

**Proposed Scope of Services**  
**Town of Monterey Solar Project**  
**December 13, 2022**

**Background**

The Monterey Renewable Energy Working Group (REWG) was established by the Monterey Select Board in December, 2021. The Group is “tasked with researching the potential for renewable energy projects in all aspects—cost, funding, maintenance, environmental, economic and aesthetic impact, etc. and reporting back to the Select Board.”

The REWG is considering the development of rooftop solar on town buildings as well as ground-based solar installations. We are also interested in Community Shared Solar (CSS) and other options for utilization of the renewable energy created.

There are two municipal buildings that may be suitable for rooftop solar:

Monterey Firehouse (411 Main Road, Monterey, MA 01245). The Firehouse can accommodate a rooftop array sized at 91.4 kW DC, output 110,705 kWh / year. The adjacent Pavilion (Fox Hill Road, Monterey, MA 01245) can accommodate a rooftop array sized at 122.6 kW DC, output 149,834 kWh / year. These buildings and real estate parcels are owned by the not-for-profit Monterey Fire Company LLC, whose members are Monterey firefighters.

The town Highway Department buildings (corner of Curtis and Gould Roads) also have rooftop potential, although they are a half-mile from existing three-phase power lines. The Highway Dept. garage can accommodate a rooftop array sized at 60.9 kW DC, output 75,667 kWh / year. The Highway Dept. salt shed can accommodate a rooftop array sized at 58.6 kW DC, output 72,813 kWh / year. These buildings and real estate parcels are owned by the Town of Monterey.

The above preliminary power data is taken from <https://pvwatts.nrel.gov/pvwatts.php>.

The total potential output for rooftop solar installations on these town buildings is the equivalent of 57 residential solar arrays at 6 kW. This may be too little to attract established solar energy developers, yet it is enough to have a significant impact on town energy use, and may offer town control of various aspects of local power generation—cost, funding, ownership, maintenance, storage, and distribution.

### **Scope**

The Town has awarded the REWG an ARPA grant of \$15,000 to hire a consultant to advise the REWG how best to pursue its objectives. Given the above preliminary assessment of rooftop solar potential for municipal buildings in Monterey, together with the limited potential for large- and utility-scale, ground-mount solar installations, the scope of services, in order of priority, sought from the consultant is as follows:

#### **Assess various plans to develop this rooftop power generation. Considerations are:**

- **Cost:** What are potential sources of grant funds? Matching grants? Private developer funds? What is the impact of the federal Inflation Reduction Act? What issues of cost and control might motivate voters to raise and appropriate the necessary funds? What role might an ad hoc fund drive play?
- **Ownership:** What is the optimal ownership structure? Third party with lease? Fire Co. LLC ownership? Town of Monterey? Developer?
- **Maintenance:** What is the projected serviceable life of the generating hardware? Who monitors performance, does repair, decides on upgrades? What is the source of maintenance funds?
- **Storage:** Assess cost/benefit of battery storage, including fire safety, resilience in the face of potential grid failure, etc.
- **Distribution:** Who can/should receive or buy this clean, locally generated energy? Should this be a so-called Community Shared Solar project? Should there be an income threshold for

participation, in support of households unable to afford the cost of residential solar? Should residences without solar potential have priority?

- **Power Purchase Agreement:** What considerations are there in structuring this with a municipality?
- **Municipal Aggregation:** Colonial Power Supply is the consultant for Monterey's Municipal Aggregation Plan; Dynegy Energy Services is the town's current power supplier under this plan. How does this affect any potential CSS plan?
- **Any other matters** the consultant considers relevant or useful to the REWG's consideration of solar development.

**Create RFP for rooftop solar on the above-mentioned Town buildings, after resolving the above issues.**

**Identify and assess solar energy potential at sites suitable for ground-mount solar facilities** at scale, on private or other public property, and assist in creation of development plans for any such project, whether publicly or privately owned.

The REWG is working with the **UMass Clean Energy Extension Program** to develop a preliminary report and data with respect to the above. The consultant will coordinate its work with UMass CEE to avoid duplication of effort.

The REWG seeks a **final report on or before April 1, 2023**, in time to place an article on the warrant for the Annual Town Meeting in May, 2023, if deemed necessary and appropriate for Town approval of terms and funding for projects proposed by the consultant and adopted by the REWG.

