

Mr. Hayward,

Your email dated April 25, 2023 requested any documents "that would shed light on" the employment status of Ben Sargent including his date of employment and, if applicable termination; and date of suspension, the reason for the suspension and what will trigger his return to employment; as well as any salary or other payment he is or has received from the Town since January 2022. You also requested any document "that would shed light on" his job performance, including complaints, commendations, disciplinary actions, internal investigations and corrective plans.

Without taking any position on whether the following records "shed light on" the questions you have raised, the following records are being produced:

- Conditional Offer of Employment as Full Time Police Officer dated 4-11-11;
- Oaths of Office dated 10-25-11; 7-11-14; 1-31-17; 12-20-19;
- Employee Status Change Forms dated 4-11-11;4-12-12;1-23-17-12-21-19; 1-1-23
- Letter dated 10-31-16 from Chief of Police Joseph E. O'Brien to Litchfield Board of Selectmen RE; Promotion to Captain;
- Form B to the New Hampshire Police Standards and Training Council ("PTSC") dated 01-31-17;
- Employment Contract between the Town of Litchfield and Benjamin E. Sargent as Chief of Police dated November 25, 2019;
- Letter dated January 12, 2022 from Troy Brown, Town Administrator to Ben Sargent;
- Memo to Department Heads and the Litchfield Police Department Personnel from Troy Brown, Town Administrator dated January 11, 2022 re: Notice of Acting Chief;
- Letter from Litchfield Board of Selectmen to Ben Sargent dated April 12, 2022;
- Form B to PTSC dated 4/12/2022
- Memo to Litchfield Police Department Personnel and Department Heads from Troy Brown, Town Administrator Re: Notice of Interim Police Administrator dated May 2, 2022 together with a bio summary of Michael French of MRI;
- Letter from the Office of the Attorney General NH Department of Justice to Acting Chief French dated June 1, 2022
- Letter from Interim Police Administrator Michael French to PTSC dated June 15, 2022 together with Form B;
- A copy of Form G filed with PSTC by Office of the Attorney General;
- Letters of commendation regarding Ben Sargent;
- Employee Calendar Year History record all wage payments since January 2022.
- Complaint of Taylor Dezotell dated 1-2-2022
- Amendment to Complaint of Taylor Dezotell dated 1-4-2022

Please note that these documents have been redacted where necessary to remove confidential information.

Records that may be responsive to your request but have been excluded from production because they are exempt pursuant to RSA 91-A:5(IV) as personnel records or other confidential information to which the balancing test articulated in Union Leader Corp. v. Town of Salem has been applied:

- Performance evaluation dated 4/26/2013;
- Performance evaluation dated 2/11/2014;
- Performance evaluation dated 3/4/2015;
- Performance evaluation dated 3/28/2016;
- Unredacted Investigative Report dated March 23, 2022 by Investigator Talesha St. Marc.

The Town has no other records responsive to your April 25, 2023 request.



TOWN OF LITCHFIELD POLICE DEPARTMENT

Two Liberty Way, Suite 2, Litchfield, NH 03052

Business Phone 603-424-4047

Fax 603-424-3423

Joseph E. O'Brien Jr.
Chief of Police

CONDITIONAL OFFER OF PROBATIONARY EMPLOYMENT

I. PURPOSE

The purpose of this agreement is to extend to the applicant a conditional offer of employment. The applicant must meet the listed terms and conditions before being hired by the department. A final offer of employment will be extended to you only after you have satisfied all the requirements established by this department. All entering applicants for the listed position of FullTime Police Officer are required to successfully comply with these same conditions.

II. PARTIES

This is an agreement between TOWN OF LITCHFIELD and BENJAMIN SARGENT SS# 016-62-7123

III. TERMS AND CONDITIONS

An applicant must meet the following terms and conditions:

- a. Minimum employment standards for full time police officer as established by the New Hampshire Police Standards & Training Council.
- b. Minimum required training as mandated by the New Hampshire Police Standards & Training Council at the New Hampshire Police Academy.
- c. Sufficient physical condition, as determined by a medical history and examination, necessary to perform the essential functions of the above position, and complete the police academy training.
- d. Any additional requirements specified by the department, which may include:

☒ Field training ☐ Psychological test(s)
☐ Polygraph examination
☐ Other (Specify) _____

IV. LENGTH OF AGREEMENT

This conditional offer of employment shall remain valid and in effect for one year from the date of this agreement, however, this offer shall be immediately withdrawn upon the applicant's failure to meet any one of the above terms and conditions. The applicant will receive a final offer of employment subject to a probationary period after all the conditions have been satisfied.

The effective date of this agreement is April 11, 2011

ACKNOWLEDGEMENT

Successful compliance with these job related and necessary conditions of employment is required to carry out the essential functions for the above position. I have read and understand the terms of this **CONDITIONAL OFFER OF PROBATIONARY EMPLOYMENT** and agree to abide by these terms.



Agency Representative



Applicant

4-11-11

Date

4-11-11

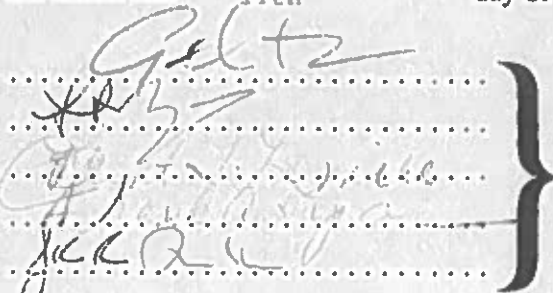
Date

To Benjamin Sargent of Dunstable, in the
County of Middlesex

WHEREAS, there is a vacancy in the office of Police Department in
said town and whereas we, the subscribers, have confidence in your ability and integrity to
perform the duties of said office, we do hereby appoint you the said

Benjamin Sargent a Probationary Police Officer of said
town; and upon your taking the oath of office, and having this appointment and the certificate of
said oath of office recorded by the town clerk, you shall have the powers, perform the duties, and
be subject to the liabilities of such office, until April 11, 2012

Given under our hands this 11th day of April 2011



Selectmen of

Litchfield, NH.....

I, Benjamin Sargent X B. S. do solemnly swear that I will
faithfully and impartially discharge and perform all the duties incumbent on me as
probationary police officer according to the best of my abilities, agreeably to the
rules and regulations of the constitution and laws of the State of New Hampshire.
SO HELP ME GOD.

STATE OF NEW HAMPSHIRE,

ss.

Hillsborough COUNTY,

Personally appeared the above named Benjamin Sargent who took and
subscribed the foregoing oath Before me,

Date 4-11-11 2011

Received and Recorded.

113A

Police Chief

Town Clerk

To Benjamin Sargent of Hudson, NH in the
County of Hillsborough

WHEREAS, there is a vacancy in the office of Police Department in
said town and whereas we, the subscribers, have confidence in your ability and integrity to
perform the duties of said office, we do hereby appoint you the said

Benjamin Sargent a Full-Time Police Officer of said
town; and upon your taking the oath of office, and having this appointment and the certificate of
said oath of office recorded by the town clerk, you shall have the powers, perform the duties, and
be subject to the liabilities of such office, until Tenured

Given under our hands this 11th day of October 20 11

.....
.....
.....
.....
.....
..... } Selectmen of
.....
..... } Litchfield.....

I, Benjamin Sargent do solemnly swear that I will
faithfully and impartially discharge and perform all the duties incumbent on me as
Full-Time Police Officer according to the best of my abilities, agreeably to the
rules and regulations of the constitution and laws of the State of New Hampshire.
SO HELP ME GOD.

STATE OF NEW HAMPSHIRE,

ss.

Hillsborough COUNTY,

Personally appeared the above named Benjamin Sargent who took and
subscribed the foregoing oath. Before me,

Date 10/25/ 2011
Received and Recorded.
LITCHFIELD NEW HAMPSHIRE

.....
.....
Town Clerk

WHEREAS, there is a vacancy in the office of **Police Department** in said town and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you the said **Benjamin Sargent** a **Sergeant** of said town; and upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the town clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until **tenured**.

Frank Q. Ryan

Selectmen of Litchfield

I, Benjamin Sargent do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as Sergeant according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire.

STATE OF NEW HAMPSHIRE.

SS.

COUNTY,

Personally appeared the above named Benjamin Sargent

who took and

Subscribed the foregoing oath. Before me,

Date 7/11/2014

Received and Recorded


Chief of Police

WHEREAS, there is a vacancy in the office of **Police Department** in said town and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you the said **Benjamin Sargent** as **Captain** of said town; and upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the town clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until **Tenured**.

First Letter
to
Frank Byron

I, BENJAMIN SURGENT  do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as CAPTAIN according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire.

HILLSBOROUGH COUNTY,

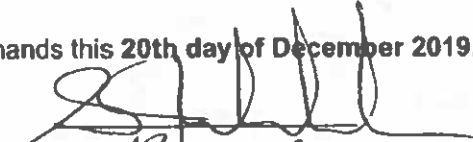
Jnsf
Police Chief

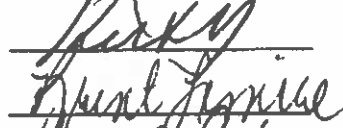
ORIGINAL

To **Benjamin E. Sargent of Hudson , NH in the County of Hillsborough**

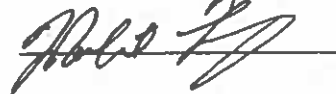
WHEREAS, there is a vacancy as a member of the Police Department in said Town and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you said **Benjamin E. Sargent** of said town; and upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the town clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office until **Tenure**.

Given under our hands this **20th day of December 2019**.









Selectmen of
Litchfield

I, **Benjamin E. Sargent**,  do
solemnly swear that I will faithfully and impartially discharge and perform all the duties
incumbent on me as a **Full-Time Police Chief** according to the best of my abilities, agreeably to
the rules and regulations of the constitution and laws of the State of New Hampshire. So help
me God.

STATE OF NEW HAMPSHIRE,
Hillsborough COUNTY,

ss.

