

**TOWN OF PRINCETON
FIRE CHIEF AND EMERGENCY DIRECTOR CONTRACT**

Agreement made this 22nd day of October, 2025, by and between the Town of Princeton, Commonwealth of Massachusetts ("TOWN"), and John D. Bennett of 470 Elm Street, Leominster, Worcester County, Massachusetts ("BENNETT").

WHEREAS, the TOWN wishes to secure the services of BENNETT to continue to discharge the duties of Fire Chief and Emergency Management Director, which duties include administration of the TOWN's Fire/Ambulance/Emergency Department ("Department"), as prescribed by law and the TOWN's Selectboard ("Duties of Fire Chief");

WHEREAS, the TOWN and BENNETT wish to effect a change from a part-time to a full-time Fire Chief and Emergency Management Director and, relatedly, effect a change from the so-called "Strong Fire Chief" statutory model to the "Weak Fire Chief" statutory model; and

WHEREAS, BENNETT is willing to perform the Duties of Fire Chief and Emergency Management Director on a full-time basis and as a "Weak Fire Chief" in accordance with the terms and conditions of this Fire Chief and Emergency Management Director contract ("Contract");

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, conditions, and agreements contained herein, the parties agree as follows:

1. TERM

The term of the Contract shall commence upon its full execution and shall terminate on the day following the next Annual Town Meeting of the TOWN, subject to earlier termination as provided elsewhere herein.

2. COMPENSATION

A. BENNETT shall be deemed an exempt employee under the FLSA and shall be compensated for his services on a salary basis, with an annual salary of \$130,000, pro-rated for any lesser

period of service and payable in installments according to the Town's customary payroll schedule.

B. BENNETT shall be entitled to enroll in the TOWN's health insurance plan, with the TOWN contributing 75% of the premium costs and BENNETT contributing the remaining 25%.

C. The Town shall pay BENNETT for use of his personal vehicle in the course of his duties an annual stipend of \$1500 per contract year payable on July 1st, less taxes and other customary withholdings. This is in lieu of paying a rate per mile.

D. BENNETT shall be entitled to four weeks (i.e. 20 business days) of paid vacation per year and shall be entitled to such other leave and benefits of employment as enjoyed by other full-time employees of the TOWN, as described in the TOWN'S Personnel Policy.

3. EARLY TERMINATION

A. Early Termination by TOWN

The TOWN may terminate the Contract prior to the end of the original or any subsequent term only for just cause. For purposes of this Contract, "just cause" includes, but is not limited to, one or more of the following:

- (1) Malfeasance, defined as wrongdoing or misconduct, or the commission of an act that is unlawful, including:
 - (a) refusal to submit to random or scheduled testing for substance abuse;
 - (b) test results or other evidence of the presence of illegal or controlled substances without proper prescription or adherence to proper dosages;
 - (c) evidence of impaired ability to carry out the Duties of Fire Chief due to the ingestion of alcohol or drugs;
 - (d) conviction of a felony or any crime involving a breach of the public trust,

moral turpitude, or other circumstance likely to significantly impair the proper discharge by BENNETT of the Duties of Fire Chief;

- (e) incarceration for any reason, civil or criminal;
- (2) Misfeasance, defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others;
- (3) Nonfeasance, defined as the failure to do what duty, including the Duties of Fire Chief, requires to be done, including:
 - (a) revocation or suspension of any license or certification necessary to perform the Duties of Fire Chief, including motor vehicle license;
- (4) Violation of or failure to comply with a law of the Commonwealth of Massachusetts or a bylaw of the TOWN.

