

Employment Agreement
Hopewell Township Fire District No. 1
and
Andrew J. Fosina, Jr.

Effective January 1, 2026

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into, this December 4, 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 Andrew J Fosina Jr, for the position of Fire Official (hereinafter "Fosina" or "Fire Official").

WHEREAS Fosina served the District from March 5, 2006, to the present day first as an Emergency Services Specialist until December 15. 2015 when he was promoted to Fire Official.

WHEREAS The Board considers Fosina's tenure of service to the District and desires to continue his employment and retain his services as Fire Official.

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

Definitions

1. **"Emergency"** means any situation which jeopardizes the public health, benefit, safety and welfare, as defined by State Law or Township Ordinance; and requires limited (in scope and duration) and temporary alteration of scheduled work hours, shifts, and/or personnel assignments.
2. **"Chief"** means the Chief of the Hopewell Township Fire District No1.
3. **"Business Day"** means any day that is not a Saturday, Sunday, or legal holiday (Federal, State, or Township Holiday). **"Day"** or **"Working Day"** means an eight (8) hour day or as otherwise specifically set forth herein.
4. **"Paid Time Off" (PTO)** is defined as benefit time that includes paid days off for annual leave and holidays.
5. **"Grievance"** means any dispute, controversy or issue involving the interpretation, application or violation, (alleged or otherwise), of any provision of this Agreement or regarding any term and condition of employment or the application of any policies, rules, regulations, ordinance and/or statute which affects working conditions.
6. **"Longevity"** means years of continuous service with Hopewell Township Fire District No.1 and or it's successors.
7. **"Supervisor"** means an employee holding the rank of Lieutenant or above.
8. **"Grievance Person"** means any member of the Association appointed by the President of the Association to serve as a Grievance Person.
9. **P.E.R.S.** means Public Employee Retirement System.

10. "Seniority" means the accumulated length of service with the District.
11. "Designee" means a person authorized to perform certain duties on behalf of someone else; a person that has been designated (officially chosen to do a particular assignment).
12. "Vacancy" means any position that is open due to separation. A vacancy for shift and unit bidding purposes shall be defined as an open shift and unit assignment created due to a retirement, termination, separation from employment, promotion, death.
13. "Temporary Vacancy" means any position that is open due to long term injury or illness (>21 days).
14. "Training Program" means mandatory fire training, or optional training approved by the District that is educational or provides a certification or continuing educational credits. This does not include conventions, fundraisers, and/or social events.
15. Mutual Aid: A single incident where additional resources are requested from other jurisdictions.

1. The Fire Official shall be an exempt employee of the District and not eligible overtime.
2. Salary and Compensation. The annual salary for Fire Official Andrew J. Fosina, Jr. will be \$133,500.00 for 2026. This agreement shall be made retroactive January 1, 2026. Any payments of retroactive compensation will be made within sixty (60) days of the execution of this Agreement. Further Salary increase will be decided by the Hopewell Township Board of Fire Commissioners based on, but not limited to the job description, responsibilities position and annual evaluations for the Fire Official. The Board of Fire Commissioners will begin reviewing the salary increase for the Fire Official 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 a percent increase below 3% for the upcoming year, the board will give the Fire Official a written explanation

at by the end of the first meeting in October. The Fire Official's compensation will be adjusted, as necessary, to ensure that his annual base compensation will be at least 7.5% higher/greater than the highest compensated Emergency Services Specialist. The compensation will include benefits, longevity, education, and incentives added to their base salary. The Fire Official will be eligible to earn comp-time up to a maximum bank of 80 hours. Any Compensatory Time accumulated by Fosina 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 the Fire Official has MUST be used prior to his retirement date or resignation from the department. If terminated from Hopewell Township Fire District No. 1 as the Fire Official, that all Fosina's compensation time will be forfeited at time of termination. Compensatory time cannot be changed to any other paid time such as Personal, Vacation, Annual Leave, or Sick Time. Compensatory time cannot be converted to overtime payment.

3. Benefit Time – Fosina's allotted benefit time shall be as follows. Beginning January 1, 2026, AL & Holiday pay shall be combined into one paid time off bank (PTO) and provided as follows:

Years of service 20-24: 336 hours, 25th year of service: 376 years of service beyond 25 years an additional eligible for eight (8) per year up to a maximum of 400 hours per year. Annual leave shall be allocated in an PTO bank. The PTO bank will include all accrued leave based on years of continuous service on January 1st of the calendar year, and all observed holidays. At retirement or separation from the district, any remaining time in the PTO Leave bank shall be able to be paid to Fosina in a lump sum based upon 50% of the accumulated time in bank to a maximum value of \$15,000.

