

## James Kreidler

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**From:** David C. Jenkins <DJenkins@k-plaw.com>  
**Sent:** Friday, November 18, 2016 10:36 AM  
**To:** 'James Kreidler'  
**Cc:** Carolyn Smart; gnclark613@gmail.com; Kelly Merrill; selectmancindyking@gmail.com  
**Subject:** RE: Emailing - Giancotti DRAFT MOA per Chief Eaton.pdf

Jim:

Thanks for passing this on. I have pressed "reply all" but the BOS understands that there should be no discussion of this issue outside of a posted meeting.

The first issue is obviously the hardest. My opinion remains that there is no statutory authorization for a town to enter into a 3 years agreement with a police lieutenant. The statute limits your authority to enter into a multi year agreement to the police chief.

Please let me know if you have any comments or questions.

David

*Kopelman and Paige is now* KP | LAW

David C. Jenkins, Esq.  
**KP | LAW**  
101 Arch Street, 11th Floor  
Boston, MA 02110  
O: (617) 654 1761  
F: (617) 654 1735  
C: (617) 257 9584  
[djenkins@k-plaw.com](mailto:djenkins@k-plaw.com)  
[www.k-plaw.com](http://www.k-plaw.com)

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**From:** James Kreidler [mailto:[jkreidler@townsend.ma.us](mailto:jkreidler@townsend.ma.us)]  
**Sent:** Thursday, November 17, 2016 12:07 PM  
**To:** David C. Jenkins  
**Cc:** Carolyn Smart; [gnclark613@gmail.com](mailto:gnclark613@gmail.com); James M. Kreidler; Kelly Merrill; [selectmancindyking@gmail.com](mailto:selectmancindyking@gmail.com)  
**Subject:** Emailing - Giancotti DRAFT MOA per Chief Eaton.pdf

David,

You are aware of the ongoing discussions regarding the Board's position that the Lt.'s prior contract was not authorized by law (as so advised by you) and that a letter of understanding may be an appropriate option for the Board to consider in its place.

Attached please find a document presented to me and the Board from Chief Eaton on this subject.

I will look forward to your thoughts on the matter so that I can communicate them to the Board.

Regards,

Jim

James M. Kreidler  
Town Administrator  
Town of Townsend  
272 Main Street  
Townsend, MA 01469  
(978) 597-1700  
[jkreidler@townsend.ma.us](mailto:jkreidler@townsend.ma.us)

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**James Kreidler**

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**From:** GORDON CLARK <gnclark613@gmail.com>  
**Sent:** Monday, February 06, 2017 11:45 AM  
**To:** James Kreidler  
**Subject:** Fwd: Issues concerning Police Lieutenant

----- Forwarded message -----

**From:** **Brian Riley** <BRiley@k-plaw.com>  
**Date:** Wed, Jun 3, 2015 at 3:27 PM  
**Subject:** Issues concerning Police Lieutenant  
**To:** "gnclark613@gmail.com" <gnclark613@gmail.com>

Gordy: I got your voice mail and discussed the questions with David Jenkins, who handles most of the labor issues here for Townsend, and here are our thoughts.

You also asked about a contract for the Lieutenant position. The only police position for which the town has authorization to enter into an employment agreement is Chief of Police. General Laws Chapter 41, §108O provides in part:

**Any city or town acting through its appointing authority, may establish an employment contract for the salary, fringe benefits, and other conditions of employment, including but not limited to, severance pay, relocation expenses, reimbursement for expenses incurred in the performance of his duties or office, liability insurance, conditions of discipline, termination, dismissal, and reappointment, performance standards and leave for its police chief and fire chief, or a person performing such duties having a different title.**

The statute only gives express authority for a contract with the Chief(s). Moreover, our Labor group regularly advises against entering into " employment agreements " with anyone other than the Chief. It is not in the town's interest to do so.

Based on your voice mail, I am not copying anyone on this response: .

Brian W. Riley, Esq.

Kopelman and Paige, P.C.

101 Arch Street

12th Floor

Boston, MA 02110

(617) 556-0007

(617) 654-1735 (Fax)

[briley@k-plaw.com](mailto:briley@k-plaw.com)

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