Except as provided in the next paragraph, the Board may terminate the Contract only after BENNETT is given proper notice and an opportunity to be heard at a hearing, and the Board makes a finding that just cause exists for termination. Proper notice means written notice given at least fourteen (14) days prior to the hearing and which states the TOWN's intent to terminate the Contract, gives the reason or reasons therefor, gives the time, date, and place of hearing, and advises that BENNETT has the right to be represented by counsel at the hearing. The hearing shall be public unless BENNETT gives written notice to the Town at or before the hearing, in which case the public shall be excluded from the hearing. At the hearing the Board shall set forth the reason or reasons for just cause, and BENNETT and/or his attorney, if any, shall be given an opportunity to be heard. The Board shall conduct the hearing in a fair and impartial manner but is not bound by any formal rules of procedure or evidence. Following the hearing, the Board shall vote on whether just cause

exists for termination. The vote of a majority of a quorum of the Board shall be required for a finding that just cause exists for termination. The Board shall issue a written decision which sets forth its vote on whether just cause for termination exists, and if its finding is that just cause for termination exists, the decision shall set forth the reason or reasons therefor. In lieu of termination, the Board may impose such lesser discipline as it deems appropriate, including suspension with or without pay for a period of time. The written decision shall set forth the discipline imposed. The Board vote and its written decision shall take place no later than 7 days after close of the hearing. The Board may suspend BENNETT with pay pending the hearing if the Board or Town Administrator determines that emergency circumstances warrant such action, such as an arrest for a felony or any crime involving a breach of the public trust, moral turpitude, or other circumstance likely to significantly impair the proper discharge by BENNETT of the Duties of Fire Chief.

The notice, hearing, and other requirements of the previous paragraph do not apply if the reason for just cause is any one of the Malfeasance examples set forth in 3(A)(1)(a) through 3(A)(1)(e) above or the Nonfeasance example set forth in 3(A)(3)(a) above, in which case the Contract shall be terminated immediately by the Board, without prior notice and without a hearing. In such case, the Board shall provide BENNETT with a written decision within a reasonable time after termination.

B. Early Termination by BENNETT

BENNETT may terminate the Contract prior to the end of the original or any subsequent term by submitting a written resignation to the TOWN at least ninety (90) days in advance of the effective date of the resignation. The Contract shall terminate on such effective date of the resignation, whether within the original or any renewal term.

C. Termination Upon Expiration of the Term of the Contract

BENNETT's employment shall end automatically upon the expiration of the term of

this or any subsequent Contract. Neither just cause nor any due process shall be required to affect the end of BENNETT's employment upon expiration of the Contract or any subsequent Contract.

4. TRANSITION FROM STRONG TO WEAK CHIEF

A. The Selectboard of the Town shall sponsor a Warrant Article at the next Annual Town Meeting to rescind the TOWN's prior acceptance of the provisions of Massachusetts General Laws Chapter 48, Section 42 and, in its place, to accept Massachusetts General Laws Chapter 48, Section 42A concerning Fire Chiefs.

B. BENNETT agrees to fully support this Warrant Article.

C. In the interim period covered by this Contract, the TOWN and BENNETT agree that the Fire Department shall be operated as if the TOWN were already operating under the Weak Fire Chief statute.

5. DUTIES

BENNETT shall perform the Duties of Fire Chief and Emergency Management Director, under the general direction of the Selectboard. BENNETT shall work cooperatively and in coordination with the Town Administrator to ensure the efficient and effective functioning of the Department. BENNETT shall make himself available to the Selectboard of the TOWN as the Board shall request and respond in a timely manner to inquiries from the Board. The Duties of Fire Chief are more fully described in the Town's job description for the position of Fire Chief & Emergency Management Director, a copy of which is attached hereto as Attachment A and incorporated herein by reference.

6. HOURS OF WORK

BENNETT agrees to devote the amount of time and energy that is necessary for him to faithfully perform the duties of the Fire Chief and Emergency Management Director position under

this Contract, including being at work during regular Department business hours Monday through Friday. To perform his duties and obligations effectively, the Fire Chief will be required, outside of regular business hours, to respond to emergencies, attend meetings, make field inspections and participate in community activities. It is expected that the Fire Chief will spend such time as is necessary or is reasonably required that would result in an effective and efficient operation of the Fire Department. The Fire Chief will devote full time and attention to the business of the Town and will not engage in any other business.

