

Town Administrator

From: mpdsgt1 montereyma.gov
Sent: Thursday, December 1, 2022 7:47 PM
To: Justin Makuc; Scott Jenssen; Susan Cooper; Town Administrator
Subject: PT wage increase

Dear Selectboard,

I'm not sure I was completely clear about the part time wage increase at the November 30th Selectboard meeting. I came up with several area towns and what they are paying their employees. I would like to be clear that increasing the wages to \$25.00 per hour seems like a large increase but I feel that our employees are worth it. If we want to keep the employees that we have and to attract others to come here, we have to appeal to them. As the part-time officer pool shrinks, we need to now more than ever be attracting new Officer's and keeping the Officer's that we have in Monterey. Also, going ahead all officers, whether full-time or part-time, will have the exact same training with the exception of full-time academy trained officers. We will be asking them to perform the same duties and responsibilities as the full-time officers but for less pay. With in the next 5 years there will be a part time officer labor shortage. The states dismantling of the part-time academy has all but assured that. All the Bridge trained officers will have either gotten FT jobs or have left the field all together. Doing this I believe will be ultimately in the Town of Monterey's best interest. The service that they provide to us as a department and to the town is invaluable. When we ask them to work Christmas, Thanksgiving and all the major holidays, I think this will go a long way to make it a little more tolerable for them.

Thank you for your consideration and here are a few of the area department's part-time rates. Please feel free to reach out to me for any questions.

Otis PD.	\$24.86
Egremont PD.	\$23.89 + 8% Shift differential for eves and 10% for midnights
Chestèr-Blandford PD	\$24.00
New Marlborough PD	\$21.62
Sheffield	\$21.00 + Shift differential for eves and midnights unknown %
MCLA College PD	\$24.00
Sandisfield	\$20.65
West Stockbridge PD	\$22.00
Great Barrington PD	\$22.00

Sincerely,

Brian Fahey
Sergeant
Monterey Police Department



Letter of Commitment

Effective Date: November 7, 2022

RE: Purchase of Software Upgrade Fee and 2024FY SaaS and Support Fees

This Commitment letter represents the basic terms agreed upon by the Buyer and Seller to **upgrade** and support software products in the Tax, Treasurer, Assessor and Utility billing offices as indicated by a **checkmark** ✓ in item **III. The Product or Service**.

By signing this commitment letter, you will be placed in queue to upgrade to the QDS CORE products, beginning 1st Quarter 2023. The order will be determined by first come first served basis.

I. The Buyer: Town of Monterey, 435 Main Rd, Monterey, MA 01245 (the "Buyer")

II. The Seller: Quality Data Service Inc., 121 Mattatuck Heights Rd, Waterbury, CT 06705 (the "Seller").

III. The Product or Service: The Buyer intends to purchase **an upgrade** to the current software in the respective town offices (as indicated), and **SaaS & Support** for the listed products for 2024FY. The items **check-marked** ✓ are the equivalent to what is currently being used. The other items are **OPTIONAL**.

- ✓ Software Upgrade Fee to QDS CORE Products
- ✓ CORE Tax (with DB license & Remote Access) – SaaS & Support 2024FY
- ✓ CORE Treasurer – SaaS & Support 2024FY
- ✓ CORE Assessor – SaaS & Support 2024FY
- CORE Utility – SaaS & Support 2024FY
- QSearch – mytaxbill.org – Annual Fee 2024FY
- Application Hosting – Annual Fee 2024FY
- Printing and Mailing Services

IV: Purchase Price: The prices for each product listed is either a one-time fee or annual recurring.