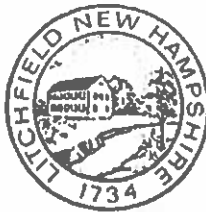
Personally appeared the above named **Benjamin E. Sargent** who took and Subscribed the
foregoing oath. Before me,

Date , **2/20/19**

Received and Recorded



Chief of Police



Town of Litchfield
Employee Status Change Form

(Anytime there is an employee status change in your department this form must be completed and a copy given to the Town Administrator)

PLEASE ENTER THE FOLLOWING CHANGE (S) IN YOUR RECORDS
EFFECTIVE DATE April 11, 2011

Employee Name BEN SARGENT First Day of Work 4-12-11 (new hire only)
Pay Rate Information:

CHECK ALL APPROPRIATE BOXES	FROM	TO
☐ Department Worked in		
☐ Position Title		
☐ Shift		
☐ Annual Salary		
☐ Hourly Rate	<u>25.82</u>	
☐ Classification (Grade/Salary)		
☐ Change in Supervisor		
☐ Other:		

***REASON FOR CHANGE (S)**

- | | |
|--|--|
| ☒ Hired | ☐ Length of Service Increase |
| ☐ Re-Hired | ☐ Annual Evaluation |
| ☐ Promotion | ☐ Re-Evaluation of Existing Job |
| ☐ Union Scale | ☐ Merit Increase |
| ☐ Transfer | ☐ Probationary Period Completed |
| ☐ Moved to Active | ☐ Moved to Temporary Inactive |
| ☐ Other (explain in detail) | ☐ Outside Union Scale/Out of Rank |

Signatures

Employee B. E. S.

Date 04/12/11

Dept. Head [Signature]

Date 4-11-11

Town Administrator [Signature]

Date 4/11/11



Town of Litchfield
Employee Status Change Form

(Anytime there is an employee status change in your department this form must be completed and a copy given to the Town Administrator)

PLEASE ENTER THE FOLLOWING CHANGE (S) IN YOUR RECORDS

EFFECTIVE DATE 4/11/12

Employee Name Benjamin Sargent First Day of Work _____ (new hire only)
Pay Rate Information:

CHECK ALL APPROPRIATE BOXES		FROM	TO
☐	Department Worked in		
☐	Position Title		
☐	Shift		
☐	Annual Salary		
☒	Hourly Rate	\$ 26.34	\$ 28.48
☐	Classification (Grade/Salary)		
☐	Change in Supervisor		
☐	Other:		

***REASON FOR CHANGE (S)**

☐ Hired

☐ Re-Hired

☐ Promotion

☒ Union Scale

☐ Transfer

☐ Moved to Active

☒ Other (explain in detail)

☐ Length of Service Increase

☐ Annual Evaluation

☐ Re-Evaluation of Existing Job

☐ Merit Increase

☐ Probationary Period Completed

☐ Moved to Temporary Inactive

☐ Outside Union Scale/Out of Rank

master Patrolman

Signatures

Employee [Signature]

Date 04/16/12

Dept. Head [Signature]

Date 4-16-12

Town Administrator [Signature]

Date 4/16/12

Entered into payroll: _____



**Town of Litchfield
Employee Status Change Form**

(Anytime there is an employee status change in your department this form must be completed and a copy given to the Town Administrator)

PLEASE ENTER THE FOLLOWING CHANGE (S) IN YOUR RECORDS
EFFECTIVE DATE 1-23-17

Employee Name BENJAMIN SARGENT First Day of Work _____ (new hire only)
Pay Rate Information:

CHECK ALL APPROPRIATE BOXES		FROM	TO
☐	Department Worked in		
☒	Position Title	<u>Sergeant</u>	<u>CAPTAIN</u>
☐	Shift		
☐	Annual Salary		
☒	Hourly Rate	<u>\$34.62</u>	<u>\$40.87</u>
☐	Classification (Grade/Salary)		
☐	Change in Supervisor		
☐	Other:		

***REASON FOR CHANGE (S)**

Hired

Length of Service Increase

Re-Hired

Annual Evaluation

Promotion

Re-Evaluation of Existing Job

Union Scale

Merit Increase

Transfer

Probationary Period Completed

Moved to Active

Moved to Temporary Inactive

Other (explain in detail)

Outside Union Scale/Out of Rank

Signatures

Employee [Signature]

Date 01/23/17

Dept. Head [Signature]

Date 01-23-17

Town Administrator [Signature]

Date 01-23-17



Town of Litchfield
Employee Status Change Form

(Anytime there is an employee status change in your department this form must be completed and a copy given to the Town Administrator)

PLEASE ENTER THE FOLLOWING CHANGE (S) IN YOUR RECORDS

EFFECTIVE DATE 12/21/19

Employee Name Benjamin E. Sargent First Day of Work _____ (new hire only)

Pay Rate Information:

CHECK ALL APPROPRIATE BOXES	FROM	TO
☒ Department Worked in		
☒ Position Title	Captain	Chief
☐ Shift		
☒ Annual Salary		
☒ Hourly Rate	\$42.52	\$50.48
☐ Classification (Grade/Salary)		
☐ Change in Supervisor		
☐ Other:		

***REASON FOR CHANGE (S)**

- | | |
|--|--|
| ☐ Hired | ☐ Length of Service Increase |
| ☐ Re-Hired | ☐ Annual Evaluation |
| ☒ Promotion | ☐ Re-Evaluation of Existing Job |
| ☐ Union Scale | ☐ Merit Increase |
| ☐ Transfer | ☐ Probationary Period Completed |
| ☐ Moved to Active | ☐ Moved to Temporary Inactive |
| ☐ Other (explain in detail) | ☐ Outside Union Scale/Out of Rank |

Signatures

Employee [Signature]

Date 12/11/19

Dept. Head [Signature]

Date 12/12/19

Town Administrator _____

Date _____



fill

Town of Litchfield
Employee Status Change Form

(Anytime there is an employee status change in your department this form must be completed and a copy given to the Town Administrator)

PLEASE ENTER THE FOLLOWING CHANGE (S) IN YOUR RECORDS

EFFECTIVE DATE 1/1/23

Employee Name Benjamin Sargeant First Day of Work _____ (new hire only)

Pay Rate Information:

CHECK ALL APPROPRIATE BOXES		FROM	TO
☐	Department Worked in		
☐	Position Title		
☐	Shift		
☒	Annual Salary		
☒	Hourly Rate	\$53.57	\$54.65
☐	Classification (Grade/Salary)		
☐	Change in Supervisor		
☐	Other:		

***REASON FOR CHANGE (S)**

☐ Hired

☐ Length of Service Increase

☐ Re-Hired

☐ Annual Evaluation

☐ Promotion

☐ Re-Evaluation of Existing Job

☐ Union Scale

☐ Merit Increase

☐ Transfer

☐ Probationary Period Completed

☐ Moved to Active

☐ Moved to Temporary Inactive

☒ Other (explain in detail)

☐ Outside Union Scale/Out of Rank

2% increase per contract

Signatures

Employee _____

Date _____

Dept. Head _____

Date 12/22/22

Town Administrator _____

Date _____



Joseph E. O'Brien Jr.
Chief of Police

TOWN OF LITCHFIELD POLICE DEPARTMENT

Two Liberty Way, Suite 2, Litchfield, NH 03052
Business Phone 603-424-4047
Fax 603-424-3423

October 31, 2016

Litchfield Board of Selectmen
2 Liberty Way Suite 1
Litchfield, New Hampshire 03052

CONFIDENTIAL

Promotion to Captain

Honorable Board Members,

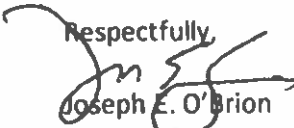
I am forwarding you the police officer I would like to promote to the rank of Captain. This person is Benjamin Sargent. Mr. Sargent has been employed with the town of Litchfield since April of 2011. He attained the rank of sergeant in July of 2014.

Mr. Sargent has been a fully certified police officer since 2001 and holds a Bachelor of Science degree from Western New England College in law enforcement. His training is vast and includes sexual assault investigations, crime scene investigations, interviews and interrogation, computer crimes to name a few. Mr. Sargent was hired by the Federal Bureau of Investigation in which he attained a top security clearance. His devotion to family and marriage led him to leave the FBI and relocate back to family in New England.

During his time with the town of Litchfield, Mr. Sargent took charge of many serious cases to include drug investigation with state task force, death investigations, and assistant prosecutor. We provided Mr. Sargent with advanced training in drug investigations, undercover operations, advanced homicide investigation, child death investigations, field training officer, and police prosecutor. The training and expertise Mr. Sargent possesses is ideal for the position of Captain.

It is without hesitation that I recommend the promotion to the rank of Captain for Mr. Ben Sargent.

Respectfully,


Joseph E. O'Brien
Chief of Police

NH POLICE STANDARDS & TRAINING COUNCIL

EMPLOYEE STATUS NOTIFICATION FORM "B"

PLEASE PRINT OR TYPE

1. Social Security No. 016-62-7123	2. Last Name Sargent	First Name Benjamin	Middle Initial E	3. Date of Birth 11-06-79
4. Department Litchfield PD		5. Department Address 2 Liberty Way Litchfield, NH 03052		6. Effective Date of Change noted in Section 1 or 2 below 01-23-17

SECTION 1

The employment status of the above-named officer was: full-time ☐ part-time ☐ prior to submission of this status change notification form.

The above-named officer: (check appropriate box)

- a. ☐ has been assigned to full-time duty status from part-time duty status*
- b. ☐ has been assigned to part-time duty status from full-time duty status*
- c. ☐ failed to successfully complete probationary period
- d. ☐ resigned to go to _____ (name of department)
- e. ☐ has been discharged
- f. ☐ ordinary resignation
- g. ☐ negotiated resignation
- h. ☐ ordinary retirement
- i. ☐ disability retirement
- j. ☐ died
- k. ☐ resigned in lieu of dismissal
- l. ☐ suspended for _____ days
- m. ☐ other _____

*If a. or b. checked above, please note:

1. Upon assignment to full-time duty status from part-time duty status, a Form "A" should be submitted with this Form "B".
2. Upon assignment to part-time duty status from full-time duty status, a Form "A" should be submitted with this Form "B".

SECTION 2

This officer promoted to rank of Captain effective on date noted in Item 6 above.

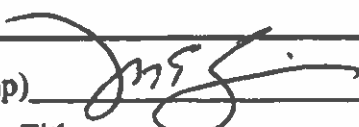
This officer demoted to rank of _____ effective on date noted in Item 6 above.

