

Exhibit A

DARTMOUTH FIRE DISTRICT 2

PRUDENTIAL COMMITTEE MEETING

11/16/2022

Prudential committee Present: Ralph Medeiros, Bob Bouley, Bill Coutu.

Also present District Counsel Attorney Anthony Savastano.

At 7pm the chairman called the meeting to order.

Vendor and payroll warrants and Treasurer's Report: Discussion and review of vendor and payroll warrants.

Motion made to accept and seconded, passed 3-0.

Deputy Chiefs duties: Discussion ensued regarding deputy chief temporarily assuming chief duties. Motion made to temporarily assign acting chief duties to the deputy chief. Motion was seconded and passed 3-0

Location of prior years' minutes: There was a discussion as to where are minutes from prior Prudential Committees. No one seems to know exactly where they are. Deputy Thomas stated that he would look for them.

Investigation of Prior Irregularities including:

Opening of Ballot Box during Edgcomb election to Prudential Committee

A discussion ensued regarding the 2017 election when Greg Edgcomb was first elected to the Prudential Committee. Ralph Medeiros stated that he showed up at the station on election day on April 24, 2017 while polls were still open. He was told that, while the polls were still open, Clerk Joan E. Harwood removed the ballot box from public view, opened the ballot box and counted the current tally of votes. The removal of the ballot box from public view was witnessed by the other election officers. Margaret Sweet and Bernard Giroux were present. Attorney Savastano stated that he was informed that Ms. Harwood informed others of the vote tally. Mr. Medeiros stated that Ms. Harwood resigned so the Prudential Committee, being him and Bernard Giroux, took no further action. Bill Coutu asked if they considered redoing the election without interference. He stated no. Attorney Savastano advised that 2017 Prudential Committee on the violations of law, including criminal violations, that occurred. Notwithstanding, that Committee took no further action to address the illegal conduct which resulted in Mr. Edgcomb being elected over Bill Coutu.

Serving of Firefighter on Prudential Committee

Bill Coutu asked Attorney Savastano what had occurred back in 2017 when Greg Edgcomb first became a Prudential Committee member. Attorney Savastano had advised the Committee that a Firefighter could not serve on the Prudential Committee. He read into the record his letter to the

Committee dated May 2, 2017, copy of which is included with these minutes. Mr. Medeiros stated several times that he was opposed to having a firefighter serve on the Prudential Committee, stating “we lost that fight”. What occurred was that Chief Andre asked that Mr. Edgcomb be allowed to continue as a firefighter because he held a dive certification that no other firefighter held. The Prudential Committee, being Mr. Medeiros (despite his statement that he opposed a firefighter serving on the Committee) and Mr. Giroux, voted to approve the Chief’s request. Shortly thereafter, the dive team was disbanded. Upon learning this, Attorney Savastano informed the Committee members that Mr. Edgcomb could no longer hold both positions. His advice was ignored. Mr. Edgcomb ran for re-election in 2020. Again, Attorney Savastano advised that Mr. Edgcomb could not continue as both a firefighter and Prudential Committee member. Again, his advice was ignored.

Misrepresentations to District Meeting regarding existence of contract.

Mr. Medeiros was asked about his representations to the Annual District Meeting on May 9, 2022, that there was no Fire Chief contract with Mr. Edgcomb. Attorney Savastano explained what occurred. Article 3 of the annual warrant listed a salary for Fire Chief of \$115,000. There was a debate over what the salary should be. There were comments about this item taking all night to resolve. Based on representations of Mr. Medeiros, Both Mr. Bouley and Attorney Savastano explained to the annual meeting that they did not need to be too concerned over the dollar amount because this was only an appropriation article, further explaining that the Prudential Committee did not need to spend this amount. The Committee could spend any amount up to the appropriation. Mr. Medeiros repeatedly told the Annual Meeting that there was no contract with Edgcomb. He was asked “Have you signed a contract with the new chief?” He responded, “No we haven’t, no we haven’t. He’s a temporary chief.” Mr. Edgcomb stood up and gave a speech. He did not correct the representations that there was no contract. In response to a question from John Souza, the Moderator stated: We need clarification on what is the current status of Chief vis-a-vis the Prudential Committee and does he have a contract right now, has a contract been negotiated?” Mr. Medeiros responded: “Well we talked about a salary for the Chief at 115 for the coming year. Now we haven’t put together a formal contract yet, we haven’t signed a contract” and “If this body approves \$115,000, the Prudential Committee doesn’t necessarily have to spend that money.” Based on these representations, the Annual Meeting approved Article 3.