The consulting agreement would be a **fixed price contract for \$15,000**.

Police Detail Policy:

Beginning January 1, 2023 all Monterey police department employees will be paid in the next scheduled payroll for any details ~~working~~ worked in the Town of Monterey. All non-Monterey police department employees and all details worked outside of the Town of Monterey will continue to be paid once payment is received from the vendor. All vendors will be required to pay within 30 calendar days of the invoice date.

please vote to accept

Justin's copy



**TOWN OF MONTEREY**

435 Main Rd. P.O. Box 308  
Monterey, MA 01245

**CONTRACT**

Contract made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **TOWN OF MONTEREY** and **BRIAN FAHEY, CHIEF OF POLICE** of the **MONTEREY POLICE DEPARTMENT**.

NOW, THEREFORE, the Select Board, acting as the chief executive officer of the **TOWN OF MONTEREY**, and, Brian Fahey, as the **CHIEF OF POLICE** hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said **BRIAN FAHEY** shall be entitled to as **CHIEF OF POLICE** of the **MONTEREY POLICE DEPARTMENT**. In addition, this position is also governed by the Job Description for the Police Chief of the Town of Monterey and all Massachusetts General Law governing this position.

**LENGTH OF CONTRACT**

This Contract shall be for a 6 month term commencing **January 1, 2023 through June 30, 2023**. Extension beyond June 30, 2023 will require a new contract.

**COMPENSATION**

The CHIEF OF POLICE, an FLSA and Massachusetts Wage Act exempt position, shall receive the sum of **\$42,544.50** as salary for the 6 month term of this Contract, and shall receive at least the same number of sick days, vacation days, holiday pay, uniform, cleaning allowance, and all other benefits as do exempt full-time employees of the TOWN OF MONTEREY. In addition, the provisions of M.G.L. Ch. 147, Sec. 17F (attached hereto), shall apply. The CHIEF shall receive on call pay for coverage from 12:00AM-8:00AM@ the rate of \$100.00/week for each week of coverage.

The CHIEF OF POLICE agrees that because this is his primary employment he will not become employed in any position which would impact in an adverse manner upon this responsibility or which would constitute a conflict of interest or violation of the ethics laws.

**DUTIES**

The CHIEF shall have all the powers given to him under this Agreement or otherwise assigned to him from time-to-time by the Select Board, a CHIEF OF POLICE under the provisions of M.G.L. Ch. 41, Sec. 97, as may from time to time be amended.

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Commented [DB2R1]: Justin, just fyi, typically all Chiefs are deemed to be on call 24/7 and that is taken into account in setting his salary. They do not typically get something above the salary for being on call at night.

Commented [DB3]: Justin, you'll want to confirm that the Town accepted this statute by vote of town meeting

His duties shall include but not be limited to the following:

1. The CHIEF shall supervise the daily operation of the Police Department.
2. The CHIEF shall supervise all departmental personnel.
3. The CHIEF shall prepare the Police Department annual budget and submit the proposed annual budget to the Select Board, the Finance Committee, and the Town Administrator.
4. The CHIEF shall give reports to the Town Administrator in writing when requested, or at a minimum quarterly (four times per year).
5. The CHIEF shall be responsible for all departmental expenditures, disbursements and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the Bylaws of the TOWN OF MONTEREY.
6. The CHIEF shall supervise and be in charge of all equipment and property used by the Police Department, including vehicles belonging to the Police Department of the TOWN OF MONTEREY.
7. The CHIEF shall establish uniform specifications for the Police Department. Such uniform specifications shall specify the items that constitute the uniform, as well as the grade, quality and/or number of units of each uniform item so specified.
8. The CHIEF shall establish weapons and ammunition specifications for the Police Department. The officers of the Department shall carry only those weapons and ammunition as authorized by the CHIEF OF POLICE.
9. The CHIEF shall be in charge of all fulltime, part-time, reserve/intermittent, and special police officers in the TOWN OF MONTEREY. The CHIEF shall meet with them on a regular basis.
10. The CHIEF shall be responsible for encouraging and allowing for the professional growth, development, education and training of all other police officers on the Police Department.
11. The CHIEF shall be in charge of and responsible for the carrying out of all programs sponsored or hosted by the Police Department, including but not limited to training programs for departmental personnel, safety programs for elementary-school children, and "Neighborhood Watch" programs.
12. The CHIEF shall be responsible for and have the power to maintain the discipline of the departmental personnel, the assignment to shifts and duties of all departmental personnel, and shall have all the powers as to discipline conferred upon Chiefs of Police by statute in this Commonwealth.
13. The CHIEF shall be available for hearings before any Board of the Town at which the Police Department is required to appear. The CHIEF shall attend all Annual Town Meetings, and Special Town Meetings when necessary.
14. The CHIEF shall perform the duties of the Animal Control Officer.
15. The CHIEF shall perform the duties of the Harbor master.
14. The CHIEF shall be in charge of the Black Board Connect mass notification system.

