

# Town of Shirley

## BOARD OF SELECTMEN



7 KEADY WAY – SHIRLEY, MASSACHUSETTS - 01464-2812

*Kendra J. Dumont, Chair*

*Robert E. Prescott, Vice Chair*

*Enrico C. Cappucci, Clerk*

TEL: (978) 425-2600, x200

Fax: (978) 425-2602

[Selectmen@shirley-ma.gov](mailto:Selectmen@shirley-ma.gov)

## BOARD OF SELECTMEN

### MINUTES

August 22nd, 2016

7:00 pm

TOWN OFFICES

The Board of Selectmen convened its meeting on Monday, August 22nd, 2016 at the Town Offices, Meeting Rooms A & B, Chairman Kendra J. Dumont presiding, with Selectmen Robert E. Prescott, Enrico C. Cappucci, and Town Administrator Patrice Garvin in attendance.

#### CALL TO ORDER

Chair Dumont called to Order the Board of Selectmen's Meeting at 7:00 pm.

*Selectmen Cappucci announced that he would be recording the meeting on his own personal voice recorder.*

#### TOWN ADMINISTRATOR REPORT

The Town Administrator gave her weekly report.

1. Chairman Dumont and I met with the War Memorial Trustees to discuss the War Memorial Building lease with the Legion. Chairman Dumont will give an update at Monday's meeting on that discussion.
2. I will bring to you a draft warrant at your next scheduled meeting. The close of the warrant is scheduled for August 31<sup>st</sup>, close of business.
3. The Town has scheduled a tree hearing on September 12<sup>th</sup>. Please check the Town's web page for notices on this hearing.

#### TREASURY WARRANTS

*Selectman Cappucci Motioned to accept the Treasury Warrants as presented. Selectman Dumont Seconded. Enrico C. Cappucci vote Aye, Kendra J. Dumont vote Aye and Robert E. Prescott, Jr. vote Aye.*

**APPROVAL OF MINUTES**

*Selectman Prescott Moves to accept the Board of Selectmen Executive Session Minutes of July 25<sup>th</sup> 2016 as presented. Selectmen Cappucci Seconds. Kendra J. Dumont vote Aye, Enrico C. Cappucci vote Aye and Robert E. Prescott, Jr. vote Aye. Motion Passes.*

Selectmen Cappucci states that he cannot approve these minutes because there is one subject that was discussed that evening blatantly left out.

TA Garvin clarifies this issue by stating that there were two separate Executive Sessions that evening and this is only for one of them. The other session's discussed issue has not concluded so the minutes cannot be published at this time.

*Selectman Prescott Moves to accept the Board of Selectmen Regular Session Minutes of July 25<sup>th</sup> 2016 as presented. Selectmen Cappucci Seconds. Kendra J. Dumont vote Aye, Enrico C. Cappucci vote Aye and Robert E. Prescott, Jr. vote Aye. Motion Passes.*

**OLD BUSINESS**

1. Energy Committee Update

A. Update on Phase II Performance Contracting

Energy Chair Dumont reports that all new work to the Town Offices and Police Station has been complete.

Dumont states that there had been some questions about why the old roof top units were not put up for bid. Both units include hazardous materials and there was a deal that the crane and salvage company would take the units under a great discount without increasing the loan time of 13 years.

Selectmen Cappucci asked how old the units were.

Dumont states the units were 19 years old and leaking.

Dumont ends his report.

2. Acknowledge receipt of Open Meeting Law Complaint

Chair announces that the Board has received an Open Meeting Law Complaint (Attached)

Chair Dumont asked Selectmen Cappucci to recuse himself during this discussion, Selectmen Cappucci agrees.

Chair Dumont states that in her belief this should be forwarded to Town Council. She states that she took the time to review the recording and would like said recording sent to town council for study and report.

Selectmen Prescott states that he would like the tax payers to know what this is really about and what is being requested. The request is to add a portion next to all Executive Sessions that would describe the intent of the session and to nullify any actions taken during the session of July 15<sup>th</sup> which Prescott states he doesn't even believe, is legal. He would also like to have this forwarded to Town Council.