7. INDEMNIFICATION

Subject to the provisions of Mass. Gen. Laws c. 258, the TOWN agrees to defend, save harmless, and indemnify BENNETT against loss or damage arising out of a claim by reason of any act or omission, except an intentional violation of civil rights, if at the time of the act or omission, he was acting within the scope of his Duties of Fire Chief. This provision shall not apply to any disciplinary or other action brought by the Town against the Fire Chief.

8. DUES AND SUBSCRIPTIONS

The TOWN agrees to budget and pay for the professional dues and subscriptions of BENNETT for his continuing and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and to further the public interests of the TOWN, including but not limited to the International Association of Fire Chiefs, the New England Association of Fire Chiefs, the Fire Chiefs' Association of Massachusetts, and applicable regional fire chiefs' associations.

9. DEATH DURING CONTRACT TERM

If BENNETT dies during the original or any subsequent 12-month term of this Contract, the TOWN shall pay to his estate, or to the beneficiary whose name and current mailing address he

provides in writing to the TOWN, all compensation to which BENNETT was entitled as of the date of his death.

10. ENTIRE AGREEMENT AND MODIFICATION

The Contract, including Attachment A, embodies the full understanding of the parties, and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. No change or modification of the Contract shall be valid unless it is in writing and signed by both parties. The Contract may be executed in duplicate, and in such case each of the duplicates shall be considered and given full effect as an original.

11. SEVERABILITY

Any provision of the Contract which is determined to be invalid or prohibited by law shall be ineffective only to such extent, without invalidating the remaining provisions of the Contract, which shall remain in full force and effect.

12. SUBJECT TO APPROPRIATION

All cost items contained in this Contract are subject to appropriation at Town Meeting.

13. GOVERNING LAW

The Contract shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Contract the date and year first above written.

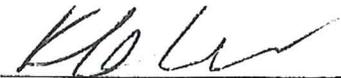
TOWN OF PRINCETON
Acting by and through
its Selectboard

FIRE CHIEF

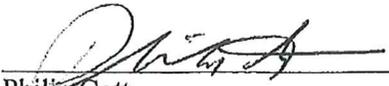
Robert Cumming, Chair



John D. Bennett



Karen Cruise



Philip Gott

Town Clerk Attest: Alisse K. Howard

Approved as to legal form:



Jack Dolan, HR Counsel

TOWN OF PRINCETON, MASS
FIRE CHIEF & EMERGENCY MANAGEMENT DIRECTOR

Position Purpose:

Subject to the direction of the Selectboard, manages the Town of Princeton's fire and EMS services and its associated responsibilities to protect life and property and to control emergencies under the "Weak Chief" provisions of MGL Chapter 48, Section 42A. These include fire suppression, hazardous materials operations, rescue operations, emergency medical services, emergency preparedness and management, training, federal and state code enforcement & inspection services and departmental administration.

Serves as the Town's Emergency Management Director. The Chief works closely with the Police Chief and other town officials in a team approach, however acting with final authority to prevent, prepare for, respond to, and recover from major disasters and other potential emergencies. Participates in intergovernmental cooperation on regional, state, and federal levels for homeland security purposes.

The Fire Chief serves as a community leader with a strong customer service focus in the delivery of municipal fire and emergency management services. Implements policies and operational practices that enhance the public safety of the community and maximizes public confidence in the Fire Department. The Fire Chief is responsible for maintaining and improving upon the efficiency and effectiveness of all areas in the fire department; administration (both fiscal planning and personnel), education and fire training, homeland security training and emergency preparedness, rescue services, firefighting, fire prevention, public education, compliance management and inspections and general maintenance.

Supervision:

Supervision Scope: Performs highly responsible duties requiring independent judgment and initiative in planning, organizing and directing the work of the fire department and in the enforcement of federal, state and local laws, and town and departmental bylaws.