#### **HOURS OF WORK**

1. The CHIEF agrees to devote that amount of time and energy which is reasonably necessary for the CHIEF to faithfully perform the duties of the CHIEF OF POLICE under this Contract.

2. The CHIEF agrees to work at least forty hours per week for as the on-duty patrol officer in the TOWN OF MONTEREY, including his responsibilities as the on-duty patrol officer.

3. Policing is a twenty-four hour, seven day a week operation and because of the serious nature and sensitivity of the work, it is recognized that the duties of the CHIEF OF POLICE will require that he schedule himself to work those hours necessary to accomplish the responsibilities of the position. These hours will require time outside of normal office hours, and as a result, the CHIEF OF POLICE may adjust his normal office hours accordingly as he deems appropriate such that the CHIEF reasonably determines it will least adversely impact Departmental operations to provide a sufficient amount of time for personal leisure, taking into account the policing needs of the TOWN.

#### INSURANCE

The TOWN OF MONTEREY agrees to furnish at its expense professional liability insurance for the CHIEF OF POLICE with liability limits of \$1 million per occurrence/\$3 million annual aggregate.

#### INDEMNIFICATION

Subject to the terms and provisions of M.G.L. c. 258, § 9 and all other applicable law, the TOWN shall defend, save harmless and indemnify the CHIEF OF POLICE against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as CHIEF OF POLICE, even if said claim has been made following his termination from employment, provided that the CHIEF OF POLICE acted within the scope of his duties. Subject to the provisions of said statute, the TOWN shall pay the amount of any settlement or judgment rendered thereon. The TOWN may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the CHIEF OF POLICE. The TOWN shall reimburse the CHIEF OF POLICE for any reasonable attorneys' fees and costs incurred by him in connection with such claims or suits involving him in his professional capacity. This section shall survive the termination of this Agreement.

#### PROFESSIONAL DEVELOPMENT

1. The TOWN OF MONTEREY recognizes its obligations to the professional development of the CHIEF OF POLICE and agrees that the CHIEF OF POLICE shall be given adequate opportunities to develop his skills and abilities as a law-enforcement administrator; accordingly, the CHIEF OF POLICE will be allowed to attend the New England Chiefs of Police Conference and will be reimbursed by the TOWN for reasonable expenses incurred while attending or traveling to the conference. The TOWN also agrees to budget and pay for travel and subsistence expenses of the CHIEF OF POLICE for short courses, institutes and seminars that, in his reasonable judgment and as approved by the Select Board, are necessary for his professional development.
2. The TOWN agrees to budget and pay for professional dues and subscriptions related to the professional growth, development, education and training of the CHIEF OF POLICE, as approved by the Select Board.

#### AUTOMOBILE

1. The TOWN shall provide a police vehicle for unrestricted and exclusive use by the CHIEF OF POLICE and all attendant operating and maintenance expenses and insurance. This vehicle is to be used by the CHIEF OF POLICE in connection with the performance of his duties as CHIEF OF POLICE. It shall be equipped with all emergency equipment necessary and appropriate for response by the CHIEF OF POLICE to emergency calls or calls for police assistance.
2. The CHIEF OF POLICE may upon mutual agreement of both parties use his own private automobile for his use as CHIEF OF POLICE. The TOWN shall pay all allowable and appropriate expenses for such vehicle use.

### **DISCIPLINE AND DISCHARGE**

During the term of this Agreement, the CHIEF OF POLICE may be disciplined for just cause upon proper notice and hearing. Just cause for the purposes of this Agreement means willful breach or habitual neglect of his duties, or an act of moral turpitude, gross negligence, willful misconduct, willful misfeasance, or material breach of this Agreement. The principle of progressive discipline is generally applicable, but the TOWN reserves the right to terminate the CHIEF OF POLICE's employment without the imposition of prior discipline if circumstances warrant.