CURRENT PRODUCTS

<u>Product/Service</u>	<u>Frequency</u>	<u>Due Date</u>	<u>FY</u>	<u>Amount</u>
Software Upgrade Fee	One-time	7/1/2023	2024	\$ 4,500.00*
CORE Tax SaaS & Support	Annual	7/1/2023	2024	\$ 5,700.00
CORE Assessor – SaaS & Support	Annual	7/1/2023	2024	\$ 1,300.00
SUBTOTALS				\$11,500.00

*Discounted Upgrade fee available if commitment is signed by 12/31/2022, upgrade fee can be spread over three fiscal years (2024FY, 2025FY, 2026FY)

OPTIONAL PRODUCTS (please select from the list below which products to add to your services, and write-in the totals)

Product/Service	Frequency	Due Date	FY	Amount
<input type="checkbox"/> CORE Treasurer – SaaS & Support	Annual	t/b/d	t/b/d	\$ 800.00
<input type="checkbox"/> CORE Utility – SaaS & Support	Annual	t/b/d	t/b/d	\$ t/b/d
<input type="checkbox"/> QSearch – mytaxbill.org	Annual	7/1/2023	2024	\$ 1,000.00
<input type="checkbox"/> Application Hosting	Annual	7/1/2023	2024	\$ 1,400.00
<input type="checkbox"/> Printing and Mailing Services	Annual	t/b/d	t/b/d	\$ t/b/d

SUBTOTALS CHOSEN OPTIONAL PRODUCTS \$ _____

V. Payment: All payments due 7/1/2024 unless the town elects to spread \$4,500.00 upgrade fee over three Fiscal Years. Please indicate below to choose this option.

- I would like to spread the upgrade fee of \$4,500.00 over three fiscal years (2024FY, 2025FY and 2026FY - \$1,500/year)

VI. Binding Effect: This Letter of Commitment shall be considered binding provided funds are appropriated for the respective fiscal year(s). Therefore, the parties acknowledge that this Letter of Commitment is enforceable by either Party. The terms outlined herein are also to determine the order of installation and eligibility for the reduced upgrade fee of \$4,500.00. This reduced fee is available only if signed and submitted prior to December 31, 2022.

VII. Governing Law: This Letter of Commitment shall be governed under the laws by the State of Connecticut.

VIII. Acceptance: If you are agreeable to the aforementioned terms, please sign and return a duplicate copy of this Letter of Commitment by no later than December 31, 2022

SELLER – Duly authorized representative



Seller's Signature

Date _____

Print Name: Leonello DiNicola

Title: Chief Financial Officer

BUYER – Duly authorized representative

Buyer's Signature  Date 12/10/22

Print Name Justin Makul

Title Select Board, Chair

Buyer PO (If Applicable) _____



Town Name: Monterey

MA

Date: 9/6/2022

Tax Collector / Assessor / Treasurer Offices

Point App Name	Dept	QDS Software Equivalent	Currently Using	CURRENT 7/1/23-6/30/2024 FY 2024 Costs	ADDT MODULES 7/1/23-6/30/2024 FY 2024 Costs	Selection	FY2024-FY2026 3 Yr Proj Costs*
Point Tax Collector	Tax	CORE Tax	Yes	\$ 5,700		<input type="checkbox"/>	\$ 17,800
Cache licenses	Tax	CORE Tax - DB License	Yes	Included		<input type="checkbox"/>	\$ -
Gotomypc	Tax	CORE Tax - Remote Access	Yes	Included		<input type="checkbox"/>	\$ -
Treasurer	Treasurer	CORE Treasurer	No		\$ 800	<input type="checkbox"/>	\$ 2,500
BOA	Assessor	CORE Assessor (Abatement/Exempt)	Yes	\$ 1,300		<input type="checkbox"/>	\$ 4,100
Water/Sewer	Utility	CORE Utility	No		Call for pricing	<input type="checkbox"/>	\$ -

Additional QDS Applications and Services Available

Tax	Qsearch - mytaxbill.net	No		\$ 1,000	<input type="checkbox"/>	\$ 3,200
IT	Application Hosting	No		\$ 1,400	<input type="checkbox"/>	\$ 4,400
Tax	Printing Services	No		t/b/d	<input type="checkbox"/>	\$ -
Tax	Mailing Services	No		t/b/d	<input type="checkbox"/>	\$ -
Assr	eQuality CAMA	No		Call for pricing	<input type="checkbox"/>	\$ -
Subtotals				\$ 7,000	\$ 3,200	\$ 32,000
Upgrade Fee - One-time				No	\$ 4,500	\$ 4,500
3 Year Projected Costs* (with all modules)						\$ 36,500