SECTION 3

Please note the following name change:

First: _____ Last: _____

Reason: _____

Signature of Hiring Authority (no stamp) 

Date: 01-31-17 Title: Police Chief

TOWN OF LITCHFIELD, NEW HAMPSHIRE
EMPLOYMENT CONTRACT

AGREEMENT made this **25th of November 2019** by and between the Town of Litchfield (hereinafter "EMPLOYER") and **Benjamin E. Sargent** (hereinafter "EMPLOYEE".)

FOR AND IN EXCHANGE OF the mutual promises contained herein, the parties hereby agree that the following terms and conditions shall govern the employment, duties, salary and benefits to which EMPLOYEE shall be obligated and entitled as Chief of Police of the Town of Litchfield.

1.0 DURATION.

The Initial term of this contract shall be for a period commencing December 22, 2019 to December 31, 2023. EMPLOYEE's actual appointment as Chief of Police shall be pursuant RSA 105:1.

2.0 COMPENSATION AND BENEFITS:

2.1 Salary.

Effective December 22, 2019, EMPLOYEE shall receive a gross weekly salary of \$2,019.24 per week.

Effective July 1, 2020, EMPLOYEE shall receive a gross weekly salary of \$2,059.62 per week (2% increase).

Effective January 1, 2021, EMPLOYEE shall receive a gross weekly salary of \$2,100.81 per week (2% increase).

Effective January 1, 2022, EMPLOYEE shall receive a gross weekly salary of \$2,142.83 per week (2% increase).

Effective January 1, 2023, EMPLOYEE shall receive a gross weekly salary of \$2,185.67 per week (2% increase).

It is acknowledged and agreed that EMPLOYEE is an "exempt" employee as that term is defined in the Fair Labor Standards Act and in that regard EMPLOYEE agrees and acknowledges that he is not entitled to be paid overtime for any hours worked beyond 40 hours in a workweek.

2.2 Earned Time. Current accrued earned time and sick leave shall carry forward into this contract and shall be subject to the maximum accrual of 320 hours. Employee shall accrue 256 hours of Earned Time annually. The EMPLOYEE shall not be eligible to participate in the annual earned time buyback program. All other provisions of the Earned Time section of the Town's Personnel Policy shall apply.

2.3 Holidays. EMPLOYEE shall receive the same paid holidays as other town employees per the Town's Personnel Policy.

2.4 Bereavement. EMPLOYEE shall receive the same bereavement leave as other town employees per the Town's Personnel Policy.

2.5 Longevity. EMPLOYEE shall receive the same longevity benefit as other town employees per the Town's Personnel Policy. Benefit eligibility shall be based on EMPLOYEE'S anniversary date of employment (Month, day, year).

2.6 Insurance. EMPLOYEE shall be eligible to participate in EMPLOYER's group medical and dental insurance plans, long and short term disability insurance plans and life insurance plan.

2.6.1 EMPLOYER shall pay for HMO coverage at 80% for individual, two person and family plans. This amount paid by the EMPLOYER may also be applied to buy up to the POS plan, with EMPLOYEE paying the difference between the cost of the HMO and POS plan. If EMPLOYEE chooses not to take the EMPLOYER'S offer of Health Insurance and demonstrates coverage under another plan, EMPLOYEE shall receive a buy-out based on the level of health insurance for which the employee would be eligible. The value of the buyout shall be based on one half of the Town's share of health insurance premiums for the HMO (or prevailing equivalent plan), or a pro-rated value for the remaining weeks in the health insurance year based on the EMPLOYEE'S election to participate in the buyout program. Eligible avoided premium cost will be paid to the EMPLOYEE in equal payments through the EMPLOYER'S regular payroll process. All other provisions of the health insurance section of the Town's Personnel Policy shall apply.

2.6.2 EMPLOYER shall pay 80% of the premiums associated with such

dental insurance and EMPLOYEE shall pay 20% of the premiums associated with such dental insurance plan.

2.6.3 EMPLOYER shall pay 100% of the premiums for Short and Long Term Insurance. The short term disability coverage will provide for 66 2/3% of EMPLOYEE's base salary up to a maximum of \$900 weekly for a period of 26 weeks. Payments begin the first day after the accident or after 7 calendar days for all other eligible situations. The long term coverage shall provide for payments of 60% of EMPLOYEE base salary, up to a maximum of \$4,000 dollars monthly. Payment begins after 180 days of qualifying disability.

2.6.4 EMPLOYER shall pay 100% of the premiums for Life Insurance coverage in the amount of Fifty-Thousand Dollars (\$50,000.00).

EMPLOYER may change insurance carriers as the need arises. In any such event, EMPLOYEE shall be notified in advance of any such change,

2.7 Uniform Allowance. EMPLOYEE shall be provided with a uniform allowance of Seven Hundred Fifty Dollars (\$750.00) per year.

2.8 Retirement. EMPLOYEE shall be eligible to participate in the Policeman's Retirement System (RSA Chapter 103) or the New Hampshire Retirement System (RSA Chapter 100-A)

2.8.1 The EMPLOYER offers a voluntary retirement deferred compensation plan commonly referred to as a 457(b) plan.

3.0 DUTIES AND RESPONSIBILITIES:

3.1 General. Subject to such written formal policies as may be adopted by the Board of Selectmen, EMPLOYEE shall be the department head of the Police Department and have the authority to direct and control all employees of the Police Department in their normal course of duty and shall be responsible for the efficient and economical use of all Police Department equipment. Employee shall be responsible for disciplining all employees of the Police Department, subject to grievance and appeal rights, if any, to the Board of Selectmen. EMPLOYEE shall report directly to the Board of Selectmen, shall exercise all lawful powers of his office as Chief of Police, and shall issue such lawful orders as are necessary to assure the effective performance of the Litchfield Police Department.

3.2 Law Enforcement. EMPLOYEE shall be responsible for the equal and fair enforcement of all laws coming within the legal jurisdiction of the Town of

Litchfield.

3.3 Staffing. EMPLOYEE shall be responsible for planning, directing, coordinating, and staffing all activities of the Police Department. EMPLOYEE shall establish a routine of daily duties to be performed by police officers. EMPLOYEE shall be responsible for assigning, detailing or transferring any member or employee of the Police Department to or from any assignment. EMPLOYEE shall designate a police officer to serve as officer in charge in his absence and shall provide for investigations into all cases of alleged or apparent misconduct by Police Department members or employees.

3.4 Rules and Regulations. EMPLOYEE shall be responsible for implementing and enforcing all rules, policies, and procedures, general and special orders within the Police Department.

3.5 Reports. EMPLOYEE shall be responsible for the completion and forwarding of such reports as may be required by proper authority.

3.6 Public Relations. EMPLOYEE shall be responsible for public relations with local citizens, local government and other related or law enforcement agencies.

3.7 Police Department Facility and Equipment. EMPLOYEE shall be responsible for the Police Department facility and property and equipment used by the Police Department. EMPLOYEE shall not be permitted to make any structural changes to the Police Department facility without prior consent of the Board of Selectmen, which consent may be withheld for any reason. He shall be responsible for the efficient and economical use of all equipment and shall maintain an inventory and maintenance record system of same.

3.8 Training. EMPLOYEE shall be responsible for the training of all members of the Police Department. EMPLOYEE shall ensure that all members have available a copy of the Rules and Regulations for the Police Department.

3.9 Department Organization. EMPLOYEE shall be responsible for maintaining a professional organizational structure for the Police Department.

3.10 Supervision. EMPLOYEE shall ensure that the duties and responsibilities of members and employees are being properly discharged. EMPLOYEE shall be responsible for the necessary delegation of authority to those under his command.

3.11 Inspection of Licensed Public Places. EMPLOYEE shall exercise general supervision and inspection of all licensed public places within the Town of Litchfield. Notwithstanding the foregoing, it is agreed and understood that the

Health Department and the Fire Department shall maintain exclusive control with regard to restaurant inspections

3.12 Continuing Education and Development. The proposed continuing education of the EMPLOYEE shall be consistent with industry standards for the continuing education of chiefs of police. The expense of continuing education shall be paid from the Police Department's budget. EMPLOYEE will develop or adopt new techniques to improve effectiveness in the discharge of the Police Department's obligations. The EMPLOYER will allow the EMPLOYEE to attend classes without loss of compensation in the event the class is held during day time hours. Upon successful completion of an educational degree while employed by the Litchfield Police Department the EMPLOYEE will receive a one time stipend. Stipends will be in the following amounts: Master's degree \$6,000 and/or Ph.D, J.D. \$8,000. EMPLOYEE shall receive a one time stipend in the amount of \$5,000 upon successful completion of the FBI National Academy.

3.13 Annual Report and Budget. EMPLOYEE shall submit an annual report to the Board of Selectmen concerning the activities of the Police Department. EMPLOYEE will be responsible for the preparation and justification of the annual Police Department budget and for the specification, purchase and control of all department equipment and expenses.

3.14 Records. EMPLOYEE will maintain a personnel record system which shall contain all pertinent information on all Police Department members and employees.

3.15 Employee Discipline. EMPLOYEE shall be responsible for the discipline of Police Department employees, said discipline to be carried out in a manner consistent with the Rules and Regulations of the Police Department and/or in the event the employee is a member of a Collective Bargaining Unit, the Collective Bargaining Agreement.

3.16 Police Prosecutor. EMPLOYEE shall have sole and exclusive authority in the supervision of the Police Prosecutor concerning all prosecutorial and law enforcement matters. EMPLOYEE shall keep currently advised of the status of all legal proceedings in which the police prosecutor is involved on behalf of the TOWN and the State of New Hampshire. EMPLOYEE shall review, examine and approve all bills for expenditures or the payment of money by the Police Prosecutor or in connection with any such legal proceedings. Subject to applicable law and the professional and ethical rules governing the practice of law, EMPLOYEE shall have final authority with regard to any decision to file a criminal complaint or enter into a plea bargain agreement. Notwithstanding the

ORIGINAL

foregoing, it is agreed and understood that pursuant to RSA S 41:10-a, the Police Prosecutor serves at the pleasure of the Board of Selectmen who shall have the sole and exclusive authority concerning matters of appointment or termination upon consultation of the EMPLOYEE.

3.17 Other EMPLOYEE shall be responsible for any other duties assigned to him from time to time by the Board of Selectmen. EMPLOYEE shall report to and meet with Board of Selectmen from time to time as they may require or as may be necessary and he shall submit such reports, budgets and other information concerning the Police Department as may lawfully be required.