Personal Time: 40 hours of personal time is provided annually in January for use in the current employment year. Personal time shall not carry over to following years. Any unused personal time in a calendar year will be converted into sick time. Personal Time shall not be paid out at retirement; Personal Time must be used before retirement or will be forfeited at time of retirement or separation from Hopewell Township Fire District No.

1.

Sick Time: 96 hours granted annually. Sick Time shall not be paid out at retirement; Three (3) sick days can be converted to One (1) Annual Leave Day.

4. Duties and Authority. The district is the employer of the position of Fire Official. Fosina herein agrees to continue full-time employment as a District as the Fire Official, with all rights and authority vested with the position of Fire Official within the District. Fosina, acting within the scope of his position as Fire Official, 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.
5. Responsibilities of the Fire Official. Fosina, acting within the scope of his position as Fire Official and under the direction of the Board, shall be charged with the responsibility of enforcing the NJ Fire Safety Act and the direction of all work-related activities of all District employees licensed/certified to enforce the NJ Fire Safety Act and Uniform Fire Code; and shall present his recommendations concerning any and all personnel matters not specifically covered by District policy directly to the Fire Chief.
6. Extent of Service. During Fosina's employment, acting within the scope of his position as Fire Official, 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. Fosina shall perform all of the duties of Fire Official and as assigned to him by the Board with fidelity and to the best of his ability; and shall perform and discharge the duties and responsibilities of Fire Official as may be prescribed from time to time by the Board, the District, and the Fire Chief. As Fire Official, Fosina 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.

7. Assigned Vehicle. The district shall make available to the Fire Official a District-owned vehicle to be used for District-related business and fire or emergency incident response when possible. The Fire Official shall not permit or authorize the operation of the District's assigned vehicle by any third party, including, but not limited to, the Fire Official'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.
8. Tuition Reimbursement. Beginning January 2026, the Board will provide tuition reimbursement for up to 50% of approved tuition costs incurred by the Fire Official 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 Fire Official's duties on behalf of the District. After receiving approval, the Fire Official 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. Longevity and Education. The Fire Official 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 be part of Fosina's pensionable salary. For purposes of this Agreement, longevity and education payments will be paid to Fosina by pro-rating the annual longevity and education payments into his bi-weekly paycheck for continuous and uninterrupted service after he reaches his anniversary date. All Fire Officials who were originally hired on or after January 1, 2021 shall not be eligible for longevity benefits.
10. Leave of Absence Without Pay. The Board, upon written application setting forth the reason for the request, may grant employees covered by this Agreement a leave of absence without pay for a maximum period of one (1) year. The Board may grant further leave, in its sole discretion and in exceptional situations, when it is deemed by the Board to be in the public interest to do so. An employee on an unpaid leave of absence may continue to receive health and medical, etc. benefits at the active employee rate for such coverage/benefits, but will be responsible for paying for the cost of the benefits at the active employee rate, to the extent permitted by the insurance policies, on a monthly basis. Said payment shall be made thirty (30) days in advance so as to coincide with the billing

period as established by the carriers. Failure to timely make payment contributions may result in the termination of coverage.

11. Insurance. The Board shall provide all employees and their families' hospitalization and sickness insurance under the New Jersey State Health Benefit Program. The Board shall provide all employees and their families a prescription drug plan under the New Jersey State Health Benefit program. The Board shall provide all employees and their families a vision care reimbursement not to exceed \$300.00 per year. In the event that an employee waives insurance coverage, the employee is entitled to receive 25% or \$5,000, (of annual District contribution) whichever is less. Payment will be issued in a separate check in the 26th pay period of the year.
12. Retirement. Fosina shall be enrolled in the State of New Jersey's Public Employees Retirement System (PERS). Commencing upon Fosina's full retirement date, and continuing during the remainder of Fosina's and spouse's lifetime, the District will continue coverage or if Fosina had either waived or been denied healthcare coverage during employment, Fosina may enroll in medical insurance, prescription insurance, dental insurance and eye care for Fosina and his family (i.e., spouse and eligible dependents up to age of 27 years old) the employee may choose single, spouse, or family coverage at retirement and will pay all premiums (i.e. costs) associated with such coverage, to the extent permitted. If the then-current law does not permit the continuation of such benefits through the District's group insurance plans, the Board will reimburse Fosina 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 Fosina's behalf. In the event of Fosina's death prior to his spouse and eligible dependents, the District will pay all premiums (i.e. costs) associated with coverage as outlined above.