Finance Offices

Software Vendor	Dept	Zobrio Software Name	Currently Using	Frequency	FY 2024 Costs	Selection	FY2024-FY2026 3 Yr Proj Costs*
Zobrio	Finance	Cash Management	No	Annual	\$ 3,500	<input type="checkbox"/>	\$ 10,900
	Finance	Impl/Train Cash Management (4)		One-Time	\$ 3,500	<input type="checkbox"/>	\$ 3,500
	IT	Hosting Cash Management	No	Annual	Included	<input type="checkbox"/>	Incl
Zobrio	Finance	Payroll/HR	No	Annual	\$ 6,200	<input type="checkbox"/>	\$ 19,300
	Finance	Impl/Train Payroll/HR (1)		One-Time	\$ 5,000	<input type="checkbox"/>	\$ 5,000
Zobrio	Finance	Fund Accounting	No	Annual	\$ 7,000	<input type="checkbox"/>	\$ 21,800
	Finance	Impl/Train Fund Acct (2)		One-Time	\$ 5,000	<input type="checkbox"/>	\$ 5,000
Zobrio	Finance	Budgeting & Reporting	No	Annual	\$ 6,000	<input type="checkbox"/>	\$ 18,700
	Finance	Impl/Train Budgeting & Reporting (3)		One-Time	Included	<input type="checkbox"/>	Incl
	IT	Hosting All Finance Apps	No	Annual	\$ 3,000	<input type="checkbox"/>	\$ 9,300
Subtotals					\$ 39,200		\$ 93,500

Building Department and other Offices

Software Vendor	Dept	Point Software Name	Currently Using	Frequency	FY 2024 Costs	Selection	FY2024-FY2026 3 Yr Proj Costs*
Point Software	Bldg	PermitLink	No		(5)	<input type="checkbox"/>	(5)
Point Software	Clerk	Licensing	No		Call for details	<input type="checkbox"/>	Call for details
Point Software	Health	BOH	No		Call for details	<input type="checkbox"/>	Call for details
Point Software	Fire	Fire	No		Call for details	<input type="checkbox"/>	Call for details
Point Software	Admin	Complaints	No		Call for details	<input type="checkbox"/>	Call for details
Point Software	Tax	Deputy Excise Collect	Yes		Call for details	<input type="checkbox"/>	Call for details
Point Software	Admin	Document Mngt	No		Call for details	<input type="checkbox"/>	Call for details
Subtotals					\$ -		\$ -

Contact Info: Leo DiNicola,CFO - QDS, Inc. leo@qds.biz, 203-910-2316 : Dan DeTuccio - ddetuccio@qds.biz - 203-755-9031 x 7852
 Contact Info: Robert Raymond,Exec VP - Zobrio, Inc. - rob.raymond@zobrio.com - 781-718-1881
 Contact Info: James Regan,CEO-Point Software Inc.- jamesr@pointsw.com - 413-525-8350 : Scott Choiniere - scottc@pointsw.com - 413-478-5285

*3 yr cost based on a 3.5% annual support/inflationary increases from FY2024 base
 (1) Fund Accounting Module with Implementation and Training is based on 2 users for basic general ledger and Accounts payable modules
 (2) Payroll/HR Module with Implementation and Training is based on 2 user basic Payroll/HR suite
 (3) Budgeting & Reporting includes Unlimited users and implementation and training
 (4) Cash Management includes Unlimited users and implementation and training
 (5) PermitLink is a no upfront cost 'pay-as-you-go' permitting software solution. The pay per permit cost is invoiced monthly at a cost of \$10 per paid permit.
 If the Municipality raises the minimum permit fee by \$10, the applicant absorbs the cost and no money comes out of the department's budget.
 This model requires raising a minimum of \$4,000 in additional Permit fees annually (i.e. 400 permits annually @ \$10.00/permit)
 This pricing model covers annual updates and support, cloud hosting and training.

Town Administrator

From: Justin Makuc
Sent: Tuesday, December 6, 2022 3:46 PM
To: Town Administrator
Subject: Fw: Monterey / Building Department

Hi Melissa,

Please print for Susan and Scott for tomorrow's meeting.