Selectmen Prescott states that what this boils down to is a certain Selectmen not being happy with an action taken during a meeting. He does not believe anything wrong was done during the meeting and is anxiously waiting for counsel's response.

Chief Goulden states that in his recollection he requested the investigation because he did not know who was involved and remembers no names being brought forth.

*Selectmen Prescott motions to send the open meeting law violation to Town Council, Selectmen Dumont seconds. Prescott vote Aye, Dumont votes Aye, Cappucci obtains. Motion Passed.*

## **NEW BUSINESS**

### 3. Ratify Police Chiefs Contract

Chair Dumont states that she heard people are concerned with the amount of Executive Sessions being held. She states that from January to May there were 8 Executive Sessions and from May 3<sup>rd</sup> to Present there has been 7 sessions. She does not believe there has been an excessive amount of Executive Session meetings.

Dumont states she has no problem with the Chief's contract and during executive session none of the Board members had a problem.

*Selectmen Prescott motions to ratify the contract of Thomas Goulden as presented this evening, Selectmen Cappucci seconds. Prescott vote Aye, Dumont votes Aye, Cappucci Votes No. Motion Passed.*

Selectmen Cappucci states that at this time he believes ratifying the contract is pre-mature as the contract is not up until August of 2017. There are a few issues on the table that the selectmen would like to see the outcome of before voting on the contract. Cappucci states that it is not a money issue in his opinion, but at this time he would vote no.

Chair Dumont brings up that during the Executive Session Cappucci had nothing against this contract.

Selectmen Prescott states that the issues Selectmen Cappucci is claiming have nothing to do with this contract and one of these is what the proposed Open Meeting Law violation is about. Prescott states that Cappucci has voted for the contract and due to other issues has now changed his vote.

Chair Dumont states that she believes Chief Goulden is doing a wonderful job and she sees no problem in renewing at this time.

4. Dispatcher Supervisor Rate of Pay Discussion

Chief Goulden states he wrote a letter on August 3<sup>rd</sup> (Attached) to promote Dispatcher Paul Topolski to dispatcher's rate. He would be moved to the first step on the Dispatcher Supervisor pay scale.

*Selectmen Prescott motions to authorize the Rate of Pay for Dispatch Supervisor Paul Topolski, Selectmen Cappucci seconds. Prescott vote Aye, Dumont votes Aye, Cappucci Votes Aye. Motion Passed.*

5. Verizon and National Grid Pole Petitions

Chair requests more time.

6. Earth Removal Permit – J. Dusti 206 Great Road

Chair requests more time.

7. Candidate, DPW General Laborer, Kenneth Gilman

Chair Dumont states that TA Garvin, DPW Foreman Paul Farrar, and herself held the interviews for this position. She states she was very impressed with Mr. Gilman and his willingness to go and get his CDL Permit when he realized the license was a requirement for the position.

*Selectmen Prescott motions to appoint Kenneth Gilman to the position of DPW Laborer for a term to expire 6/30/2017, Selectmen Cappucci seconds. Prescott vote Aye, Dumont votes Aye, Cappucci Votes Aye. Motion Passed.*

Chair Dumont states that Kenneth claimed the most important part of the job was to make Paul Farrar happy.

8. EMT Appointment, David Dodge

Chair requested this item be tabled

9. Election Worker Appointments

*Selectmen Prescott motions to appoint Patricia Mock to the position of Election Worker– Democrat for a term to expire 6/30/2017, Selectmen Cappucci seconds. Prescott vote Aye, Dumont votes Aye, Cappucci Votes Aye. Motion Passed.*

10. Recreation Damage Update

Chair Dumont states that her understanding these things are not listed on the special properties list thus are not eligible to be claimed on the Town insurance policy.

Keith Begun states that most of the issue was able to be fixed through volunteer efforts, but there are still a number of issues that he would like to look into getting placed on the policy. If not currently then for future issues.