4.0 EVALUATION:

EMPLOYEE is expected to perform and operate the Police Department in a professional and up-to-date manner. As such, he will be evaluated by the Board of Selectmen at a minimum, annually, in writing, with respect to the Duties and Responsibilities set forth in Paragraph 3 of the within Agreement.

5.0 LIABILITY:

The Town agrees to maintain professional police liability insurance coverage for the EMPLOYEE through the town's pooled risk management program.

6.0 AUTOMOBILE:

The Town shall provide a vehicle for use by EMPLOYEE and all operating and maintenance expenses and insurance shall be paid by the EMPLOYER. Said vehicle is to be used by the EMPLOYEE in the performance of his duties, for official town business, for his professional growth and development and any other occasions approved by the Board of Selectmen. In addition, it may be used for private use on and off duty within a 50 mile radius from the Police Station. since the EMPLOYEE is "ON CALL" in the event of an emergency. The Board of Selectmen may grant authorization for more extensive private use on a case by case basis.

7.0 DISCIPLINE AND DISCHARGE:

7.1 EMPLOYEE shall only be disciplined using methods and procedures as outlined in the Rules and Regulations for the Police Department of the Town which shall include a progressive method of discipline of first a verbal notice, second a written notice, and third suspension or discharge for the same offense or violation unless such offense is so serious or involves a crime that immediate suspension or discharge is required.

7.2 The Chief of Police may be suspended without pay and/or discharged prior to the expiration of this contract only for just cause upon proper

written notice pursuant to RSA 105:2-a. In the event of a termination, EMPLOYEE shall continue to receive salary and benefits for a period of 45 days after the termination date regardless of whether or not EMPLOYEE appeals the termination. In the event of a successful appeal, this amount shall serve as a credit against any back wage award, if any.

8.0 RENEWAL AND TERMINATION:

8.1 Nothing herein shall prevent the EMPLOYER and the EMPLOYEE from renegotiating the terms and conditions of this Agreement subsequent to its execution. Any changes to the within Agreement must be in writing signed by both parties.

8.2 This Agreement may be voluntarily terminated with thirty days written notice upon mutual agreement of the EMPLOYER and the EMPLOYEE.

8.3 Upon the termination of employment of the Chief of Police, he shall be entitled to compensation for all accrued Earned Time.

8.4 Should negotiations for EMPLOYEE'S terms of employment beyond December 31, 2023 not be successful the EMPLOYEE shall continue his employment under the same terms and conditions, including salary and benefits, until a successor agreement is negotiated.

9.0 MISCELLANEOUS:

9.1 EMPLOYEE is encouraged to take advantage of the latest developments and training in law enforcement and, as such, all dues and expenses relative to professional organizations, meetings and conferences shall be considered normal department expenses.

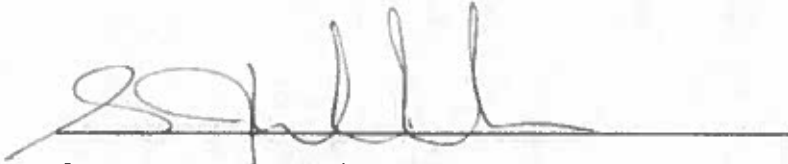
9.2 EMPLOYEE shall be allowed to attend the annual conference of the New Hampshire Chiefs of Police, the New England Chiefs of Police and the International Association of Chiefs of Police.

9.3 It is understood and agreed that the EMPLOYEE may be required to work odd hours in order to function effectively and may be required to perform patrols, make field inspections, attend meetings, training, and participate in community activities. During any of the above activities, including attending conferences he shall be considered as working and entitled to any benefits and protection as allowed to him during normal working hours.

9.4 In matters concerning the welfare or liability of the Town,

ORIGINAL

EXECUTED this 25th day of November of 2019
TOWN OF LITCHFIELD By its Board of Selectmen

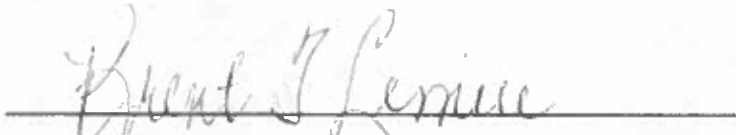


Steven J. Webber, Chairman

Date 11-25-19



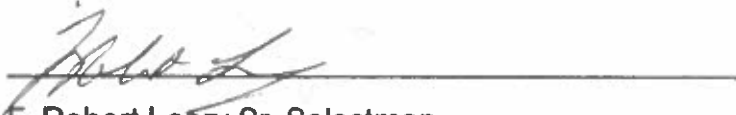
Kurt D. Schaefer, Vice-Chairman



Brent T. Lemire, Selectman



Kevin A. Lynch, Selectman



F. Robert Leary Sr. Selectman



Benjamin E. Sargent

Date 11/27/19



TOWN OF LITCHFIELD

2 Liberty Way, Suite 1, Litchfield, NH 03052
Tel: 603-424-4046 Fax: 603-424-3014 www.litchfieldnh.gov

January 12, 2022



FILE COPY

Benjamin Sargent
18 Adam Drive
Hudson, NH 03051

Dear Chief Sargent,

As discussed with you by our legal counsel on Friday, January 7, 2022, this letter is to formally notify you that you are being placed on paid administrative leave effective January 7, 2022 pending investigation of claims that you violated the Town's policy on harassment. You are on paid leave until further notice as an interim measure. This is not a disciplinary action, nor is the investigation.

While on paid administrative leave, you remain a Town employee and you must stay in communication and comply with all employer requests and Town policies including, but not limited to, the policy prohibiting retaliation of any kind. Please be aware that full and honest participation in the investigation is a condition of your employment and the Town is confident you will do so. The Town is retaining an outside neutral investigator, Talesha Saint Marc, who will provide the Board with findings of fact upon which they will make their determination of what action, if any, is warranted. Ms. Saint Marc will contact you directly to schedule a time to meet with you.

If you have any questions in the meantime, please communicate with the Town's legal counsel, Naomi Butterfield. She can be reached at Naomi@mitchellmunigroup.com or 603-524-3885.

Sincerely,

Troy R. Brown
Town Administrator



TOWN OF LITCHFIELD

2 Liberty Way, Suite 1, Litchfield, NH 03052
Tel: 603-424-4046 Fax: 603-424-3014 www.litchfieldnh.gov

Memorandum



DT: January 11, 2022
TO: Department Heads and Litchfield Police Department Personnel
FM: Troy Brown, Town Administrator
RE: Notice of Acting Chief
CC: Litchfield Board of Selectmen

This memo is to inform you that Chief Sargent is on leave. In his absence, Captain Scotti will be Acting Chief. As Acting Chief, Captain Scotti has all the powers and authority that Chief Sargent had until further notice. Please direct all Department questions and concerns to Captain Scotti.

If you have questions or require additional information please contact me anytime.



TOWN OF LITCHFIELD

2 Liberty Way, Suite 1, Litchfield, NH 03052
Tel: 603-424-4046 Fax: 603-424-3014 www.litchfieldnh.gov

ORIGINAL

April 12, 2022

Redactions of confidential, commercial, or financial
information pursuant to 91-A:5,IV

Chief Benjamin Sargent
[REDACTED]

Chief Benjamin Sargent,

As you are aware, the Town retained an outside investigator for the purpose of investigating allegations that you violated the Town and the Police Department policies prohibiting sexual harassment. You participated fully in that investigation and had an opportunity to address the Board of Selectman in a hearing held April 4, 2022. This letter follows the disciplinary hearing held before the Board of Selectmen on April 4, 2022. The Board carefully considered your statements, as well as the findings and conclusions of the Investigation Report. Considering all of these factors the Board of Selectmen find the following to be fair and proportional:

SUSPENSION. You will be suspended without pay for eight (8) pay periods. This unpaid suspension will begin effective immediately on the date of this letter. During this suspension you are not permitted to be present at the station or to contact department personnel to discuss work or to use any department issued equipment. You must, however, remain available to be contacted as needed. On the date you are to return, you will meet with Troy Brown prior to resuming your duties.

Your seniority and retirement will not be affected by your suspension but you will not accrue paid leave during the eight pay periods you are on suspension.
[REDACTED]

REMEDIAL ACTIONS: In addition to your disciplinary sanction, you are required to address the causes of the incident and prevent future harm. The Board has determined the following are necessary to fully address the findings in the Investigation Report.

Sexual Harassment Training. Upon return to work you will schedule a department wide training on sexual harassment in the workplace with PRIMEX to take place no later than August 31, 2022. If PRIMEX is not available to present that training within that time period you will work with Troy Brown to find an alternative acceptable to the Board.

Sobriety. In your presentation to the Board, you addressed the role that use of alcohol played in the incident and your interactions with your subordinate officer. You have assured the Board that you are in treatment for your alcoholism and have remained sober since the incident. Not as punishment, but to ensure that going forward you are sober when on duty, prior to returning to work you will submit to testing and be required to submit certification from your health care provider that you are fit for duty and going forward for one year you will be subject to random urinalysis testing to ensure you are not under the influence of alcohol or drugs for the first year following return to duty. Being "on duty" includes anytime you are performing the responsibilities of your position and/or interacting with department employees in a professional capacity.

Retaliation will not be tolerated. Upon return to duty, you will ensure that no retaliation occurs against any member of the Police Department. You will lead by example demonstrating respect for all members of the department and community and maintaining proper workplace boundaries and will promptly report and address any allegations of harassment or retaliation in the Department.

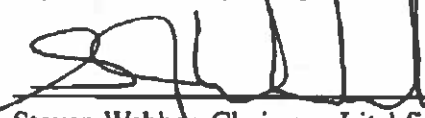
The Board is very concerned about sexual harassment and has no tolerance for harassment of any member of the staff or public or for retaliation against anyone reporting harassment and/or participating in an investigation of harassment. As the leader of your department, your actions drive the culture. You assured the Board that from your first day back you will show commitment to ensuring the Department is a welcoming and safe place for all employees. The Board expects nothing less and will hold you to that standard.

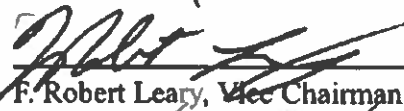
Failure to adhere to these restrictions and/or failure to follow all Department policies and rules will result in further disciplinary action up to and including termination.

