the express written consent of the Board, directly or indirectly render services of a professional nature to or for any person, firm, or organization for compensation or engage in any practice that competes with the business or interest of either the District or the Board.

6.0 Assigned Vehicle. The district shall make available to the Deputy Fire Chief a District-owned vehicle to be used for District-related business and fire or emergency incident response when possible. The Deputy Fire Chief shall not permit or authorize the operation of the District's

assigned vehicle by any third party, including, but not limited to, the Deputy Fire Chief's spouse or family members. Any operation of the District's assigned vehicle by such third parties is strictly prohibited. The District shall not be liable or responsible for any claims arising from such operation, whether directly or indirectly.

7.0 Professional Meetings & Training. The Deputy Fire Chief is expected to attend professional meetings and training at local, state, and national levels. The board will reimburse the Deputy Fire Chief for the time and reasonable expenses incurred by him during such meetings and/or training, subject to prior approval.

8.0 Tuition Reimbursement. Beginning January 2025, the Board will provide tuition reimbursement for up to 50% of approved tuition costs incurred by the Deputy Fire Chief towards an approved academic program. If assistance is received from outside sources (scholarships, grants, GI Bill, fellowships, etc.), reimbursement is eligible if the cost of the tuition exceeds the amount of assistance received. All courses or tuition are subject to advance approval, and coursework and study must not unreasonably interfere with the Deputy Fire Chief's duties on behalf of the District. After receiving approval, the Deputy Fire Chief must provide proof of course completion and a passing grade to be entitled to tuition and tuition-related expenses reimbursement. Textbooks, late fees and school supplies (other than lab fees associated with an approved course) are not reimbursable. The cost of parking and/or commuting is not reimbursable. Reimbursement of expenses will be made in the year in which the expense was budgeted. This may result in a delay in reimbursement, but will not diminish the Board's obligation to reimburse the expense(s). The number of credits/courses, cost of tuition, and authorized tuition-related expenses associated with each course will be considered and approved/denied by the Board at the

time the request for advance approval of the coursework expense is made. This reimbursement policy will, at all times, be administered in compliance with all applicable laws.

9.0 Longevity and Education. The Deputy Fire Chief position will also be entitled to Longevity payments, as follows: For employment Years twenty (20) through twenty-four (24): 2.25% of base salary; and year twenty-five (25) and beyond: 2.5% of base salary. Education incentive bonus shall be paid as following: Associate's Degree, 0.5%, Bachelor's Degree, 0.75%, Master's Degree, 1% of base salary. Payment will otherwise be made pursuant to the procedures set forth within the agreement between the Board of Fire Commissioners Hopewell Township Fire District No. 1 and the Hopewell Township Fire District No. 1 Fire Lieutenants (the "Fire Lieutenants Contract") and will be part of Wilson's pensionable salary. For purposes of this Agreement, longevity and education payments will be paid to Wilson by pro-rating the annual longevity and education payments into his weekly paycheck for continuous and uninterrupted service after he reaches his anniversary date.

10.0 Retirement. Wilson will be enrolled in the State of New Jersey's Police and Fire Retirement System (PFRS). Commencing upon Wilson's full retirement date, and continuing during the remainder of Wilson's and spouse's lifetime, the District will continue coverage of medical insurance, prescription insurance, dental insurance and eye care for Wilson and his family (i.e., spouse and eligible dependents up to age of 27 years old) and will pay all premiums (i.e. costs) associated with such coverage, to the extent permitted by law. If the then-current law does not permit the continuation of such benefits through the District's group insurance plans, the Board will reimburse Wilson or spouse for the cost of health insurance, dental insurance and eye care benefits he secures for himself and his family (spouse and eligible dependents). Reimbursement will be made on a monthly basis, or the District may agree to directly submit payments to the

insurance provider(s) on Wilson's behalf. In the event of Wilson's death prior to his spouse and eligible dependents, the District will pay all premiums (i.e. costs) associated with coverage as outlined above.