Nathan Boudreau states that when he had spoken with the insurance agent there was potential to add blanket coverage to all the recreation equipment, but an overall assessed value would need to be reached.

Selectmen Prescott states that he believes going forward we must look at the bigger picture and figure out how much this would cost and if it is worth it for the Town and the Recreation Department.

TA Garvin states that she agrees and will look into the Insurance Coverage in the upcoming weeks.

Mr. Begun states that he believes that this would fix the future but what happens to the current damaged equipment.

TA Garvin states that this would have to be discussed further with the insurance company before she is comfortable giving an answer.

Chair Dumont states that this will be looked into.

#### **PUBLIC COMMENTS**

Frank Esielionis came forward to state that TA Garvin has gotten the MBTA to acknowledge the rail road crossing and put it on the to-do list for 2017.

Keith Begun asked why the contract negotiations for the chief were done a year early.

Selectmen Prescott states that the Chief must be feeling uneasy due to the current political landscape, and has requested early contract negation.

Selectmen Cappucci states that he has not had a problem with many of the things the chief has done, but did not see the need to rush into this new contract.

Chair Dumont states that she believes the chair was nervous with the political landscape. She states everyone knows that Selectmen Prescott and herself are being recalled.

Keith Begun asked if this new contract offers any new level of security.

Selectmen Prescott states that you cannot let someone go without just cause and the new contract gives the chief some level of security past the one year.

TA Garvin states the Chief Goulden would have had to let the Board know by December 31<sup>st</sup> if he wished to not seek a contract extension.

Selectmen Cappucci asks if the Warrant will be discussed at the next meeting.

TA Garvin states that she will give an update at the next meeting of approximately 14 warrant articles.

Respectfully submitted,  
Nathan Boudreau, Executive Assistant

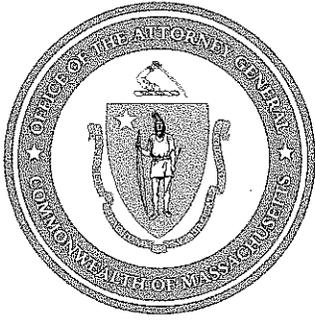
Date Accepted: 9/26/2016

  
Kendra J. Dumont, Chair

  
Robert E. Prescott Jr, Vice Chair

\_\_\_\_\_  
Enrico C. Cappucci, Member

*Pursuant to the 'Open Meeting Law,' G.L. 39, § 23B, the approval of these minutes by the Board constitutes a certification of the date, time and place of the meeting, the members present and absent, and the actions taken at the meeting. Any other description of statements made by any person, or the summary of the discussion of any matter, is included for the purpose of context only, and no certification, express or implied, is made by the Board as to the completeness or accuracy of such statements.*



The Commonwealth of Massachusetts  
Office of the Attorney General  
One Ashburton Place  
Boston, Massachusetts 02108

**OPEN MEETING LAW COMPLAINT FORM**

Instructions for completing the Open Meeting Law Complaint Form

The Office of the Attorney General's Division of Open Government is responsible for interpreting and enforcing the Open Meeting Law. Pursuant to G.L. c. 30A, §23, the Open Meeting Law requires that complaints must first be filed with the public body that is alleged to have committed the violation, prior to filing a complaint with the Attorney General.

The complaint must be filed with the public body within 30 days of the alleged violation, or if the alleged Open Meeting Law violation could not reasonably have been known at the time it occurred, then within 30 days of the date it should reasonably have been discovered. The complaint must set forth the circumstances which constitute the alleged violation, giving the public body an opportunity to remedy the alleged violation.

Please complete the entire form, providing as much information as possible, to assist the public body in responding to your complaint. The Division of Open Government will not, and public bodies are not required to, investigate anonymous complaints. You may attach additional materials to your complaint if necessary. The public body may request additional information if necessary.

For complaints alleging a violation of the Open Meeting Law by a local public body, you must file with the public body and file a copy with the clerk of the city or town where the alleged violation occurred. For complaints alleging a violation by a county, regional or state public body, you must file with the chair of the public body.

