

**COMMONWEALTH OF MASSACHUSETTS
PEACE OFFICER STANDARDS AND TRAINING COMMISSION**

In the Matter of
William Farwell

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Case No. 23-012-S
(PI 2022-11-22-004)

DECERTIFICATION ORDER

The Respondent William Farwell has entered into a Voluntary Decertification Agreement (“Agreement”) under which he has agreed to the permanent revocation of his certification (also known as decertification) as a law enforcement officer in the Commonwealth of Massachusetts, beginning on the date of approval of the Agreement by the Massachusetts Peace Officer Standards and Training Commission (“Commission”), and the entry of his decertification in the National Decertification Index (“NDI”). See M.G.L. c. 6E, §§ 3(a), 10(b)(iii), and 10(g); M.G.L. c. 30A, §§ 10 and 13. As further conditions of the Agreement, the Respondent has waived all rights to contest, in this or any other administrative or judicial proceeding to which the Commission is or may be a party, the factual allegations, conclusions of law, terms and conditions, and other provisions contained in the Agreement.

Accordingly, it is hereby ORDERED that, for the reasons stated in the Agreement:

- (a) The Respondent’s law enforcement certification is hereby permanently revoked;
- (b) The Executive Director shall characterize this action as a “Voluntary Decertification”; and
- (c) The Executive Director shall take the necessary steps to publish the Respondent’s name in the NDI and any publicly available lists and database published by the Commission.

By vote of the Commission on September 24, 2024.

Margaret R. Hinkle

Hon. Margaret R. Hinkle (Ret.), Chair

Notice: David M. Bae, Esq., Respondent’s Counsel
Shaun Martinez, Esq., Deputy Director, Division of Police Standards
Stoughton Police Department, Agency
Collective Bargaining Unit
Norfolk District Attorney’s Office

5. S.B. participated in the Stoughton Police Department Explorers Program beginning in 2010, when she was thirteen years old. S.B. remained in the program until 2016 when she graduated from high school. S.B. first met the Respondent through the Police Explorers Program in 2011, when he was a guest instructor in the program, and S.B. was fourteen or fifteen years old. The Division has no information that the Respondent engaged in any inappropriate or sexual conduct with S.B. at a time when she was a minor.

6. From 2017 through 2021, the Respondent is alleged to have conducted approximately twenty-six unauthorized searches of CJIS databases. On two occasions in 2019, the Respondent purportedly queried CJIS information on S.B., despite having no official law enforcement purpose for doing so. On approximately twenty-four separate occasions, the Respondent allegedly conducted CJIS queries on himself without any official law enforcement purpose.

7. On multiple occasions in 2020, the Respondent allegedly exchanged sexually graphic text messages with S.B., including photographs and videos of nude individuals and individuals having sexual intercourse. The graphic text messages date back to April 2020 and were exchanged through December 2020. At the time of these text exchanges, S.B. was approximately twenty-two years old. Several of these sexually graphic messages were purportedly sent on dates and times when the Respondent was on duty as a police officer.

8. On February 4, 2021, Canton Police Officers responded to S.B.'s apartment for a wellness check. They discovered that S.B. had died.

9. When interviewed on February 11, 2021, pursuant to the Massachusetts State Police's investigation of S.B.'s death, the Respondent allegedly admitted that he had a "sexual relationship" with S.B. for about two years, while S.B. was an adult, and that in 2020 he had two or three sexual encounters with her. The Respondent allegedly reported that the last time he and S.B. were together was "sometime in December 2020," when S.B. told the Respondent that S.B. was pregnant with the Respondent's twin brother's child.

10. It is alleged that text messages between S.B. and the Respondent indicate that the two met for a sexual encounter in the parking lot of her apartment building on January 10, 2021, which is inconsistent with the Respondent's alleged statement to the Massachusetts State Police.

Applicable Law

11. Pursuant to M.G.L. c. 6E § 3(a):

The [C]ommission shall have all powers necessary or convenient to carry out and effectuate its purposes, including, but not limited to, the power to:

(1) act as the primary civil enforcement agency for violations of [chapter 6E]; . . .

- (4) deny an application or limit, condition, restrict, revoke or suspend a certification, or fine a person certified for any cause that the commission deems reasonable; . . .
- (23) restrict, suspend or revoke certifications issued under [chapter 6E];
- (24) conduct adjudicatory proceedings in accordance with chapter 30A; . . .

12. Pursuant to M.G.L. c. 6E, § 10(b)(iii), “[t]he [C]ommission may, after a hearing, suspend or revoke an officer’s certification if the [C]ommission finds by clear and convincing evidence that the officer . . . has a pattern of unprofessional police conduct that [the] [C]ommission believes may escalate.”

13. Pursuant to M.G.L. c. 6E, § 10(g), “[t]he [C]ommission shall publish any revocation order and findings. The [C]ommission shall provide all revocation information to the national decertification index. No officer may apply for certification after that officer’s certification has been revoked pursuant to this section.”

14. Pursuant to M.G.L. c. 6E § 10(h), the Commission may institute a disciplinary hearing after an officer’s appointing agency has issued a final disposition the alleged misconduct or one year has elapsed since the allegations were reported to the Commission, whichever is sooner.

15. “Unless otherwise provided by law, agencies may [...] make informal disposition of any adjudicatory proceeding by stipulation, agreed settlement, consent order or default.”
M.G.L. c. 30A § 10.

16. The Respondent’s alleged conduct described above, if proven by clear and convincing evidence, would constitute a pattern of police misconduct that may escalate and would justify discipline against the Respondent pursuant to § 10(b)(iii).

Resolution

In view of the foregoing alleged violation of M.G.L. c. 6E § 10(b)(iii), the Commission has determined that the public interest would best be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions which have been agreed to by the Respondent:

17. The Respondent agrees that, if this matter were to proceed to an adjudicatory hearing, the allegations described above, if proven by clear and convincing evidence, would permit the Commission to impose significant discipline, up to and including his decertification as a law enforcement officer in the Commonwealth of Massachusetts.

18. The Respondent, without admitting the truth of the above allegations made against him, agrees to the permanent revocation of his law enforcement officer certification in the Commonwealth of Massachusetts, pursuant to M.G.L. c. 6E §§ 3(a) and 10(b)(iii).

19. The Respondent voluntarily waives any right he may have to appeal, upgrade, or otherwise challenge his current status of "Not Certified," including but not limited to any appeal or challenge to the October 10, 2022, decision of the Commission denying the Stoughton Police Department's application for renewal of the Respondent's law enforcement certification.

20. The Respondent waives all rights to contest the factual allegations, conclusions of law, terms and conditions, or other provisions contained in this agreement in any administrative or judicial forum to which the Commission is or may be a party.

21. The Respondent acknowledges that, once this Agreement and any Order of Suspension issued by the POST Commission are executed, they will be public documents and will be published on the Commission's website pursuant to M.G.L. c. 6E, § 10(g). Furthermore, the status of the Respondent's certification will be publicly available on certain lists and databases published by the Commission.

22. The Respondent understands and acknowledges that, as required under M.G.L. c. 6E, § 10(g), the Commission will submit all revocation information, including a copy of this Agreement and any Order of Decertification, for inclusion in the National Decertification Index.

23. This Agreement shall be effective as of the date it is approved by the Commission.

9/6/2024

Date



Respondent

9/24/2024

Date

Margaret R. Hinkle

Margaret R. Hinkle, Chair