11.0 Employment Rights & Benefits (Generally). Wilson, acting within the scope of his position as Deputy Fire Chief, shall receive at a minimum all rights and benefits afforded in accordance with the Fire Captains, Fire Lieutenants and Fire Official Contract, with the exceptions of items outlined in this agreement. Such rights and benefits include, without limitation, the following: participation in the group health benefits plan, participation in the compensation time buy-back program, education incentive bonus, in-service training, injury leave, insurance, wellness program, jury duty/witness leave, leave of absence, longevity, paid time off, annual leave, bereavement, personal, sick and holiday paid leave, and participation in all annual leave buy-back programs (for personal leave, annual leave, etc.). It is expressly intended that the Tuition Reimbursement terms (as set forth within Section 8) and the Longevity terms (as set forth within Section 9) of this Agreement are to be more generous than the education incentive bonus and longevity terms contained within the Fire Captains, Fire Lieutenants, and Fire Official Contracts.

12.0 Compensatory Time. Any Compensatory Time accumulated prior to June 12, 2025, Deputy Chief Wilson will keep, be eligible to accrue Compensatory Time, but shall not exceed 80 hours in his time bank, and be entitled to use his compensatory time on a time-and-a-half basis for time off. Such compensatory time is **NOT** eligible for "buy back" under the compensatory time "buy back" program, Any Compensatory Time Deputy Chief Wilson has **MUST** be used prior to his retirement date or Resignation from the position. If terminated from Hopewell Township Fire District no. 1 as a Deputy Chief, that all of Joshua Wilson's time will be forfeited at time of termination. All Compensatory Time cannot be changed to any other paid time off such as

Personal, Vacation, Annual Leave, or Sick time. All Compensatory Time cannot be converted to overtime for payment.

13.0 Additional Duties. As Deputy Fire Chief, Wilson shall not serve as the overall Deputy Fire Chief of the District. In the event that the scope of duties of the Deputy Fire Chief are expanded beyond those duties as identified herein and/or by prior practice in the District, the Deputy Fire Chief may request to re-open wage negotiations to obtain compensation for the additional duties.

14.0 Tenure. It is the intent of the Board that the position of Deputy Fire Chief be treated as a "tenured" position once an individual employed in an officer position has remained continuously employed in good standing for five (5) consecutive years. Wilson has earned "tenure" status. Accordingly, Wilson's employment with the District shall be for an indefinite or unlimited duration in which Wilson shall be continuously employed unless he voluntarily resigns or is terminated for Cause, as the term is defined within Section 15 of this Agreement. Accordingly, Wilson has the reasonable expectation of long term, indefinite employment through his intended voluntary resignation or retirement date. Should the Board determine that there is Cause for termination and terminate Wilson's employment for Cause, Wilson shall be entitled to a hearing within forty-five (45) days to appeal the determination in arbitration. Wilson shall be entitled to salary and benefits continuation through the first sixty (60) days of the appeal process, which he shall be required to repay the District if his appeal is unsuccessful. If the arbitration/appeal is successful, Wilson shall be restored to the Deputy Fire Chief position or awarded the equivalent of all salary and benefits he would have earned had he remained continuously employed through his retirement date. For purposes of this Section 14, the mandatory retirement date shall be deemed Wilson's 65th birthday or the birthday that corresponds to the then-current PFRS mandatory retirement age.

15.0 Termination of Employment. This Agreement may be terminated by Wilson upon giving one (1) month's prior written notice to the Board. This Agreement will terminate immediately upon Wilson's death (except healthcare benefits for Wilson's spouse/dependents). The Board and/or District may also terminate this Agreement due to Wilson's "disability." For purposes of this Agreement, the term "disability" shall mean: that (i) Wilson has been incapacitated by bodily injury, illness or disease so as to be prevented thereby from engaging in the performance of his duties as Deputy Fire Chief (provided, however, that the District acknowledges its obligations to provide reasonable accommodation to the extent required by applicable law); and (ii) such total incapacity shall have continued for a period of six (6) consecutive months; and (iii) such incapacity will, in the opinion of a qualified physician, be permanent and continuous during the remainder of Wilson's life or will prevent his return to work within 18 months of the start of the disability leave. The Board and/or District may also terminate this Agreement at any time "for Cause" upon written notice to Wilson. No advance notice is necessary for a "for Cause" termination, except as set forth below. For the purpose of this Agreement, "for Cause" shall mean and include conduct by Wilson amounting to: (i) fraud, dishonesty, gross negligence or intentionally criminal acts, (ii) willful acts of moral turpitude, misconduct or other acts reflecting discredit upon the position of Deputy Fire Chief and/or Wilson and/or the Board or District or (iii) material failure to perform the material duties of his position. In the event of a termination for Cause based upon subsections (i) - (iii) above, the District shall first be required to provide Wilson with written notice of the grounds for Cause and the opportunity to cure the same within fourteen (14) days of the delivery of the written notice to Wilson. Wilson may be immediately relieved of duties, but must be paid full salary and benefits during any notice and cure period. In addition to any other rights and remedies that he

may have, Wilson shall have the right to appeal any for Cause determination through arbitration, pursuant to Sections 14 and 16 of this Agreement.