If you are not satisfied with the action taken by the public body in response to your complaint, you may file a copy of your complaint with the Attorney General's Office 30 days after filing your complaint with the public body. The Attorney General's Office may decline to investigate a complaint that is filed with the Attorney General's Office more than 90 days after the alleged OML violation, unless an extension was granted to the public body or the complainant demonstrates good cause for the delay.

The complaint must include this form and any documents relevant to the alleged violation. A complaint may be filed either by mail or by hand:

Office of the Attorney General  
Division of Open Government  
One Ashburton Place  
Boston, MA 02108

**From:** ecappucci12@comcast.net  
**Sent:** Wednesday, August 10, 2016 4:37 PM  
**To:** Brian M. Maser  
**Subject:** Re: Shirley/Messages

The Board voted to only hold department heads responsible not Selectmen. However as a courtesy I thought you should know the conversation I had with the A.G.'s office. Seem as if we are holding illegal meetings.

----- Original Message -----

From: Brian M. Maser < >  
To: ' ' < >  
Sent: Wed, 10 Aug 2016 20:32:22 -0000 (UTC)  
Subject: Shirley/Messages  
Mr. Cappucci:

I apologize for not writing sooner. The day got away from me and for that, I apologize.

In any event, it is my understanding that the Board voted to adopt the following policy at its last meeting with respect to contacting Town Counsel:

CONTACTING TOWN COUNSEL

Contacting Town Counsel occurs very frequently when matters of concern arise in the Town. Any Departments that requires advice or an opinion from counsel needs to inform the Town Administrator. However, if it is a Board/Committee member, a request to their Chairman, in writing, needs to be submitted to access Town Counsel. Failure to do so can cause unneeded costs, as well as duplicate questions from multiple sources. The main point of contact for counsel is the Town Administrator, unless otherwise decided by the Board of Selectmen.

I would be happy to speak with you but I am authorized to do so only after the Chair approves of same, per the above policy. Please speak with Ms. Dumont to obtain her authorization and I will make myself available immediately.

I trust you understand.

Thank you.

Very truly yours,

Brian

***Kopelman and Paige is now KP |***

Brian M. Maser, Esq.

KP |

**Description of alleged violation:**

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

*ECC*

I believe the executive session in ~~7-17~~ ~~and~~ 7-25 held by the Selectmen centered around a request by the Police Chief (Goulden) to attempt to identify a whistleblower in his Police Department. This was against the advise of Town Counsel. The officer was never given notice of this matter and therefore not present to defend herself.

On the 8th of August during the discussion in the executive session Selectmen were given a letter from Town Counsel in which the names of two officers were included. In one such case the reader would be led to believe that one of the officers may have violated Department Police. The officers in the letter from Town Counsel were never notified as to the nature of the potential accusations. Therefore they were in no position to defend their character.

Under M.G.L. c. 30a section 18-25 Section 21 48 hours must be given to any one in which the professional competence of an individual is discussed. The only acception would be a writtin agreement by the parties.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

I am respectfully requesting the following steps be taken to avoid these violations of the open meeting law.

1. when an executive session is announced by the Selectmen a general statement should be announced along with the statue.

*7-25-16 ECC*

Nullify any action taken for the session ~~7-17-16~~ 16 and 8-8-16

Training program under the direction of the Attorney Generals Office for the Selectmen.

**Review, sign, and submit your complaint**

**I. Disclosure of Your Complaint.**

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

**II. Consulting With a Private Attorney.**

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

**III. Submit Your Complaint to the Public Body.**

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed:

*[Handwritten Signature]*

Date:

*8-15-16*

For Use By Public Body

For Use By AGO

Date Received by Public Body: Date Received by AGO:

**CONTRACT OF EMPLOYMENT  
BETWEEN  
THE TOWN OF SHIRLEY  
AND  
THOMAS J. GOULDEN, II**

**PREAMBLE**

THIS CONTRACT made this day of **August 08**, 2016 by and between the TOWN OF SHIRLEY, a Massachusetts municipal corporation having a regular place of business at 7 Keady Way, Shirley, Massachusetts, hereinafter referred to as "the Town", acting by and through its Board of Selectmen, hereinafter referred to as "Selectmen," and Thomas J. Goulden, II, with an address of 5 Beaujolais Drive, Nashua, NH, hereinafter referred to as "Goulden".