Thank you,
Justin

From: Donna Brewer <dbrewer@miyares-harrington.com>
Sent: Tuesday, December 6, 2022 2:42 PM
To: Justin Makuc <justin@montereyma.gov>
Subject: Re: Monterey / Building Department

Hi Justin, here are my responses:

1. At this time, before the adoption of 43C:13, the Select Board (or the Town Administrator if delegated to her) assigns the assistant/alternate to do an inspection. That right is not reserved to the primary inspection.
2. If the Town votes to accept 43C:13, we have the flexibility to limit the members of the consolidated department of inspections to just the zoning, building, plumbing/gas, and wiring inspectors. We are not required to include the Conservation Commission agent, the Health agent, or anyone else.

Let me know if there is anything further.

Donna Brewer
dbrewer@miyares-harrington.com
(617) 804-2423 dd

From: Justin Makuc <justin@montereyma.gov>
Date: Tuesday, December 6, 2022 at 12:04 PM
To: Donna Brewer <dbrewer@miyares-harrington.com>
Subject: Re: Monterey / Building Department

Hi Donna,

Thank you for this. I have two questions in response:

1. It is clear to me that the assistant or alternate inspector is appointed, hired, and fired by the SB -- I do not think that we want to change this at this time. My question is: who can assign the assistant/alternate to an inspection due to the primary inspector having a conflict of interest, failing to do the inspection in a timely fashion, having an interpersonal conflict with the contractor, or other similar reason? Can the SB or its designee get involved in the situation and assign the assistant/alternate inspector to that inspection, or is that right reserved to the primary inspector?

Ex. There is a construction project at the Smith's house and it is time for the electrical rough-in inspection. The inspector of wires, who is supposed to do the inspection, is on vacation, and it is clear that he will not be able to complete the inspection in the time frame required by law. Can the SB, or its designee, assign the assistant/alternate inspector of wires to this electrical rough-in inspection at the Smith's house if the primary inspector of wires fails or refuses to assign the assistant/alternate to this inspection, despite his inability to complete the inspection in the time frame required by law?

2. "Thus, for example, the health agent would remain under the direction and supervision of the Board of Health, except when conducting inspections; in that instance the health agent would report to the director of municipal inspections." I understand that the Health agent would only report to the director of municipal inspections for matters regarding inspections, and for other work he would remain under the supervision of the Board of Health. Is there any way to adopt this law without including the health agent and conservation commission agent, for example? Could the "consolidated department" only include Zoning, Building, Plumbing/gas, and wiring? And exclude the work of the conservation commission, board of health, etc?

Thank you.

Justin

From: Donna Brewer <dbrewer@miyares-harrington.com>

Sent: Friday, December 2, 2022 1:54 PM

To: Justin Makuc <justin@montereyma.gov>

Subject: Re: Monterey / Building Department

Hi Justin, I've attached an example of a bylaw, warrant article, and ballot question. Here's a summary of the reach of the statute that I wrote for another client:

General Laws c. 43C, § 13, grants municipalities the authority to provide for "a consolidated department of municipal inspections which may include the inspections currently being made by the building inspector, wire inspector, plumbing inspector, gas fitting inspector, health agent and others as the ordinance or by-law may specify." To do this, Town Meeting must vote pursuant to Section 14 in the majority, at its annual meeting, to adopt G. L. c. 43C.

A bylaw adopted pursuant to G. L. c. 43C, § 13, must provide for a director of municipal inspections to be appointed by and responsible to the chief executive officer or the chief administrative officer of the Town. The term of office for the director must be a minimum of 3 years but cannot exceed 5 years. Pursuant to G. L. c. 43C, § 13(d), the bylaw may include, but is not limited to, the following:

- Coordination of all inspection functions carried out by any municipal officer or agent;
- Maintenance of all records relating to inspections in a central place through a common index; and
- A single application process which would indicate all inspections which might be necessary, including, but need not be limited to:
 - Any inspections under the zoning and other local bylaw;
 - Building code;
 - Wire code;
 - Plumbing and gas code;
 - State sanitary code;

- Board of Health rules and regulations;
- Fire code;
- Conservation Commission;
- Historical Commission; and
- Any other local inspections as may be otherwise authorized.