The TOWN may terminate the contract with the CHIEF at any time prior to the expiration of the term of the Agreement and only for just cause. The TOWN shall institute removal proceedings in the following manner:

1. Termination will be by notice and hearing as required by law. At least ten (10) days prior to any hearing, as referred to below in subparagraph 2, the CHIEF OF POLICE shall be provided in writing with the charge(s) made against him, and the evidence which supports said charges, in such specificity so that the CHIEF OF POLICE may understand and prepare his defense.
2. After ten (10) days following delivery and receipt of the charges and specifications, as described above in subparagraph 1, on a specific date and time and at a place specified in the written notice, the Select Board will conduct a hearing, and the CHIEF OF POLICE will be given an opportunity to respond to the charges. The hearing will be public or private at the discretion of the CHIEF OF POLICE. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the CHIEF OF POLICE in accordance with subparagraph 1 above. During the hearing, the CHIEF OF POLICE shall have the right to be represented by a representative of his choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments. In its decision, the Select Board shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented. The CHIEF OF POLICE shall be provided with a written notice of the findings and decision of the Select Board and such notice shall include the relevant facts and reasons for their findings.

Should the CHIEF OF POLICE resign his position at any time prior to the expiration of the term of this Agreement, he shall notify the Select Board in writing. If the CHIEF OF POLICE is leaving office due to retirement, he shall provide the TOWN with one year (365 days), or a lesser amount of time as determined by the Select Board, to allow the Town to consider the appointment of a replacement. Termination by the CHIEF OF POLICE for any other reason will require a minimum of ninety (90) days' prior notice, or such lesser time as is agreed to by the Select Board.

**Commented [DB4]:** Justin, I don't recommend that we give him a car and also allow him to use his private car. In all the contracts I've worked on, Chiefs get one or the other.



## VACATION

1. The Chief is entitled to four (4) weeks of vacation time, a week as defined in the Employee Manual, prorated for the duration of this contract, and subject to previous vacation accrual during his employment with the Town.
2. Upon retirement of the CHIEF OF POLICE, in addition to all other benefits, the CHIEF OF POLICE shall be entitled to be paid for unused prorated vacation time in accordance with the established policy for Town employees.
3. Prior to taking any vacation leave by the CHIEF OF POLICE, the CHIEF OF POLICE shall advise the Town Administrator of the name of the Officer-in-Charge of the Police Department for the period of the vacation leave.

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## BEREAVEMENT LEAVE

The Chief shall be permitted up to five (5) consecutive working days of paid leave to attend the funeral of any immediate family member. Immediate family is defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepparent, stepchild, or significant other, subject to request for leave procedures as outlined in the Employee Manual.

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## PAID DETAILS

The Chief shall be allowed to work paid details under the following conditions:

1. The number of detail hours shall not exceed 240 hours for the period of this contract.
2. Details may be worked during normal time-off hours or during vacation time.
3. Departmental procedure for assigning details shall be followed.

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## MISCELLANEOUS

1. The text in this Agreement constitutes the entire agreement between the parties. There are no oral or external promises, representations, or understandings between the parties regarding employment of the CHIEF OF POLICE by the TOWN.
2. No change or modification of this Agreement shall be valid unless it is in writing and signed by both of the parties.
3. Notices pursuant to this Agreement shall be given either by USPS first-class mail, certified mail, or by email, addressed as follows:

TOWN: Chair of the Select Board  
435 Main Rd.  
P.O. Box 308  
Monterey, MA 01245

CHIEF OF POLICE: Brian Fahey  
[address]

SIGNED at the Town of Monterey, Berkshire County, Massachusetts, on the day and year first above written.

MONTEREY CHIEF OF POLICE:

MONTEREY SELECT BOARD:

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Brian Fahey

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Justin Makuc, Chair

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Susan Cooper

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Scott Jenssen

**Part I** ADMINISTRATION OF THE GOVERNMENT

**Title XX** PUBLIC SAFETY AND GOOD ORDER

**Chapter 147** STATE AND OTHER POLICE, AND CERTAIN POWERS AND DUTIES OF THE OFFICE OF PUBLIC SAFETY AND INSPECTIONS OF THE DIVISION OF PROFESSIONAL LICENSURE

**Section 17F** POLICE CHIEFS; WORKING ON HOLIDAYS; ADDITIONAL PAY

Section 17F. If the superintendent of police in the city of Lowell, the city marshal in the cities of Newburyport and Salem, or the chief of police in any other city or town, is on duty at any time on January the first, July the fourth or Christmas day, or the day following when any of said days occurs on Sunday, or the third Monday in February, the third Monday in April, the last Monday in May, the first Monday in September, the second or fourth Monday in October or Thanksgiving day, he shall be granted an additional day's pay.