In consideration of the promises herein, the parties hereto mutually agree as follows:

**A. EMPLOYMENT**

Pursuant to the authority contained in Massachusetts General Laws (MGL) c. 48 and c. 41, s. 1080, the Selectmen hereby agree to employ Goulden, and to appoint him to the position of Police Chief, and Goulden hereby accepts employment on the following terms and conditions. Goulden works under the policy direction of the Selectmen, and under the administrative direction of the Town Administrator.

Personnel Policy and Procedure Manual

The Chief will fall under the Personnel Policy and Procedure Manual and is subject to all rules and conditions within.

**B. PERIOD OF CONTRACT**

1. Goulden shall be appointed for a three (3)-year period beginning on **July 1, 2017** and ending June 30, 2020.
2. It is expressly understood and agreed that a decision to not re-appoint Goulden on the expiration of this Contract, or any renewal or extension thereof, shall not be construed as a dismissal.
3. Either party may request, in writing, that the provisions of this Contract be re-negotiated for any extensions beyond June 30, 2020. The parties hereby agree that said written notice shall be given on or before December 31, 2019 and that said negotiations shall commence on or after January 1, 2020.

**C. COMPENSATION**

1. For **FY2018** Goulden shall be paid an annual salary of \$93,251.00; FY2019 \$95,347.00; FY2020 \$97,485.00. Any increases in salary shall be subject to appropriation by the Shirley Town Meeting, and otherwise shall be paid in conformity with the Personnel Policy and Procedures Manual.
2. The Town agrees that the Town shall not at any time during this contract reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all non-union department heads in the Town.

## D. DUTIES

Goulden's duties shall include, but not be limited to the following:

1. He shall administer the Police Department under the direction of the Selectmen, and in accordance with MGL c. 41, s. 97, the Town Bylaws, and goals and objectives set by the Board of Selectmen and the Town Administrator.
2. He shall be deemed to be on duty or on call twenty-four (24) hours a day, seven (7) days a week, except during absences as provided herein.
3. He shall be in immediate control of all Town property used by the Police Department, and shall supervise the use and control of all equipment and vehicles.
4. He shall establish weapons, ammunition, uniform, equipment, and vehicle specification for the Police Department.
5. He shall supervise and control all training programs for all Police Department personnel, and assign personnel for such programs, and duties of all Police Department personnel.
6. He shall be fully informed of the collective bargaining agreement between the Town and the Police Department personnel, and be able, through the Selectmen, to enforce its provisions.
7. He shall be responsible for the daily operation of the communications center.
  - a. Communications policy shall be established in consultation with the Fire Chief and Ambulance Director.
8. The Chief shall supervise and control all training programs for the Communications personnel, and assign personnel for such programs.
9. The Chief shall be fully informed of the collective bargaining agreement between the Town and the Communications Center personnel, and be able, through the Selectmen, to enforce its provisions.
10. The Chief shall issue orders, rules, regulations, policies and procedures, and assign shifts and duties, to the Police and Communications personnel.
11. He shall prepare and submit the Police Department annual operating and capital budgets, managing the Department within the approved budgets.
12. He shall be responsible for all departmental expenses, as well as the receipt of funds and property in the custody of the Police Department.
13. He shall submit reports to the Town in writing when requested or required, in order to ensure the proper communication between the Town and the Police Department.