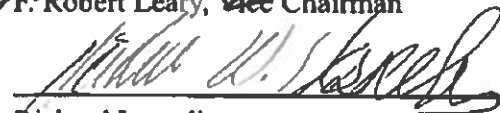
Please direct any questions or concerns to Troy Brown. By your signature below you are indicating receipt and understanding of the Board of Selectmen's decision. You are entitled to submit a response to any discipline imposed, which response will be retained in your personnel file together with this disciplinary letter of suspension.

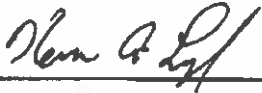
This letter consists of three (3) pages, inclusive of signatures.

Signed this 11 day of April, 2021.

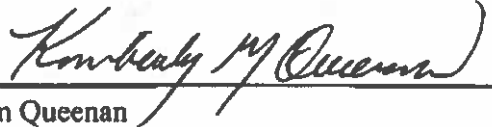

Steven Webber, Chairman Litchfield Board of Selectmen


F. Robert Leary, Vice Chairman


Richard Lascelles



Kevin Lynch



Kim Queenan

By my signature below I acknowledge receipt of this disciplinary letter dated April ____, 2022. I further acknowledge I have been given an opportunity to ask questions and at the time of my signing understand all terms contained herein.

Benjamin Sargent
Chief of Police

Litchfield

**Form B - Certified Officer –
Status Change POLICE****EUR22-4-462**Printed on: 05/03/2022
Printed By: Thomas Scotti
Submitted By: Thomas Scotti
Report Created on: 04/14/2022**FORM B- EMPLOYEE STATUS NOTIFICATION FORM****WITHIN 15 DAYS OF EFFECTIVE DATE OF CHANGE, COMPLETED REPORT SHALL BE SUBMITTED TO NEW HAMPSHIRE POLICE STANDARDS AND TRAINING.****Details**

Date	04/12/2022	Employee Name	Chief Benjamin Sargent
PSTC ID #	22001	Department	LITCHFIELD
Date of Birth	11/06/1979	Effective Date of Change (MM/DD/YYYY)	04/12/2022

The employment status of the above-named officer was:

Select One Full-time
prior to submission of this status change notification form.

The above-named officer:

Select One L. Suspended for:

of Days 60

Pol. 402.02**New Hampshire Police Standards and Training Council is being notified via a Form B - Employee Status Notification of the discharge, negotiable resignation or resignation in lieu of dismissal of the above officer.**

Date 04/12/2022

Council Rule Pol. 402.02 (a) (5) requires that the Council, unless it has just cause to do otherwise, suspend or revoke the certification of a police or corrections officer who is dismissed or allow to resign in lieu of dismissal for certain ethical or character issues, or ones which could lead a reasonable person to doubt their ability to continue their police or corrections certification. Pol 402.02(a) (5) reads as followed:

Pol 402.02 Revocation or Suspension.

Litchfield

**Form B - Certified Officer –
Status Change POLICE**

Printed on: 05/03/2022
Printed By: Thomas Scotti
Submitted By: Thomas Scotti
Report Created on: 04/14/2022

EUR22-4-462

(a) The council shall, unless it has just cause to do otherwise as provided in (e) below, order the suspension or revocation of the certification of any police or corrections officer for any of the following reasons:

(5) The officer's discharge has become final or he or she has been allowed to resign in lieu of discharge, has resigned during an internal investigation, or resigned through a negotiated resignation, from police or corrections employment in this or any other state, country, or territory for reasons of:

(5)(a.) A lack of moral character as defined in Pol 101.28 or Pol 402.02 (I)

(5)(b.) Moral turpitude as defined in Pol 101.29; or

(5)(c.) For acts or omissions of conduct which would cause a reasonable person to have doubts about

Please check one of the boxes that best describes the reasons for the officer's discharge, negotiable resignation or resignation in lieu of dismissal:

Does the dismissal
or resignation
implicate Pol.
402.02(a)5)?

Yes

If it does appear that it could implicate the above rule, select the option(s) below that most appropriately describes the officers discharge, negotiable resignation or resignation in lieu of dismissal so we can screen the case for a possible decertification hearing.

A. lack of moral character as defined in Pol 101.28 or Pol 402.02 (I); C. For acts or omissions of conduct which would cause a reasonable person to have doubts about the individual's honesty, fairness, and respect for the rights of others and for the laws of the state or nation;

Briefly describe the reason for officer's discharge, negotiable resignation or resignation in lieu of of dismissal below:

Chief Benjamin Sargent has been suspended by the Litchfield Board of Selectmen for violating the Town's Sexual Harassment policy as well as the Police Department's Sexual Harassment policy. Female probationary Officer Taylor Dezotell had alleged the Chief called her intoxicated while she was working. She stated he professed his love for her, as well as many other inappropriate things. The investigation was conducted by the Law Office of

Litchfield

**Form B - Certified Officer --
Status Change POLICE**

Printed on: 05/03/2022
Printed By: Thomas Scotti
Submitted By: Thomas Scotti
Report Created on: 04/14/2022

EUR22-4-462

Bernstien Shur. The findings from the investigation revealed "Based upon the witnesses interviewed, documents and materials reviewed and credibility determinations made, and applying a preponderance of the evidence standard, the available record supports the following findings: 1) Based on Officer Taylor's credible account of the incident, along with corroborating evidence, Ben engaged in misconduct; 2) The misconduct violates the Town's Sexual Harassment Policy found in its Handbook; 3) The misconduct violates the Department's Sexual Harassment Policy"

If your investigation demonstrates beyond a preponderance that the officer committed a violation of Pol 402.02(a) (5), please complete the following.

1. That an Internal Investigation was conducted and that, in the course of the investigation, it is sustained beyond a preponderance that the officer committed a violation of Pol 402.02(a)(5).



2. That you identify a Keeper of the Records within your agency and that such internal investigation and any other supporting materials shall be retained by your agency.



3. That upon our request, your agency shall make all such records and materials available for inspection by a Council employee.



4. In the case of a Council decertification hearing that the Keeper of the Records, the investigator and all such investigative files and materials be made available for such hearing upon request or subpoena.



This officer was promoted/demoted in rank effective on date above

Select One**Rank**

Check this box to acknowledge that you are fully aware and understand this form is submitted subject to the provisions of RSA 641: 3, Unsworn Falsification.



Litchfield

Form B - Certified Officer --
Status Change POLICE
REVIEWS

Printed on: 05/03/2022
Printed By: Thomas Scotti
Submitted By: Thomas Scotti
Report Created on: 04/14/2022

Administrative Staff Elizabeth McGill's Review

EUR22-4-462

Submitted at 04/18/2022, 08:50:39 EDT

Recommendation

Approve

Notes

suspension



TOWN OF LITCHFIELD

2 Liberty Way, Suite 1, Litchfield, NH 03052
Tel: 603-424-4046 Fax: 603-424-3014 www.litchfieldnh.gov

FILE COPY

Memorandum

DT: May 2, 2022
TO: Litchfield Police Department Personnel and Department Heads
FM: Troy Brown, Town Administrator
RE: Notice of Interim Police Administrator
CC: Litchfield Board of Selectmen

This memo is to inform you that the Board of Selectmen has contracted with Municipal Resources, Inc. (MRI) to provide Interim Police Administrator Services until Chief Sargent returns to active duty on Monday, June 6, 2022. Michael French will perform the duties as Interim Police Administrator and begin working Tuesday, May 3, 2022 at 9am. He will report to my office first with Captain Scotti to discuss his management role and responsibilities. I have attached a copy of Mr. French's background for your information.

Please direct any questions regarding this matter to my attention.

Michael T. French retired as the Police Chief for Goffstown, New Hampshire, in 2008, where he commanded an Internationally Accredited, community oriented, police department to a community of 17,000. Chief French began his career with the Goffstown Police Department in 1973, working his way up to Chief in 1999. As the Accreditation Manager for the Department, he guided the Department to initial accreditation in 1992; reaccreditation in 1997; and Department Head for reaccreditations in 2000 and 2003. Chief French was an Assessor and Team Leader for the Commission of Accreditation for Law Enforcement Agencies, Inc., for over 20 years. He was a member of the Commission's Standards Review Task Force for the second through fifth editions of the Standards Manual. For the Fourth and Fifth editions, he was Chairperson of the Administration Group. Upon retirement in 2008, Chief French was appointed Accreditation Manager for the Laconia, New Hampshire, Police Department. While in Laconia, he guided the Department to initial Accreditation in 2010 and Reaccreditation in 2013. He has assisted numerous other departments with accreditation including the University of New Hampshire Police Department and the Lee New Hampshire Police Department. Chief French holds a Bachelor of Science in Criminal Justice from Saint Anselm College. He is a member of the International Association of Chiefs of Police; the New Hampshire Association of Chiefs of Police, and is a Past President for Northern New England Police Accreditation Coalition. Active in the community, he has been Resident Director of Exceptional Citizens' Week at Camp Fatima. The camp provides an overnight camping experience for 172 children and adults with significant physical, and/or mental challenges. In this volunteer position, he has supervised a staff of over 300 volunteers and participates in fundraising efforts for the program. He has served as an MRI Senior Consultant specializing in best practices and interim management assignments since 2006.



LITCHFIELD POLICE DEPARTMENT

TOWN OF LITCHFIELD

2 LIBERTY WAY, SUITE 2

LITCHFIELD, NH 03062

Phone: (603)424-4047 Fax: (603)424-3423



New Hampshire Police Standards and Training
17 Institute Drive
Concord, New Hampshire 03305

June 15, 2022

RE: Litchfield Police Chief Benjamin Sargent PSTC #: 22001

To whom it may concern,

This letter is to inform you that Chief Sargent was placed on Administrative Leave by the Board of Selectmen effective June 6, 2022, pending an Investigation. The submission of this Form B by Captain Thomas Scotti is authorized by Interim Police Administrator Michael T. French.

Michael T. French
Interim Police Administrator
Litchfield Police Department

Litchfield

**Form B - Certified Officer –
Status Change POLICE****EUR22-6-720**

Printed on: 06/21/2022
Printed By: Thomas Scotti
Submitted By: Thomas Scotti
Report Created on: 06/15/2022

FORM B- EMPLOYEE STATUS NOTIFICATION FORM

WITHIN 15 DAYS OF EFFECTIVE DATE OF CHANGE, COMPLETED REPORT SHALL BE SUBMITTED TO NEW HAMPSHIRE POLICE STANDARDS AND TRAINING.