The bylaw may also provide “that any agency performing an inspection function shall be continued but that for administrative purposes all personnel performing inspection functions for the existing agency shall, when performing inspection services, be subject to the administrative control and direction of the director of municipal inspections, but not otherwise.” Thus, for example, the health agent would remain under the direction and supervision of the Board of Health, except when conducting inspections; in that instance the health agent would report to the director of municipal inspections. The bylaw may also provide for the appointment of other personnel to staff the department, such as administrative staff. Such personnel would be appointed by the director of municipal inspections.

This option is useful for consolidating all inspection functions of the Town under one department, but permitting and other functions of planning, conservation, building, and health would not fall under that umbrella and would remain as independent agencies.

For short term management, yes the SB can delegate to the Building Commissioner the oversight of the wire and gas inspectors but reserve to itself the hiring and firing authority. The SB can also delegate to the Building Commissioner the authority to create guidelines for the inspectors to follow but I recommend that the guidelines be approved by the SB before they are effective. The assistant or alternate inspector is appointed by the SB but the SB may delegate that authority to the Town Administrator.

Let me know if you have any further questions.

Donna Brewer
dbrewer@miyares-harrington.com
(617) 804-2423 dd

From: Justin Makuc <justin@montereyma.gov>
Date: Friday, December 2, 2022 at 11:44 AM
To: Donna Brewer <dbrewer@miyares-harrington.com>
Subject: Re: Monterey / Building Department

Hi Donna,

The Select Board will likely reserve the right to hire, discipline, or terminate inspectors, and probably maintain the right to appoint inspectors and alternates. But I think that there is some interest in delegating the day-to-day oversight of the inspectors to either the Town Administrator or the Building Commissioner.

In the long term, I think we will consider the adoption of a consolidated department bylaw. Please share examples of these bylaws. Thank you.

In the short term, it seems like the Board has some flexibility to delegate oversight of the other two inspectors to either the Town Administrator or the Building Commissioner. What kind of reporting/oversight could this

entail? Assuming the Board reserves the right to discipline and terminate, could the Board delegate to the Building Commissioner the authority to create some guidelines for the inspectors to follow?

Can the Select Board (or its designee) assign an assistant/alternate inspector to an electrical or plumbing/gas inspection? Or does only the respective primary inspector have the authority to assign an assistant/alternate?

Thank you,
Justin

From: Donna Brewer <dbrewer@miyares-harrington.com>
Sent: Thursday, December 1, 2022 12:07 PM
To: Justin Makuc <justin@montereyma.gov>
Subject: Re: Monterey / Building Department

Hi Justin,

As the town bylaws currently provide, the 3 inspectors individually report to the SB. The SB may delegate the reporting/oversight responsibilities to the Town Administrator, preserving the right to hire, discipline, or terminate in the SB. If Town Meeting votes to adopt a bylaw to consolidate the municipal inspectors in one department, the bylaw may provide that the wire and gas inspectors are overseen by the building commissioner but that is not a requirement of the statute. The statute is flexible on how the consolidated department is structured. In the absence of adoption of a consolidated department, though, I believe that the SB has inherent authority to delegate to the Building Commissioner supervision of the wire and gas inspectors without Town Meeting adopting a consolidated department. Alternate inspectors currently must be appointed by the SB. That can change under a consolidated department but is not required to change. The new bylaw can specify who appoints the alternates.

Let me know if you would like examples of a bylaw for a consolidated department of municipal inspections. We have done them for other municipalities.

Donna Brewer
dbrewer@miyares-harrington.com
(617) 804-2423 dd

From: Justin Makuc <justin@montereyma.gov>
Date: Thursday, December 1, 2022 at 6:27 AM
To: Donna Brewer <dbrewer@miyares-harrington.com>
Subject: Monterey / Building Department

Hi Donna,

I have a few questions for you related to the Town's inspectors of building, wiring, and plumbing/gas.