13. Employment Rights & Benefits (Generally) Fosina, acting within the scope of his position as Fire Official, shall receive at a minimum all rights and benefits afforded in accordance with any position below the rank of Deputy Chief, 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 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. 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 and Fire Lieutenants Contracts.
14. Additional Duties. The Fire Official of the District shall be the chief code enforcement officer. In the event that the scope of duties of the Fire Official is expanded beyond those duties as identified herein and/or by prior practice in the District, the Fire Official may request to re-open wage negotiations to obtain compensation for the additional duties.
15. Tenure. It is the intent of the Board that the position of Fire Official 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. As Fosina has been employed as the Fire Official since December 17, 2015 he has earned "tenure" status. Accordingly, Fosina's employment with the District shall be for an indefinite or unlimited duration in which Fosina 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, Fosina 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 Fosina's employment for Cause, Fosina shall be entitled to

a hearing within forty-five (45) days to appeal the determination in arbitration. Fosina 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, Fosina shall be restored to the Fire Official position and 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 15, the mandatory retirement date shall be deemed Fosina's 65th birthday or the birthday that corresponds to the then-current PERS mandatory retirement age.

16. Termination of Employment. This Agreement may be terminated by Fosina upon giving one (1) month's prior written notice to the Board. This Agreement will terminate immediately upon Fosina's death (except healthcare benefits for Fosina's spouse/dependents). The Board and/or District may also terminate this Agreement due to Fosina's "disability." For purposes of this Agreement, the term "disability" shall mean: that (i) Fosina has been incapacitated by bodily injury, illness or disease so as to be prevented thereby from engaging in the performance of his duties as Fire Official (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 Fosina'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 Fosina. 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 Fosina 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 Fire Official and/or Fosina 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 Fosina 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 Fosina. Fosina 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, Fosina shall have the right to appeal any for Cause determination through arbitration, pursuant to Sections 14 and 16 of this Agreement.

17. 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 expenses incurred by such party in connection with such arbitration proceeding, unless otherwise determined by the arbitrator. In the event, Fosina prevails in any arbitration proceeding against the Board and/or District, Fosina 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.

18. Miscellaneous.

- a) **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.
- b) **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.
- c) **Amendment.** This Agreement may not be amended orally, but only by an instrument in writing, duly executed by the parties hereto.
- d) **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 Fire Official, nor any right to receive payments, shall be assigned or transferred, in whole or in part, by Fosina. 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.
- e) **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.
- f) **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.
- g) **Retirement Recognition:** The Hopewell Township Board of Fire Commissioners agrees to release to retirement Officers who complete twenty (20) or more years of

employment with the District as an expression of appreciation and gratitude for the years of faithful service rendered to the community, the following items:

- i. Badges, Class A uniform, and helmet with shield
- h) The Hopewell Township Board of Fire Commissioners hereby authorizes the Fire Official to obtain an annual physical examination without the need to use personal benefit time to complete the physical examination. If there is any expense to the operational officer, such as a co-pay, the Board will reimburse the employee for the full expense.
- i) 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

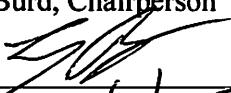
Fire Official: Andrew J. Fosina, Jr. to his permanent address on file with the District.

- j) 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.
- k) 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



Date: 12/4/25

Andrew J. Fosina, Jr., Fire Official



Date: 12-4-2025

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

RESOLUTION 2025-102

**A RESOLUTION AUTHORIZING TO ENTER INTO AN EMPLOYMENT
AGREEMENT WITH DISTRICT FIRE OFFICIAL ANDREW FOSINA**

WHEREAS, a review of the term of compensation in the current employment agreement between the Board of Fire Commissioners and Fire Official Andrew Fosina was completed by the Board of Fire Commissioners and Fire Official Andrew Fosina; 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 Fire Official Fosina and show in effect as of January 1, 2026.

RECORD OF BOARD VOTE ON PASSAGE

Commissioner	Moved	Second	Aye	Nay	Abstain	Absent
Tomaro		X	X			
Swanson			X			
Rodriguez, Jr.						X
Novak	X		X			
Burd			X			

Peter Swanson

Peter Swanson, Secretary
Thursday, December 4, 2025

A CERTIFIED COPY

Title	2025-102 Resolution Entering Into Agreement with Fire...
File name	2025-102_Resoluti...ficial_Fosina.pdf
Document ID	b1544863f186304111615d08f9a92bd2d9f59254
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	12 / 05 / 2025 16:22:05 UTC	Sent for signature to Peter Swanson (pswanson@ufcrs.org) from jkarpiscak@hopewelltwpfire.org IP: 173.61.41.5
 VIEWED	12 / 05 / 2025 16:45:01 UTC	Viewed by Peter Swanson (pswanson@ufcrs.org) IP: 199.231.179.2
 SIGNED	12 / 05 / 2025 16:45:08 UTC	Signed by Peter Swanson (pswanson@ufcrs.org) IP: 199.231.179.2
 COMPLETED	12 / 05 / 2025 16:45:08 UTC	The document has been completed.