Susan's copy



**TOWN OF MONTEREY**

435 Main Rd. P.O. Box 308  
Monterey, MA 01245

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The CHIEF OF POLICE agrees that because this is his primary employment he will not become employed in any position which would impact in an adverse manner upon this responsibility or which would constitute a conflict of interest or violation of the ethics laws.

**DUTIES**

The CHIEF shall have all the powers given to him under the Agreement or otherwise assigned to him from time-to-time by the Select Board.

Commented [jm1]: Question for Donna: is the Chief of Police typically an FLSA exempt position?

Commented [DB2R1]: Yes, this is the norm

Commented [jm3]: Question for Gareth/Brian: Will this be changing if the two other full time officers are covering nights? Such that the chief will only cover 1/3 weeks?

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~~The CHIEF shall have all the powers given to a CHIEF OF POLICE under the provisions of M.G.L. Ch. 41A, Sec. 97, as may from time to time be amended.~~

**Commented [DB5]:** Justin, you'll want to confirm that the Town accepted this statute by vote of town meeting

His duties shall include but not be limited to the following:

1. The CHIEF shall supervise the daily operation of the Police Department.
2. The CHIEF shall supervise all departmental personnel.
3. The CHIEF shall prepare the Police Department annual budget and submit the proposed annual budget to the Select Board, the Finance Committee, and the Town Administrator.
4. The CHIEF shall give reports to the Town Administrator in writing when requested, or at a minimum quarterly (four times per year).
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12. The CHIEF shall be responsible for and have the power to maintain the discipline of the departmental personnel, the assignment to shifts and duties of all departmental personnel, and shall have all the powers as to discipline conferred upon Chiefs of Police by statute in this Commonwealth.
13. The CHIEF shall be available for hearings before any Board of the Town at which the Police Department is required to appear. The CHIEF shall attend all Annual Town Meetings, and Special Town Meetings when necessary.
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## HOURS OF WORK

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2. The CHIEF agrees to work at least forty hours per week as the on-duty patrol officer in for the TOWN OF MONTEREY, including his responsibilities as on-duty patrol officer, except when using sick or vacation time.
3. Policing is a twenty-four hour, seven day a week operation and because of the serious nature and sensitivity of the work, it is recognized that the duties of the CHIEF OF POLICE must devote a great deal will require that he schedule himself to work those hours necessary to accomplish the responsibilities of the position.  
These hours will require time outside of normal office hours, and as a result, the CHIEF OF POLICE may adjust his normal office hours accordingly as he deems appropriate such that the CHIEF reasonably determines it will least adversely impact Departmental operations.  
These hours will require of time outside the of normal office hours to the business of the TOWN OF MONTEREY, and to that end as a result, the CHIEF OF POLICE shall be allowed may adjust his normal office hours accordingly as he deems appropriate to provide a sufficient amount of time for personal leisure, taking into account the policing needs of the TOWN, to take compensatory time off as he shall deem appropriate during said normal office hours at such time which the CHIEF reasonably determines will least adversely impact the Department operations.

## INSURANCE

The TOWN OF MONTEREY agrees to furnish at its expense professional liability insurance for the CHIEF OF POLICE with liability limits of \$1 million/\$1 million/\$3 million per year.

## INDEMNIFICATION

Subject to the terms and provisions of M.C.L. c. 258, § 9 and all other applicable law, the TOWN shall defend, save harmless and indemnify the CHIEF OF POLICE against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as CHIEF OF POLICE, even if said claim has been made following his termination from employment, provided that the CHIEF OF POLICE acted within the scope of his duties. Subject to the provisions of said statute, the TOWN shall pay the amount of any settlement or judgment rendered thereon. The TOWN may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the CHIEF OF POLICE. The TOWN shall reimburse the CHIEF OF POLICE for any reasonable attorneys' fees and costs incurred by him in connection with such claims or suits involving him in his professional capacity. This section shall survive the termination of this Agreement.