Details

Date	06/15/2022	Employee Name	Chief Benjamin Sargent
PSTC ID #	22001	Department	LITCHFIELD
Date of Birth	11/06/1979	Effective Date of Change (MM/DD/YYYY)	06/06/2022

The employment status of the above-named officer was:

Select One Full-time
prior to submission of this status change notification form.

The above-named officer:

Select One N. Administrative leave

Start Date of Leave (MM/DD/YYYY) 06/06/2022

This officer was promoted/demoted in rank effective on date above

Select One Rank

 Chief Admin Leave.pdf

Submission of this form was authorized by Interim Police
Administrator Michael T. French
Uploaded by Captain Thomas Scotti at 06/15/2022,
09:46:58 EDT

Check this box to acknowledge that you are fully aware and understand this form is submitted subject to the provisions of RSA 641: 3, Unsworn Falsification.

Litchfield

**Form B - Certified Officer –
Status Change POLICE**

Printed on: 06/21/2022
Printed By: Thomas Scotti
Submitted By: Thomas Scotti
Report Created on: 06/15/2022

EUR22-6-720



Litchfield

Arrest of Officer

AO23-1-1

Printed on: 01/03/2023
Printed By: Thomas Scotti
Submitted By: Thomas Scotti
Report Created on: 01/03/2023

FORM G - REPORT OF ARREST OF POLICE/ STATE CORRECTIONS/ PROBATION PAROLE OFFICER

This form should be submitted to NH POLICE STANDARDS & TRAINING COUNCIL within 15 days.

The following person known or identified to be a police, corrections or probation/parole officer, has been arrested or formally charged for a violation of criminal law other than a minor motor vehicle violation

State in which
this person is
an officer

NH

Name

Chief Benjamin
Sargent

Redactions of
confidential,
commercial, or
financial
information
pursuant to 91-
A:5,IV

Department

LITCHFIELD

Date of Birth

Street

City

Hudson

State

NH

ZIP

03051

Formal Charge

Official
Oppression

RSA #

RSA 643: ABUSE
OF OFFICE

Date of Arrest

12/29/2022

Location

Goffstown

Arresting
DepartmentHILLSBOROUGH
COUNTY SO**Prosecuting Official**

Official Name

NH Attorney
General's Office

Official's Title

Presiding Court

Merrimack

Phone

Arraignment
Date

01/12/2023

Time

08:15

Court Address

Litchfield

Arrest of Officer**A023-1-1**

Printed on: 01/03/2023
Printed By: Thomas Scotti
Submitted By: Thomas Scotti
Report Created on: 01/03/2023

Street	4 Babo osic Lake Road	City	Merri mack	State	NH
Zip	0305 4			Phone	

Our agency is the:**Arresting
Agency****Employing
Agency**

Check this box to acknowledge that you are fully aware and understand this form is submitted subject to the provisions of RSA 641: 3, Unsworn Falsification.

REVIEWS

**Administrative Staff Anne Paquin's Review to
Major David Parenteau PSTC**

Submitted at 01/03/2023, 13:14:43 EST

Recommendation

Approve

Notes

I'll begin the process requesting complaint and reports.



Joseph E. O'Brien Jr.
Chief of Police

TOWN OF LITCHFIELD POLICE DEPARTMENT

Two Liberty Way, Suite 2, Litchfield, NH 03052

Business Phone 603-424-4047

Fax 603-424-3423

September 18, 2014

Litchfield Board of Selectmen
2 Liberty Way
Litchfield, New Hampshire 03052

Redactions of confidential, commercial, or
financial information pursuant to 91-

Re: Sgt. Benjamin Sargent, Officer George Ivas

A:5,IV

Honorable Board Members,

I would like to share with you an incident that occurred on September 08, 2014 and ended on September 10, 2014.

The Litchfield Police Department responded [REDACTED] in reference to a missing person. A 54 year old male subject had not been heard from at his place of employment in which he was extremely punctual and not one to miss work without calling his employer. Officers met with the subject's sister [REDACTED] who was also very concerned for his welfare. Officers responded to his house to find his vehicle there. Several attempts were made by knocking on the door without a response. Thinking there might be a medical issue officer's entered the residence to find the owner not home. The residence was secured.

The male subject's sister provided us with his cell phone number. We were able to ping his location via Verizon Wireless. His location was showing a desolated area of Hudson, New Hampshire. The GPS coordinates gave officers a general area to search. The officers contacted Hudson Police who searched the area with Litchfield officers. The late time of day only allowed a short window of search time before losing daylight. Officers concluded the search with no luck. Litchfield Police then entered the missing male into the national data base (NCIC).

Litchfield Officers Sgt. Ben Sargent and Officer George Ivas were actively making contact with family members, Verizon along with Hudson Police to find the missing male. The cell phone was again "pinged" and was consistent with the same area of Hudson as searched earlier. The area is described as desolate with numerous abandoned vehicles about the property. Sgt. Ben Sargent and Officer George Ivas again went above and beyond their normal duties to the area to search for the missing male. Upon their arrival they were met by the male's family members who were also searching. The officers began initial plans to coordinate with State Police and New Hampshire Fish and Game for additional assistance.

Sgt. Ben Sargent noticed a person slumped over in the cab of an old box truck. He immediately knew the person was deceased and likely that of the missing male subject. He calmly removed the family from the scene and informed them of his observations. Hudson Police were called to the scene due to it being in

their jurisdiction. The male subject had succumbed to a single gunshot wound to the head area and died as a result.

The officers involved displayed a heartfelt passion to the family and friends who are now grieving their loss. Earlier this week several family members and friends from as far away as Hawaii arrived at the police station to meet with Sgt. Sargent and Officer Ivas to express their gratitude and persistence in helping them find closure in their loss of a loved one. This act from this family truly bolsters the officer's purpose to their chosen careers to not only to "catch the bad guy" but to help those who are truly in need of help.

Respectfully,



Joseph B. O'Brien, Jr.
Chief of Police

Cc: Personnel file

Dear Chief Joseph O'Brien:

Wanted to express my
deepest gratitude for your
support in finding my dear
Uncle [REDACTED] You, Sergeant Ben
Sargeant and Officer IV as helped
our family so much and we are
forever thankful. My Uncle [REDACTED]
was like a father to me and
his spirit will live on in us

Aloha, Mahalo to you and the
great work of your team.

Aloha, Green
Dear Family and Friends: Green

We greatly appreciate your kind words and support during this
time of loss. We treasure the memories that you have shared with
us and know that [REDACTED] memory and spirit will live on in all of
our hearts. We are thankful for the blessing that he was in our lives.

With Love,

[REDACTED]



Joseph O'Brien <jobrion@litchfieldpd.com>
Redactions of personal contact
information pursuant to 91-A:5,IV,
disclosure would constitute
invasion of privacy

Note of Appreciation

3 messages

Sun, Nov 30, 2014 at 1:43 PM

To: "chief@litchfieldpd.com" <chief@litchfieldpd.com>

Dear Chief O'Brien,

Last night while on my way home my car engine overheated and I pulled into the Wilson Farm parking lot. Pulling in behind me and offering assistance was Sergeant Benjamin Sargent. This was actually the second time that he has come to my rescue and I wanted to make sure that I expressed my appreciation for his help. Sadly, I am remiss in not conveying to you and to the entire Litchfield Police, Fire and Rescue, Public Works et al Departments, my appreciation for all that each of you does day after day that makes this community a wonderful place to live. Thank-You.

Sincerely,

Redactions of confidential,
commercial, or financial
information pursuant to 91-A:5,IV

Redactions of personal contact

1.43 Pt.4

Joseph O'Brion <jobrion@litchfieldpd.com>

To:

information pursuant to 91-A:5 IV
disclosure would constitute invasion
of privacy

Thank you for your kind words. I will forward this email to Sgt. Sargent and the Board of Selectmen. We are truly lucky to have a great police force and caring members.

Chief O'Brien

[Quoted text h'dden]

Joseph O'Brion <jobrion@litchfieldpd.com>

Mon, Dec 1, 2014 at 9:56 AM

To: Jason Hoch <jhoch@litchfieldnh.gov>, Board of Selectmen <selectmen@litchfieldnh.gov>, Benjamin Sargent <bsargent@litchfieldpd.com>

Great Job Ben!!! Keep up the good work.

Chief

[Quoted text hidden]

2/24/2016

Town of Litchfield Mail - big thanks



Joseph O'Brien <jobrion@litchfieldpd.com>

Redactions of personal contact information pursuant to 91-A:5,IV, disclosure would constitute invasion of privacy

big thanks

2 messages

Mon, Feb 22, 2016 at 2:26 PM

Hello Sir,

Ben, George, Dennis, - File

A couple of your officers apparently went to the aid of my daughter-in-law last week; she heard strange noises in the house which turned out to be nothing, but she was frightened. I asked if the officers were nice and she assured me that they were. She was so embarrassed. My son was working late and they have a couple of little kids.

Redactions of confidential, commercial, or financial information pursuant to 91-A:5,IV

Thank you and your wonderful staff for having kindness and sensitivity. Hope you have a good week.