14. He shall be available for any hearing before any Selectmen of the Town at which the Police Department is required to appear, and before the Town Meeting when necessary.
15. He shall be responsible for communications with the public, including the media, on matters related to Police Department policies and police operations.
16. He shall at all times represent the Town in a professional and ethical manner, and shall perform additional duties as the Selectmen shall reasonably direct, and shall inform the Selectmen and the Chief Administrative Officer of all policies and plans of the Police Department.
17. He shall discipline employees as allowed by contract or policy, make recommendations to the Selectmen on discipline (beyond his jurisdiction), hiring, and firing of personnel.

It is the duty of the Selectmen and Town Administrator to inform the Police Chief of any complaints or suggestions brought to their attention, and to advise him thereon.

#### **E. HOURS OF WORK**

1. Goulden shall be deemed to be on duty or on call twenty-four (24) hours a day, seven (7) days a week, except during absences as provided herein. Goulden agrees to devote that amount of time and energy that is reasonably necessary to faithfully perform the duties of the Police Chief under this Contract.
2. Goulden shall be allowed to keep his New Hampshire Certification.

#### **F. BENEFITS**

1. Injured-on-Duty  
Goulden shall be entitled to all injured-on-duty benefits to which other full-time Police personnel in the Police Department are entitled under the Massachusetts General Laws.
2. Retirement Benefits  
Goulden shall be eligible to participate in the Town's retirement system.
3. Vacation  
Goulden shall be entitled to the following vacation leave as per the Personnel Policy and Procedures Manual and be able to carry over one (1) full week each year:  
FY2018- 25Days  
FY2019- 25 Days  
FY2020- 25 Days
4. Holidays  
Goulden shall be entitled to holidays according to MGL, Chapter 147, and Section 17F. "On duty" is at the discretion of the Police Chief.
5. Sick Days, Personal Days, and Other Leave  
Goulden shall be entitled to sick, personal, holiday, administrative, and other leave as per the Personnel Policy and Procedures Manual.

- a. Upon resignation in good standing, or retirement, Goulden shall be paid on a per diem basis for all accrued but unused vacation leave, the amount to be paid to be calculated as of the date of resignation or retirement, and paid within thirty (30) days thereafter

6. Health Insurance

Goulden shall be offered enrollment in the Town of Shirley's health insurance plan. The Town shall pay the same premium for such plan as it does for other non-union Town employees. Goulden shall be offered enrollment in the Town of Shirley's basic life insurance plan. The Town shall pay the same premium for such plan as it does for other non-union Town employees. Any additional life insurance offered by the Town may be purchased at Goulden's expense.

7. Vehicle

Subject to appropriation, the Town shall provide a suitable vehicle for use by Goulden for the performance of his official duties, for his professional growth and development, and, since he is on-call for 24 hours a day, 7 days a week, for personal reasons. The Town shall be responsible for all necessary maintenance, expenses, and insurance for such vehicle.

8. Uniform, Personal Equipment, Clothing Allowance

The Town shall pay annually to Goulden a uniform, personal equipment, and clothing allowance, subject to appropriation. This allowance may be used for uniform items, personal equipment related to the duties of the Police Chief, and dress civilian clothing, as needed.

a. Clothing Stipend:

Goulden will receive a clothing allowance of \$1,300 and a \$1,300 Dry cleaning allowance to be paid out on June 30<sup>th</sup> and December 31<sup>st</sup> of every year of the contract.

b. Professional Development and Membership

The Town recognizes its obligations to the professional development of the Police Chief. In furtherance thereof, Goulden may be given an annual allowance, subject to appropriation, to be used toward the cost of membership in professional organizations; toward seminars and courses and associated expenses; and toward professional subscriptions. Attendance at courses and programs requires the prior approval of the Selectmen.

c. Leave of Absence

Goulden shall be granted leave, including but not limited to, Family Medical Leave; Small Necessities Leave; Paternity Leave; jury duty leave; military leave; and other leave as required by law.

d. Severance:

Goulden shall receive severance in the event that the Board of Selectmen wish to terminate the agreement prior to the end of the term, for other than just cause, the Town shall pay Goulden for six months. Severance will consist of base pay, unused vacation, and the Town's portion of Goulden's health and life insurance.