Supervision Received: Works under the direction of the Selectboard and the administrative direction of the Town Administrator, and in accordance with the applicable provisions of the Massachusetts General Laws.

Supervision Given: Supervises the Department's staff directly, through others, by departmental policy, general and specific orders; supervises and is responsible for the supervision and performance of all people within the operating units under his/her direction and control; approximately 35 employees.

Job Environment:

Work is performed primarily in offices, vehicles, and outdoor settings; is performed under variable weather conditions, including temperature extremes; incumbent is exposed to hearing alarms and hazards associated with fighting fires, rescue, hazardous materials, and rendering emergency assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils. The noise level in the work environment is usually a quiet office setting, and loud during emergencies and at incident locations. Some work is performed in emergency and stressful situations. The Fire Chief is on call to respond to major fires and other emergencies.

Regularly operates motor vehicle; when in the office, operates computer and standard office equipment such as telephone, copier, and facsimile machine; when at a fire or emergency, may be required to operate some or all of the following equipment: light trucks, heavy equipment, various power tools, and hand tools, fire and emergency apparatus, radio, and all standard firefighting and rescue equipment and tools.

Has frequent contact with town, state, and federal officials, other fire departments, the media, insurance companies, and other town departments, requiring excellent customer service and communication skills; contacts are in person, in writing, and by telephone and require discussing highly complex administrative and technical matters. Maintains communications with boards, committees and officials whose functions have a bearing on fire protection and emergency response in Town.

Has access to an extensive amount of highly confidential information such as personnel records, information within the auspice of HIPPA personal record protection laws, criminal investigations and records, litigation, personal information about citizens, homeland security information, as well as collective bargaining.

Errors can be costly in terms of decreased or less efficient protection to persons and property, confusion and delay, and result in direct financial and legal repercussions to the Town and individuals.

Essential Functions:

(The essential functions, or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

The Fire Chief administers all Fire Department programs including fire prevention, fire suppression, hazardous materials operations, rescue operations, emergency preparedness and management, staff training, and equipment maintenance. Directs and has authority and responsibility for the firefighting and emergency operations at all major Town fire and EMS emergencies and may be called to respond to and assist in directing mutual aid incidents to surrounding towns.

Manages the day to day operations of the Fire Department under the direction of the Board of Selectmen and Town Administrator; supervises the operation of the Fire Department, including employee duty assignments, the care and maintenance of stations, apparatus and equipment, the requisition of equipment and supplies, the formulation of department rules and regulations and the maintenance of records.

Serves as a leader of the Town of Princeton's Emergency Management Team; serves as Emergency Management Director and has final authority and responsibility during natural and other disasters.

Oversees the training of all Department personnel in current firefighting and emergency management techniques. The Fire Chief directs in-service training through subordinate officers and instructors for all staff including theory and hands-on instruction in the use of appliances and equipment. The Fire Chief communicates training information and resources to staff

including seminars, videotapes, trade journals and manuals. Pursues and manages training grant funds through Federal Department of Homeland Security.

Supervises, trains and evaluates subordinates; oversees the assignment of members of the force to shifts and daily routines; determines disciplinary action as required; interviews and recommends appointment or promotion of all applications for positions within the fire department.

Prepares and manages the department budget and controls expenditures; prepares specifications for apparatus, equipment, tools, clothing and other items to be purchased; prepares and submits monthly reports to the Town Administrator regarding the department's activities and prepares a variety of other reports as appropriate including the fire service annual report. Is current on all federal and state grants provided for fire suppression and EMS services and responds in kind to with regard to grant submissions and availability for the Town of Princeton under the supervision of the Town Administrator and Board of Selectmen.

Subject to adoption by the Selectboard, formulates and reviews policies to ensure that the needs of the community are met. Promulgates and issues general and special orders covering every function of the department.