Redactions of confidential, commercial, or financial information pursuant to 91-A:5,IV

*Great Job Guys
Chief*

Joseph O'Brien <jobrion@litchfieldpd.com>

Redactions of personal contact information pursuant to 91-A:5,IV, disclosure would constitute invasion of privacy

Wed Feb 24, 2016 at 8:38 AM

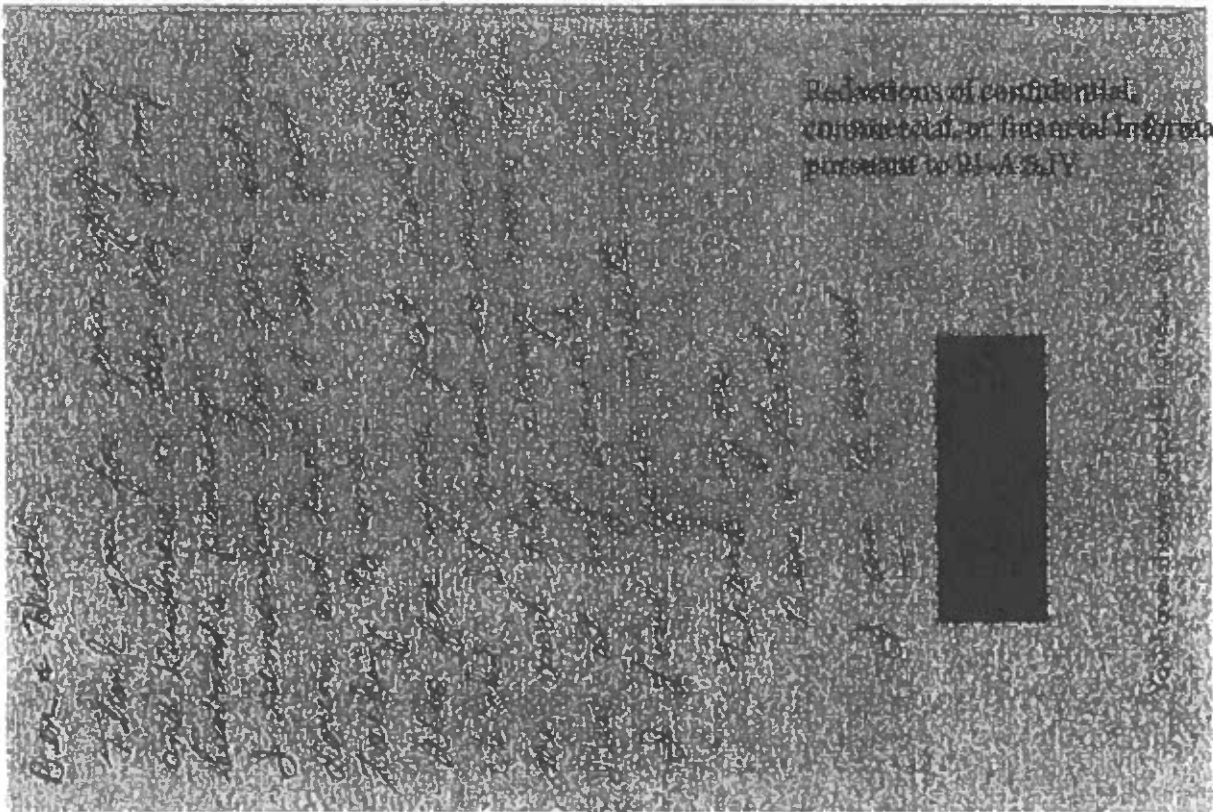
I am glad that your daughter-in-law called the police and we were able to help. So many times people do not. She should not be embarrassed. I thank you for the kind words about our staff it is always nice to hear. Again thank you.

Chief O'Brien

[Quoted text hidden]

THANK YOU...
I WAS BLESSED

Redactions of confidential, commercial,
or financial information pursuant to
91-A:5,IV



Redactions of confidential,
commercial, or financial information
pursuant to 91-A:5,IV



Since you're

one of those people.

I hope you always know

how much

you are appreciated.

Captain Benjamin Sargent

Master Patrol Officer Russell E. Hardy III

Corporal Gary Gott

Thank you for all the help

and caring you have given to

the

To us you are true

Hone-Town Hero's

Redactions of confidential,
commercial, or financial information
pursuant to 91-A:5,IV

THANKU! -BL

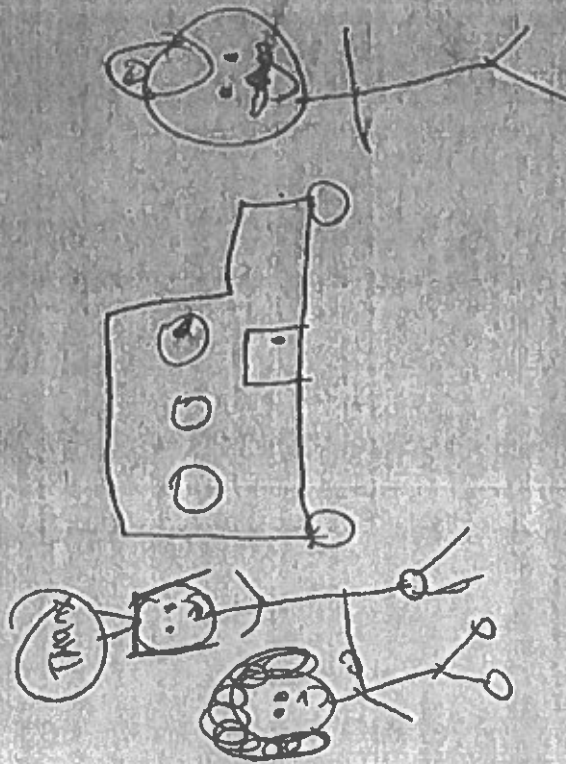
Officer Sargent!

Redactions of confidential,
commercial, or financial
information pursuant to 91-
A:5,IV

• We were locked out @ [REDACTED]

A million just
didn't seem
like enough!

Thank you so much for
unlocking our car! Enjoy
a coffee on us! your
prompt response and
friendly attitude can not
go un-noticed! Thanks!



*Your professionalism and
caring shined through
and never stopped.
May your tours be boring
so you all return home
safely. Thank you all*

american greetings

Sometimes,
the people
we count on the most
are the ones
who hear "thank you"
the least.

15162101



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Ben.

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information pursuant to 91-A:5,IV



Redactions of confidential, commercial, or financial information pursuant to 91-A:5,IV

SPD

Your thoughtfulness
certainly made
a difference in mine.

Thanks Again -
Do not appreciate
to each & you for
putting
away ...
Thank You!



EMPLOYEE CALENDAR YEAR HISTORY

Sequence: All Employees By Name
Employee Range: Sargent, Benjamin E to Sargent, Benjamin E
Calendar Year Starting: January 2022

commercial, or
financial information
pursuant to 91-
A:5,IV

[Note: Doc# = Chk# or Ddp#*]

Emp#	Employee Name	SSN	Employee Group	Status	Auto	Type	Hired
	Sargent, Benjamin E		Police Department	Active	No	Hourly	04/11/2011

1st Quarter:

Ctl#	Doc#	Date	Trx	Earnings			Taxes Withheld				Net Pay
				Hours	Regular	Overtime	Other			Other	
000722	036502*	01/06/2022	R	40.00	0.00	0.00	2,351.66			0.00	1,400.17
000723	036566*	01/13/2022	R	40.00	0.00	0.00	2,393.66			0.00	1,427.65
000724	036630*	01/20/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000725	036696*	01/27/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000726	036757*	02/03/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000727	036823*	02/10/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000728	036891*	02/17/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000729	036955*	02/24/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000730	037021*	03/03/2022	R	40.00	1,714.24	0.00				0.00	1,427.65
000731	037084*	03/10/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000732	037157*	03/17/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000733	037224*	03/24/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000735	037293*	03/31/2022	R	40.00	2,142.80	0.00				0.00	1,433.88
1st Quarter Totals				520.00		0.00					18,538.20
					23,142.24					0.00	

2nd Quarter:

Ctl#	Doc#	Date	Trx	Earnings			Taxes Withheld				Net Pay
				Hours	Regular	Overtime	Other			Other	
000736	037357*	04/07/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000737	037423*	04/14/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000746	038022*	06/16/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000747	038095*	06/23/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000748	038166*	06/30/2022	R	40.00	2,142.80	0.00				0.00	1,433.88
2nd Quarter Totals				200.00		0.00					7,144.48
					10,714.00					0.00	

3rd Quarter:

Ctl#	Doc#	Date	Trx	Earnings			Taxes Withheld				Net Pay
				Hours	Regular	Overtime	Other			Other	
000749	038231*	07/07/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000750	038300*	07/14/2022	R	40.00	1,714.24	0.00				0.00	1,427.65
000751	038370*	07/21/2022	R	40.00	2,142.80	0.00				0.00	1,752.65
000752	038443*	07/28/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000753	038514*	08/04/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000754	038579*	08/11/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000755	038648*	08/18/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000756	038713*	08/25/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000757	038778*	09/01/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000758	038843*	09/08/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000760	038908*	09/15/2022	R	40.00	1,714.24	0.00				0.00	1,427.65
000761	038978*	09/22/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000762	039043*	09/29/2022	R	40.00	2,142.80	0.00				0.00	1,433.88
3rd Quarter Totals				520.00		0.00					18,890.68
					26,999.28					0.00	

4th Quarter:

Ctl#	Doc#	Date	Trx	Earnings			Taxes Withheld				Net Pay
				Hours	Regular	Overtime	Other			Other	
000763	039110*	10/06/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000764	039172*	10/13/2022	R	40.00	2,142.80	0.00				0.00	1,427.65
000765	039240*	10/20/2022	R	40.00	0.00	0.00	2,393.66			0.00	1,427.65

EMPLOYEE CALENDAR YEAR HISTORY

Sequence: All Employees By Name

Employee Range: Sargent, Benjamin E to Sargent, Benjamin E

Calendar Year Starting: January 2022

[Note: Doc# = Chk# or Ddp#*]

000766	039306*	10/27/2022	R	40.00	2,142.80	0.00					0.00	1,427.65
000767	039372*	11/03/2022	R	40.00	2,142.80	0.00					0.00	1,427.65
000768	039438*	11/10/2022	R	40.00	2,142.80	0.00					0.00	1,427.65
000769	039505*	11/17/2022	R	40.00	1,714.24	0.00					0.00	1,427.65
000770	039566*	11/23/2022	R	40.00	2,142.80	0.00					0.00	1,427.65
000771	039626*	12/01/2022	R	40.00	1,285.68	0.00					0.00	1,427.56
000772	039686*	12/08/2022	R	40.00	2,142.80	0.00					0.00	1,427.56
000773	039754*	12/15/2022	R	40.00	2,142.80	0.00					0.00	1,427.56
000774	039820*	12/22/2022	R	40.00	2,142.80	0.00					0.00	1,427.56
000775	039883*	12/29/2022	R	40.00	2,142.80	0.00					0.00	1,433.88
4th Quarter Totals				520.00		0.00						18,565.32
					24,427.92						0.00	
Year To Date Totals				1,760.00		0.00						63,138.68
					85,283.44					0	0.00	

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EMPLOYEE PERIOD HISTORY

Employee: Sargent, Benjamin E
 Payroll Group: Include All
 Period: From January 2023 To May 2023

Redactions of confidential,
 commercial, or financial
 information pursuant to 91-A:5,IV