Goulden shall meet with the Board of Selectmen if termination is determined for the purpose of explaining reason(s) to end employment.

e. Other Benefits

Goulden shall receive all other benefits offered to all non-union, exempt employees in the Town

of Shirley that are authorized by the Selectmen by written amendment to this Contract.

- a. Death during term of employment: If Goulden dies during the term of employment, the Town shall pay Goulden's estate/designated beneficiary all the compensation which would otherwise be payable to Goulden up to the date of Goulden's death, including but not limited to, unused vacation, holidays, personal days and sick days.

## **G. RESIGNATION; RIGHT TO NOT RE-APPOINT; DISCIPLINE**

### **1. Termination by Mutual Agreement**

This Contract may be terminated at any time by either party by mutual written agreement, signed by the Selectmen and Goulden, upon such terms and conditions as may be acceptable to both parties.

### **2. Resignation**

In the event that Goulden desires to terminate this Contract before the term of service expires, he may do so by giving the Selectmen sixty (60) days notice in writing. Until the effective date of the termination, Goulden shall continue to perform his duties, and shall, if requested, cooperate with the Selectmen in the search for a successor.

### **3. Discipline, Discharge & Non Reappointment**

It is agreed that the Chief may be disciplined, discharged or not reappointed only for just cause, upon proper notice and only after a hearing at which the Chief shall have the right to be represented by counsel of the Chief's choosing.

The Chief 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. The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Chief at least thirty (30) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged, and (iv) the range of discipline considered.

The Chief 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. The principles of progressive discipline will apply and the Town recognizes its obligation to provide the Chief with periodic performance evaluations.

Pursuant to MGL c 268A section 25, the Board of Selectmen may place the Chief on Administrative leave without pay if he is indicted for a crime in connection with his employment.

After a majority vote of the Selectmen.

### **4. Appeal**

- a. The Chief may appeal any discipline, including, but not limited to termination/discharge of employment, written reprimand and suspension to arbitration at the American Arbitration Association, according to its rules.
- b. The Town shall bear the costs of such arbitration except for the Chief's legal and witness costs. However, in the event of an arbitrator's finding of no just cause for the discharge or for the suspension given to the Chief by the Board, then the Chief shall be reinstated to full duty, and the Town shall also pay the Chief any lost back pay, his lost benefits, and his

reasonable counsel fees and counsel costs within thirty days of the arbitration award.

- c. Goulden has equal access to the courts under contract law with regard to any breach of contract. Any such legal action would be at Goulden's expense.

## **H. INDEMNIFICATION**

1. The Selectmen agree to maintain Professional Liability Insurance for the Town of Shirley in the amount of One Million Dollars (\$1,000,000) per occurrence, or any such greater amount as determined by the Selectmen, which policy shall cover Goulden; to provide legal counsel for Goulden in accordance with the provisions of MGL c. 258, §2, in defense of any action in which Goulden is named as a party, except as may relate to his reprimand, suspension or dismissal; and to indemnify, defend, save, and hold harmless Goulden in any demands, claims, actions, suits, and legal proceedings brought against him in his official capacity, as an agent of the Town in accordance with, and subject to the conditions and limitations of, MGL c.258, §§1-8, 9, and 13. This indemnification shall survive and endure the expiration of this Contract for all actions taken while Goulden was employed by the Town and acting within the scope of his employment.
2. Should, subsequent to his service as Police Chief, the Town call or summons Goulden to provide information about or testify as to actions that took place during his tenure as Police Chief, Goulden agrees that, if requested in writing by the Selectmen of Selectmen, he will cooperate. The Town agrees to reimburse him for his reasonable per diem expenses associated with such testimony or cooperation.

## **I. INVALIDITY**

If any paragraph, part of, or rider, to this Contract is found invalid, it shall not affect the remainder of this Contract, but said remainder of this Contract shall remain in full force and effect.

## **J. OTHER TERMS AND CONDITIONS**

The Selectmen shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Goulden, provided that such terms and conditions are not inconsistent with the provisions of this Contract, Town bylaws, or other applicable laws.