## PROFESSIONAL DEVELOPMENT

1. The TOWN OF MONTEREY recognizes its obligations to the professional development of the CHIEF OF POLICE and agrees that the CHIEF OF POLICE shall be given adequate opportunities to develop his skills and abilities as a law-enforcement administrator; accordingly, the CHIEF OF POLICE will be allowed to attend the New England Chiefs of Police Conference and will be reimbursed by the TOWN for reasonable expenses incurred while attending or traveling to the

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Commented [DB6]: Justin, it is not standard to give a chief compensatory time off. I've changed this to reflect what I've done for other Police Chief contracts.

Commented [jm7]: Question for Donna: Are Police Chiefs entitled to compensatory time? Is that standard?

In cases where the Police Chief is entitled to compensatory time, how does that work?

This states that he will take the comp time when it will "least adversely impact" the Department. Should another officer be called to cover the shift when the Police Chief is taking comp time?

Commented [DB8R7]: This is not standard, Justin. I've input language that I've used for other Police Chief contracts.

Commented [DB9]: I'm not sure what these limits mean. Typically they are written as \$1 million/\$3 million, meaning 1 million per occurrence and 3 million annual aggregate. I don't know what the second \$1 million refers to.

conference. The TOWN also agrees to budget and pay for travel and subsistence expenses of the CHIEF OF POLICE for short courses, institutes and seminars that, in his reasonable judgment and ~~is approved by that of the Select Board~~, are necessary for his professional development.

2. The TOWN agrees to budget and pay for professional dues and subscriptions related to the professional growth, development, education and training of the CHIEF OF POLICE, as approved by the Select Board.

#### **AUTOMOBILE**

1. The TOWN shall provide a police vehicle for ~~unrestricted and exclusive use by the CHIEF OF POLICE~~ and all attendant operating and maintenance expenses and insurance. ~~The said this vehicle is to be used by the CHIEF OF POLICE in connection with the performance of his duties as CHIEF OF POLICE. It shall be equipped with all emergency equipment necessary and appropriate for response by the CHIEF OF POLICE to emergency calls or calls for police assistance.~~
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The TOWN may terminate the contract with the CHIEF at any time prior to the expiration of the term of the Agreement and only for just cause. The TOWN shall institute removal proceedings in the following manner:

1. Termination will be by notice and hearing as required by law. At least ten (10) days prior to any hearing, as referred to below in subparagraph 2, the CHIEF OF POLICE shall be provided in writing with the charge(s) made against him, and the evidence which supports said charges, in such specificity so that the CHIEF OF POLICE may understand and prepare his defense.
2. After ten (10) days following delivery and receipt of the charges and specifications, as described above in subparagraph 1, on a specific date and time and at a place specified in the written notice, the Select Board will conduct a hearing, and the CHIEF OF POLICE will be given an opportunity to respond to the charges. The hearing will be public or private at the discretion of the CHIEF OF POLICE. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the CHIEF OF POLICE in accordance with subparagraph 1 above. During the hearing, the CHIEF OF POLICE shall have the right to be represented by a representative of his choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments. In its decision, the Select Board shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented. The CHIEF OF POLICE shall be provided with a written

**Commented [DB10]:** Justin, I don't recommend that we give him a car and also allow him to use his private car. In all the contracts I've worked on, Chiefs get one or the other.

**Commented [DB11]:** This section needed to be beefed up. Here's something for your consideration.

notice of the findings and decision of the Select Board and such notice shall include the relevant facts and reasons for their findings.

Should the CHIEF OF POLICE resign his position at any time prior to the expiration of the term of this Agreement, he shall notify the Select Board in writing. If the CHIEF OF POLICE is leaving office due to retirement, he shall provide the TOWN with one year (365 days), or a lesser amount of time as determined by the Select Board, to allow the Town to consider the appointment of a replacement. Termination by the CHIEF OF POLICE for any other reason will require a minimum of ninety (90) days' prior notice, or such lesser time as is agreed to by the Select Board.

It is agreed that the CHIEF OF POLICE can be discharged only for just cause in accordance with Massachusetts law, upon proper notice and only after a hearing at which the CHIEF OF POLICE shall have the right to be represented by his counsel. The CHIEF OF POLICE shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing.