[Note: Doc# = Chk# or Ddp#]

Emp#	Employee Name	SSN	Employee Group	Status	Auto	Type	Hired	Last Review
	Sargent, Benjamin E		Police Department	Active	No			
1st Quarter			Earnings			Taxes Withheld		
Clt#	Doc #	Date	Hours	Regular	Overtime	Other		Net Pay
777	39944	01/05/2023	40.00	1,714.24	0.00	708.77		1,490.51
778	40007	01/12/2023	40.00	1,748.80	0.00	717.41		1,518.59
779	40072	01/19/2023	40.00	2,186.00	0.00	280.21		1,518.59
780	40134	01/26/2023	40.00	2,186.00	0.00	280.21		1,518.59
781	40196	02/02/2023	40.00	2,186.00	0.00	280.21		1,518.59
784	40373	02/23/2023	40.00	0.00	0.00	2,466.21		1,505.96
785	40436	03/02/2023	40.00	0.00	0.00	2,466.21		1,518.59
786	40493	03/09/2023	40.00	0.00	0.00	2,466.21		1,518.59
787	40556	03/16/2023	40.00	0.00	0.00	2,466.21		1,518.59
788	40619	03/23/2023	40.00	0.00	0.00	2,466.21		1,518.59
789	40742	03/30/2023	40.00	0.00	0.00	2,466.21		1,524.90
Totals			440.00		0.00		391.29	0.00
2nd Quarter			Earnings			Taxes Withheld		
Clt#	Doc #	Date	Hours	Regular	Overtime	Other		Net Pay
791	40801	04/06/2023	40.00	0.00	0.00	2,466.21		1,518.59
792	40861	04/13/2023	15.10	0.00	0.00	1,105.43		533.12
Totals			55.10		0.00			2,051.71
2023 Total			495.10		0.00			18,721.80
				10,021.04		20,635.71		0.00

Redactions of confidential, commercial, or financial
 information pursuant to 91-A:5,IV

1/4/22

Taylor Dezotell



CONFIDENTIAL



Addendum to 1/2/22 Memo:

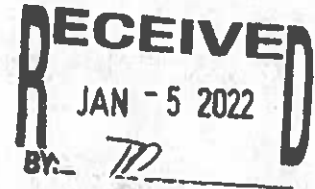
Additional things from the conversations reported, recalled at a later time.

- Throughout the conversation, I had stayed on the phone with Chief Sargent despite his high level of intoxication and comments as I felt I couldn't hang up with my Chief, and felt obligated to stay on the phone and listen to him. I was also concerned for his wellbeing, and thought he needed someone to talk to, regardless of topic. When he began to make the comments, I brushed them off/laughed/and said things like "What do you mean", "You don't mean that", and ask generic questions or redirect to questions about his family. This response was a stress response, as I felt I could not stand up for myself or hang up the phone as he is my boss.
- When Chief Sargent would make comments about having a "Taylor Problem", and I would say "I don't know what that means", he would say things like "You never answer my questions or don't have anything to say about it?". I would brush him off and redirect, and he would say things such as "Why are you being such a bitch?" "You never answer my questions or tell me anything about yourself." At one point I recall saying "I answered questions you asked me", and he said (in what I perceived as a joking manner), "Fuck you!" To which I responded "Yeah ok, fuck you", as if to brush it off. His response when I said it back was "I have a response to that but it's too inappropriate".
- I remember asking why Chief Sargent was even speaking to me about his wife or bringing me up in conversation, and he would repeatedly state that he had a "Taylor Problem". I would continue to ask what the context in which he was talking to his wife about me was, and if for some reason she would think I did something wrong or try and reach out to me. He would just say it is his own problem.
- Once when he said he had a "Taylor Problem" and I asked what that meant, he said "It means I love you" I tried to redirect and ask where his family was or when they'd be coming home, and he made comments about me not having a response to that, and that he knows he's short and fat.
- Throughout the time of the incidents, I would make traffic stops and attempt to be busy with work in order to get off of the phone with him. He would tell me to call him back after I cleared.
- Though I know it is not in question, it is very important to me to state that at no point have I ever had any intimate relationship, or anything other than a professional relationship, of any kind with Chief Sargent. This behavior was unwanted and made me feel incredibly uncomfortable. I pride myself on my dedication and profession to my job as a Police Officer, and I felt as though Chief Sargent put me in a position where I needed to grin and bear harassment and inappropriate behavior in order to maintain my job and avoid repercussions. I felt if I were to hang up the phone, ignore his phone calls, ignore his text messages, and not call him back, I would face repercussions.

End of 1/4/22 Addendum to Memo



CONFIDENTIAL



Taylor Dezotell
1/2/2022

RE: Conversation with Chief [redacted]

On 12/31/21, I worked the evening shift (1500-2300 hours).

Throughout the shift, I spoke with Chief Sargent multiple times via phone call. During these calls, I could sense that he was inebriated as evident by his slurred speech, incomplete and drifting sentences, and nonsensical speech and statements.

Chief Sargent first texted me at approximately 1900 hours asking if I was working, and if I was clear to talk via phone. I responded that I would give him a call once I cleared a call dealing with an injured owl.

I called Chief Sargent 1941 hours, the call lasted 1 hour and 36 minutes. Throughout the conversation, Chief Sargent speech was slurred, mumbled, and drifted from topic to topic.

During this call, Chief Sargent asked "Did you hear your old Chief was driving around town, drunk, with a gun in his mouth?". He then said he was just kidding, it was my current Chief. I asked him what had happened, and he explained that he had been having a lot of stress lately and had been drinking over the holiday, and his wife was not happy with him. He said she recommended that he get himself under control, so he called AA that morning. He said he was put in touch with an AA representative, and while he was talking, the representative called LPD to tell officers that Chief Sargent was driving around town while intoxicated, with his gun in his mouth. Chief Sargent stated that he would never do two things; he would never drive drunk and he would never commit suicide. Chief Sargent explained that he felt as if everyone was betraying him, and that he doesn't know me from a hole in the wall and I would betray him too.

Chief Sargent continued to explain that his wife wasn't happy with him, and that he told her he had a "Taylor Problem" and had a "crush" on me. I changed the topic multiple times, and he again referred to having a "Taylor Problem" approximately 5 times. I asked him what having a "Taylor Problem" meant, and he answered with statements such as "you know what that means", "why do you have so many questions", "Its just a Taylor problem that I have to get over". I would redirect the conversation, and due to his seemingly increasing level of intoxication, his speech became more scattered and nonsensical. He often said "You know what, it's all good" and would randomly say "you are going to do great things here, you should get a law degree and we'll get you a K9", and then again mentioned having a "Taylor problem". I asked again what having a "Taylor Problem" meant, and he said "I'm pulling rank, I don't have to answer questions". I stated that I didn't know what he meant by having a "Taylor Problem" and he explained that being honest that day had gotten him in trouble and betrayed, so he wasn't going to answer honestly.

While on the phone, I was dispatched to a call (at the Hamel residence on Fernwood) and Chief Sargent told me to call him back once I cleared the call. He said that his house was close by to Fernwood and he would answer my questions if I brought him wine and came to talk to him in person. He explained that other people come to his house on duty, so I should too. I told him I had to "hold down the town" and that I was responding to the call I was dispatched too. He said to call him after I cleared the call.

I called Chief Sargent back at 2117 hours as he had asked, he did not answer. He called my cell phone at 2157 hours, and I missed his call, and called him back at approximately 2200 hours.

RECEIVED
JAN - 5 2022
BY: _____

During the second phone call, he presented as more intoxicated than earlier (increasingly slurred speech, incomplete sentences, nonsensical speech). I asked if he was doing okay, he reiterated that he was betrayed by everyone, that he had a "Taylor Problem", and that he was probably getting divorced. I explained that I was sorry to hear he was struggling, and that I had dealt with my own relationship struggles so I could relate, but hope things work out for he and his family. He then asked if I knew I had sunglasses on my head during my oral board (I was not aware), and said that was a big issue for the panel, that some people doubted me in the department but he knew I was going to "go places". I told him that it sounded like he needed to get some sleep, asked if his wife and kids were home, and told him that my shift was over and I was going home.

I concluded my shift on 12/31/21 at 2300 hours.

On 1/1/22 I worked a day shift (0700-1500 hours). At approximately 1100 hours, Chief Sargent called me and the conversation lasted 14 minutes. He sounded intoxicated again (slurred speech, drifting train of thought and conversation, incomplete sentences). He started the conversation by asking how shift was going. I told him about an arrest that the midnight officers had made, and how myself and the other officer on duty wrapped up the booking/release process, and that Kyle and Griffin had stopped by the station to have donuts. Chief responded to that with "You never talk about Kyle, so I guess you guys are good?", I said "yes, we're good" and he said "Well that fucks my shit up because I'm getting a divorce". I told him that I hope that wasn't true, and asked why he would say that. He explained that I should know what that meant and he did have to answer my questions. I explained that I did not know what he meant by that, and he again stated that he had a "Taylor Problem" and hung up the phone.

At approximately 1115 hours, I called Sgt. Tessier (as I know he and Chief Sargent are close friends), and asked if Chief Sargent was OK. Sgt. Tessier asked what I was talking about, and I explained that Chief Sargent had told me about his call to AA, and that he had been calling me while highly intoxicated since the night before. I told Sgt. Tessier that Chief seemed to not be alright, made comments about having a crush on me, and that I was concerned for him. I asked Sgt. Tessier if Chief's wife was home, Sgt. Tessier responded that he seemed fine to him, his wife was home, and not to worry about it.

Chief Sargent called again at 1250 hours, this call lasted 20 minutes. His speech was slurred, mumbled, and scattered. During this call he asked about work and why I was unhappy with going to the night shift. I explained that I was bummed, but understood and knew I would do well. He explained that if I wasn't happy with shift, I should have talked to him right away because he could do something about it. He said he had no idea that "they" put me on midnights. I changed the conversation and asked what his plans were and if his family was home. He again said that he was getting a divorce and had a "Taylor Problem", I brushed it off and said that I didn't know what a "Taylor Problem" meant, and I hoped that he wasn't getting a divorce. I then explained that I was going to make traffic stops and hung up the call.

After the second phone call, I called Captain Scotti to express my concerns and explain the conversations that Chief Sargent and I had.

End of Memo