It is my understanding that Monterey has not adopted a consolidated department of municipal inspections pursuant to MGL Part I, Title VII, Chapter 43C, Section 13.

Each of our Inspectors (Building Commissioner, Inspector of Wires, and Inspector of Plumbing/Gas) has at least one assistant/alternate who completes inspections when the Inspector has a conflict of interest or is otherwise unable to complete the inspections.

The Town's Building Commissioner also serves as the Zoning Enforcement Officer and is the only of the three position who is paid an hourly rate rather than a per inspection fee. The Building Commissioner has in some ways become the de facto "Department Head," although it seems that if we do not have a consolidated department, each inspector technically works as his own department.

Without a consolidated department, is it the case that each of the three inspectors individually reports to the Select Board through the Town Administrator? If Monterey adopts a consolidated department, will the Inspector of Wires and Inspector of Plumbing/Gas report to the Building Commissioner if he is appointed as the director of municipal inspections? If the supervisory authority over the Inspector of Wires and Inspector of Plumbing/Gas currently resides in the Select Board/Town Administrator, can it legally be delegated to the Building Commissioner without Town Meeting adopting a consolidated department?

Who can authorize an alternate inspector for the Building Commissioner, Inspector of Wires, and Inspector of Plumbing/Gas? Would this change if Monterey adopted a consolidated department?

Thank you,
Justin



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 **TOWN OF MONTEREY** and 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**.

LENGTH OF CONTRACT

This Contract shall be for a 6 month term commencing January 1, 2023 through June 30, 2023.

COMPENSATION

The CHIEF OF POLICE shall receive the sum of \$42,544.50 as salary under the terms of this Contract, and shall receive at least the same number of sick days, vacation days, holiday pay, uniform, and cleaning allowance, on call pay for coverage from 12:00AM-8:00AM@ the rate of \$100.00/wk. for 13 weeks (the other 13 weeks covered by the chief's designee, at the same rate) and all other benefits as do full-time employees of the TOWN OF MONTEREY. In addition, the provisions of M.G.L. Ch. 147, Sec. 17F (attached hereto), shall apply.

DUTIES

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

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 budgets and submit proposals for budgets to the Select Board and the Finance Committee.

Phone: 413.528.1443 x111 Fax: 413.528.9452

admin@monterevma.gov

www.monterevma.gov

4. The CHIEF shall give reports to the Select Board either orally or in writing when requested or required in order to ensure the proper communication between the Select Board and the Police Department.
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, 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, 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 in charge of and responsible for the carrying out of all training programs for departmental personnel, safety programs for elementary-school children and "Neighborhood Watch" programs.
11. 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.
12. The CHIEF shall be available for hearings before any Board of the Town at which the Police Department is required to appear and before the Town Meetings when necessary.
13. The CHIEF shall perform the duties of the Animal Control Officer including but not limited to investigation of dog bites, enforcement of dog bylaws, licensing and nuisance barking.
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. It is recognized that the CHIEF OF POLICE must devote a great deal of time outside the normal office hours to the business of the TOWN OF MONTEREY, and to that end, the CHIEF OF POLICE shall be allowed to take compensatory time off as he shall deem appropriate during said normal office hours at such time which the CHIEF reasonably determines will adversely impact the Department operations least.

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.

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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 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 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 use by the CHIEF OF POLICE and all attendant operating and maintenance expenses and insurance. The said vehicle is to be used by the CHIEF OF POLICE in connection with the performance of his duties as CHIEF OF POLICE.
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.

DISCHARGE

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

1. 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 annual and/or sick leave in accordance with the established policy for Town employees.
2. Prior to taking any vacation leave by the CHIEF OF POLICE, the CHIEF OF POLICE shall consult with and advise the Town Administrator of the name of the Officer-in-Charge of the Police Department for the period of the vacation leave.

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.

Phone: 413.528.1443 x111 Fax: 413.528.9452

admin@montereyma.gov

www.montereyma.gov

2. Details may be worked during normal weekday time-off hours or during vacation time.
3. Departmental procedure for assigning details shall be followed.

MODIFICATIONS

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

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 Jensen

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.