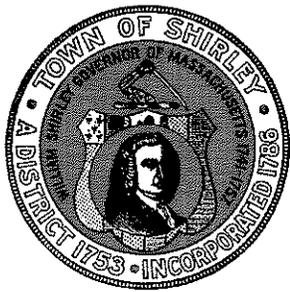
## **K. TERM OF CONTRACT**

It is expressly understood that the terms and conditions of the expiring contract shall stay in full force and effect until new terms and conditions, if any are negotiated and signed by the parties.

This Contract embodies the entire agreement between the Selectmen, and Goulden and there are no other inducements, promises, terms and conditions, or obligations made or entered into by either party, other than those contained herein. This Contract may not be changed except in writing and with the signatures of both parties.

**IN WITNESS WHEREOF**, the parties have hereunto signed and sealed this Contract, in duplicate, as of the date first written above.

**THE TOWN OF SHIRLEY  
BY AND THROUGH ITS BOARD OF SELECTMEN:**



# TOWN OF SHIRLEY POLICE DEPARTMENT

11 Keady Way  
Shirley, Massachusetts 01464

THOMAS J. GOULDEN II  
CHIEF OF POLICE

DEPARTMENT/OPERATIONS  
978-425-2642  
FAX: 978-425-2646

RECORDS BUREAU  
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August 3, 2016

Board of Selectmen  
Town of Shirley  
7 Keady Way  
Shirley, MA 01464

Re: Rates of Pay

Dear Board Members:

May this find you all well. This letter is intended to respectfully request the following rates of pay for Officer/Detective Olivia Siekman and Lead Dispatcher Paul Topolski for the below described reasons.

I would like to start Officer/Detective Siekman at a beginning rate of pay of \$25.19 per hour. This rate is on the FY2017 pay scale for a detective with experience. Olivia Siekman comes to the Shirley Police Department with a significant amount of training and experience as a fully trained Detective. As you may know the Shirley Police Department does not currently have a detective.

I expect to utilize Officer Siekman as a field training officer because she has several years' of experience as both a patrol officer and a detective. Officer Siekman will be a role model for the patrol staff to emulate because many of our officers have less than one year of full time experience. Officer Moody is retiring in September, 2016; his current rate of pay is \$28.92. When Officer Moody retires whoever is hired to fill that full time position will be paid at a lower rate of pay. This difference will cover part of Officer/Detective Siekmans pay. You may also recall that Officer Siekman is a certified R.A.D. instructor and will be offering R.A.D. classes to the community in the fall. Because Officer/Detective Siekman comes to the agency with the required training to be a Detective it will save the Town of Shirley much needed funds because we will not have to send other Officers to detective training *and* then assign another officer to cover their scheduled shift which would likely result in overtime being paid. Because of Officer Siekman's prior training and experience that will not be necessary.

I would like to request a rate of pay for Paul Topolski of \$18.62 per hour. Paul took over the position of Dispatch Supervisor that Katie Hawthorne resigned in July. I posted the job internally and no one was

interested other than Mr. Topolski. Paul has done an outstanding job of managing the staffing of the communications department and is currently training one of the new full time dispatchers. Paul is a team player and very knowledgeable about current dispatch and crime analyst trends which was lacking prior to his arrival. Paul has already updated the way we dispatch Police, Fire and Ambulance calls and is working with IMC and I.T. Guardian to update our in house report writing systems and dispatch log to a more current version; in addition to Dispatch Supervisor, he is doing the work of a Systems manager which is a real asset to the police department and the Town of Shirley.

I am very excited about the direction our agency is heading both with the new personnel being hired and the positive change in morale around the department. With the graduation(s) of Officer Santiago and Officer McGuinness on August 16<sup>th</sup> from the Reading Police Academy we will be at full staff for the first time since I have been employed as the Chief of Police

If you have any questions regarding this request please contact me at my office.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Thomas J. Goulden', written over a horizontal line.

Thomas J. Goulden  
Chief of Police