16.0 Arbitration. Any controversy, dispute, or claim arising out of or relating to this Agreement, or the breach, termination, or validity hereof, shall be submitted to and be finally resolved by arbitration, to be conducted by the American Arbitration Association ("AAA"), with such arbitration to be held in Mercer County, New Jersey in accordance with the AAA Commercial Arbitration Rules. Any award or decision rendered in such arbitration shall be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Except as may be provided to the contrary herein, each party hereto shall pay their share of any and all expensed incurred by such party in connection with such arbitration proceeding, unless otherwise determined by the arbitrator. In the event, Wilson prevails in any arbitration proceeding against the Board and/or District, Wilson shall be entitled to recover all reasonable attorneys' fees and costs (including filing, forum and arbitrators' fees and costs) that he incurred in connection with the arbitration.

Miscellaneous.

17.1 Headings. Section headings contained in this Agreement are for reference purposes only and shall not, in any way, affect the meaning or interpretation of this Agreement.

17.2 Entire Agreement. This Agreement, together with all exhibits referred to herein, if any, constitutes the entire Agreement between the parties and superseded all oral and written agreements, if any, between the parties.

17.3 Amendment. This Agreement may not be amended orally, but only by an instrument in writing, duly executed by the parties hereto.

17.4 Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, representatives, successors and assigns of the parties hereto; provided, however, that neither the duties or responsibilities of the Deputy Fire Chief, nor any right to receive payments, shall be assigned or transferred, in whole or in part, by Wilson. The District agrees that it will require any successor (including, without limitation, by merger, operation of law, consolidation, assignment or purchase of all or substantially all of the assets of the District) to assume expressly and agree to perform this Agreement.

17.4 Severability. If any of the provisions of this Agreement are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

17.5 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. Additionally, the venue of any arbitration or court proceeding shall be within Mercer County, New Jersey.

17.6 Notices. All notices, consents, waivers, or communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally, sent by Federal Express or similar overnight service, or certified mail, return receipt requested, postage prepaid, to the parties as follows:

If to the District:

Stark & Stark, P.C.

100 American Metro Boulevard

Hamilton, NJ 08619

Attn: Kevin M. Hart, Esq.

and

Chairperson Hopewell Township Board of Fire Commissioners

201 Washington Crossing-Pennington Road

Titusville, NJ 08560

and

If to Deputy Fire Chief:

Joshua J. Wilson

17.8 Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or its enforceability. No term or provision hereof shall be deemed waived, and no breach of contract shall be excused unless such waiver or consent is in writing.


17.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute but one instrument.

IN WITNESS WHEREOF, we affix our signatures to this Agreement as the full and complete understanding of this contractual relationship between the parties hereto.

Hopewell Township Board of Fire Commissioners
Erick Burd, Chairperson



Hopewell Township Fire District No.1
Joshua J. Wilson, Deputy Fire Chief



7/10/25

**BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1**

RESOLUTION 2025-62

**A RESOLUTION AUTHORIZING TO ENTER INTO AN EMPLOYMENT
AGREEMENT WITH DISTRICT
DEPUTY FIRE CHIEF JOSHUA J. WILSON**


WHEREAS, a review of the term of compensation in the current employment agreement between the Board of Fire Commissioners and Deputy Fire Chief Joshua J. Wilson was completed by the Board of Fire Commissioners and Deputy Fire Chief Wilson; and,

WHEREAS, terms for a new agreement have been mutually agreed upon and accepted by all parties; and,

NOW THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Hopewell Township Fire District No. 1, Mercer County, hereby approves the employment contract with Deputy Fire Chief Joshua J. Wilson and show in effect as of April 10, 2025.

RECORD OF BOARD VOTE ON PASSAGE

Commissioner	Moved	Second	Aye	Nay	Abstain	Absent
Tomaro			✓			
Jones		✓	✓			
Rodriguez, Jr.						✓
Novak	✓		✓			
Burd						✓



Mr. Christopher Jones, Secretary
Thursday, July 10, 2025

A CERTIFIED COPY