Oversees building(s) and vehicle maintenance; plans and implements vehicle upgrade schedule.

Researches and plans the development of long and short range goals for the department in all areas. Formulates and reviews policies to ensure that the needs of the community are met in regards to protection of life and property from fire and other disasters; promulgates and issues general and special orders covering every function of the department.

Conducts investigations on the causes of fires in conjunction with local and state law enforcement officers in cases of fire-related criminal activity, such as arson; administers the enforcement of all codes, bylaws, and laws relating to fire prevention and suppression.

Acts as representative of the Fire Department before Board of Selectmen, MEMA, FEMA, and citizen groups; represents the fire department at community, civil, and social events.

Attends professional meetings and conferences for purposes of emergency management planning/homeland security issues, regional discussions, and information gathering and exchange; several of the organizations/agencies involved include: the Massachusetts Association of Fire Chiefs, the International Association of Fire Chiefs, the New England Fire Chiefs Association; Massachusetts Emergency Management Agency; Federal Emergency Management Agency. Attends regular EMS meetings at EMS region II headquarters in Holden

Participates in mutual aid with other area municipalities.

Oversees the maintenance of all Department records and statistics.

Oversees the Town's emergency medical services and makes regular reports to the BOS and/or Town Administrator.

Keeps abreast of developments in the field and technology of firefighting equipment, procedures and emergency preparedness.

Plans, implements and promotes public information programs in fire prevention, emergency preparedness, and safety. Actively provides public education services throughout the community with specific emphasis given to programs to school aged children through the Student Awareness of Fire Education (S.A.F.E) or similar program.

Acts as Forest Warden for the Town.

Coordinates the Town's Right to Know programs.

Maintains departmental inventories and records regarding equipment, inspections, and testing.

Oversees and directs arson investigations, cooperating with state and federal agencies.

Reviews and approves/disapproves building plans relative to fire code compliance.

Reviews licenses and permits for the storage of flammables, oil burner installations, gun powder storage, wood stove permits, open burning. Has authority to revoke permits for non-compliance.

Performs similar or related work as required.

Recommended Minimum Qualifications:

Education, Training and Experience:

Bachelor's degree from an accredited four-year college or university in fire science, engineering, business, public administration, or a closely related field; supplemented by completion of Massachusetts Firefighters Academy courses; ten years of firefighting experience, five of which have been in a supervisory capacity; or any equivalent combination of education and experience.

Special Requirements:

Firefighter I/II (Attend Mass. Fire Academy program)
Ongoing departmental training (6 hours per month) 72 hours/ year

National Incident Management System Training Certified (NIMS)

NIMS 100 3 hours
NIMS 700 3 hours
NIMS 200 6 hours
NIMS 300 18 hours
NIMS 400 14 hours
NIMS 800 3 hours

Hazardous Materials Operations Level - Initial Course 24 hours
Annual Refresher 8 hours

Cardiopulmonary Resuscitation (CPR) and First Responder's First Aid training (annually).
OR

heads, the Town Administrator, civic leaders and members of the community. Ability to communicate effectively with all levels of the Fire Department, the municipal organization and the community.

Skill: Outstanding written and oral communications skills; outstanding interpersonal and "people" skills. Personal and professional integrity of the highest order, demonstrated in both his/her public and private life. Excellent fiscal skills. Demonstrated skills in working cooperatively with other agencies, citizen groups, and individuals in promoting the best delivery of services to the community. Skill in all of the above listed tools and equipment; good organization and communication skills.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, talk or hear; stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance on ladders; stoop, kneel, crouch, or crawl; and taste or smell. Wearing protective equipment weighing up to 50 pounds, must be able to lift fire equipment or persons up to 150 pounds. Physical agility required to access all areas of inspection and fire sites. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Position requires the wearing of protective clothing. Must meet any additional requirements promulgated by the Massachusetts Office of Emergency Medical Services to act as an EMT *if certified at the EMT level.*

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)