#### MISCELLANEOUS VACATION

1. The Chief is entitled to four (4) weeks of vacation time, a week as defined in the Employee Manual, prorated for the duration of this contract, and subject to previous vacation accrual during his employment with the Town.
2. Upon retirement of the CHIEF OF POLICE, in addition to all other benefits, the CHIEF OF POLICE shall be entitled to be paid for unused prorated vacation time in accordance with the established policy for Town employees.
3. Prior to taking any vacation leave by the CHIEF OF POLICE, the CHIEF OF POLICE shall advise the Town Administrator of the name of the Officer-in-Charge of the Police Department for the period of the vacation leave.

#### BEREAVEMENT LEAVE

The Chief shall be permitted up to five (5) consecutive working days of paid leave to attend the funeral of any immediate family member. Immediate family is defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepparent, stepchild, or significant other, subject to request for leave procedures as outlined in the Employee Manual.

#### PAID DETAILS

The Chief shall be allowed to work paid details under the following conditions:

1. The number of detail hours shall not exceed 240 hours for the period of this contract.
2. Details may be worked during normal time-off hours or during vacation time.
3. Departmental procedure for assigning details shall be followed.

#### MODIFICATIONS/MISCELLANEOUS

Commented [jm12]: Question for Donna: Is it helpful to define just cause here or better to rely on its definition in State law?

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Commented [jm13]: Question for Donna: is this the proper procedure for discharge of a Police Chief?

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1. The text in this Agreement constitutes the entire agreement between the parties. There are no oral or external promises, representations, or understandings between the parties regarding employment of the CHIEF OF POLICE by the TOWN.

2. No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both of the parties.

3. Notices pursuant to this Agreement shall be given either by USPS first-class mail, certified mail, or by email, addressed as follows:

TOWN: Chairman of the Select Board  
435 Main Rd  
P O Box 308  
Monterey, MA 01245

CHIEF OF POLICE: Brian Fahey  
[address]

SIGNED at the Town of Monterey, Berkshire County, Massachusetts, on the day and year first above written.

MONTEREY CHIEF OF POLICE:

MONTEREY SELECT BOARD:

\_\_\_\_\_  
Brian Fahey

\_\_\_\_\_  
Justin Makuc, Chair

\_\_\_\_\_  
Susan Cooper

\_\_\_\_\_  
Scott Jenssen

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**Title XX** PUBLIC SAFETY AND GOOD ORDER

**Chapter 147** STATE AND OTHER POLICE, AND CERTAIN POWERS AND DUTIES OF THE OFFICE OF PUBLIC SAFETY AND INSPECTIONS OF THE DIVISION OF PROFESSIONAL LICENSURE

**Section 17F** POLICE CHIEFS; WORKING ON HOLIDAYS; ADDITIONAL PAY

Section 17F. If the superintendent of police in the city of Lowell, the city marshal in the cities of Newburyport and Salem, or the chief of police in any other city or town, is on duty at any time on January the first, July the fourth or Christmas day, or the day following when any of said days occurs on Sunday, or the third Monday in February, the third Monday in April, the last Monday in May, the first Monday in September, the second or fourth Monday in October or Thanksgiving day, he shall be granted an additional day's pay.

DRAFT

## Town Administrator

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**From:** hr montereyma.gov  
**Sent:** Wednesday, December 21, 2022 12:42 PM  
**To:** Susan Cooper; Town Administrator  
**Subject:** Re: revised Police Chief Contract for tonight

Based on Brian's initially negotiated terms of employment, we will be honoring his request for 4 weeks of vacation.

Thank you,

Sophia Bletsos  
She/Her  
Monterey HR

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**From:** Susan Cooper <susan@montereyma.gov>  
**Sent:** Wednesday, December 21, 2022 12:38 PM  
**To:** Town Administrator <admin@montereyma.gov>; mpdsgt1 montereyma.gov <mpdsgt1@montereyma.gov>; Justin Makuc <justin@montereyma.gov>; Scott Jenssen <scott@montereyma.gov>; hr montereyma.gov <hr@montereyma.gov>  
**Subject:** revised Police Chief Contract for tonight

Here is a copy of the Chief's contract with my suggested changes for tonight's meeting. It would be great to put Sophia's proposed language regarding the vacation time section in too, if you have it Melissa and/or Sophia.

Thanks,  
Susan

Susan Cooper

Monterey Select Board  
413/429-7099