Illegal Chief Contract negotiated outside Open Meeting

Despite the several representations at the District Meeting from Mr. Medeiros that there was no contract, at a subsequent Prudential Committee Meeting on May 24th, Mr. Medeiros and Mr. Edgcomb presented a contract signed by Mr. Medeiros and Mr. Giroux for Mr. Edgcomb to serve as Chief for 3 years starting at \$115,00. That contract was dated 2 weeks prior to the election and prior to the Annual Meeting. At the May 24th meeting, Mr. Medeiros represented that the contract was drafted by Attorney Savastano. Attorney Savastano read that contract and stated that it was not favorable to the District, was extremely employee friendly, and he never would have drafted it. He stated he was unaware of any contract and was never consulted. Mr. Medeiros then stated that it was similar to the contract drafted for the prior Chief by Attorney

Savastano. Attorney Savastano compared the two contracts and stated that they were not similar at all. At that May 24th meeting, Attorney Savastano asked to see the agenda for the meeting at which the contract was allegedly discussed. There was no agenda item for a Chief contract. It was concluded that either i) the contract was signed after the Annual Meeting and back dated, and signed by a former Prudential Committee member unlawfully; or ii) it was signed at a prior meeting without being an agenda item, in violation of the Open Meeting Law, and that the Annual Meeting was lied to about the existence of a contract. Attorney Savastano opined that either way, the contract was illegal and unenforceable. At the following Prudential Committee meeting on June 6th, Attorney Savastano reconfirmed his opinion that the contract was illegal, and stated that he looked at all agendas from 2022 and confirmed that there was never an item on any agenda relating to a Chief contract.

Fire chief search

Discussion on advertising of chief search deadline not being changed by Mr. Edgcomb after his discussion with Attorney Savastano. Attorney Savastano explained that the Prudential Committee authorized Mr. Bouley to draft an ad for Fire Chief and to place the ad on the Massachusetts Municipal Association (“MMA”) website. After drafting the ad in consultation with Counsel, it was decided that a detailed ad would be placed on the District Website and a summary of the available position with a reference to the District Website would be placed on the MMA website. The Committee had agreed on a period of time for the ad to run. Mr. Edgcomb wanted to make changes to the ad. In an attempt to accommodate Mr. Edgcomb, Mr. Bouley allowed him to make proposed changes. Mr. Edgcomb completely rewrote the ad. So the ad had to be changed to accommodate some of Mr. Edgcomb’s changes. By the time the MMA ad was placed there were only a few days left until the deadline posted on the District Website. Attorney Savastano noticed that the deadline had passed and notified Mr. Bouley, suggested that the deadline on the website be adjusted to accommodate the Prudential Committee’s instruction to run the add for number of weeks. Mr. Bouley authorized Attorney Savastano to contact Mr. Edgcomb to instruct him to change the deadline. He did so. It was later learned that Mr. Edgcomb never changed the deadline, leading to receiving only 2 applications, one of which was from Mr. Edgcomb.

Approval of minutes:

Motion to approve minutes of 10-17-22 was made and seconded, passed 3-0

A Motion and a second was made to go into executive session Roll call vote to go into executive session pursuant to M.G.L. Ch. 30A. Sec. 21, for the following purposes:

1. To address Open Meeting Law Complaint dated November 9, 2022, filed by Gregory Edgcomb. M.G.L. Ch. 30A. Sec. 21 (a) 1; and
2. To investigate charges of criminal misconduct or to consider the filing of criminal complaints. M.G.L. Ch. 30A. Sec. 21 (a) 5.

The Chairman stated that the Committee would not reconvene in open session.

A Roll call vote was taken, and the motion passed 3-0.

Adjourn

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May 2, 2017

VIA E-MAIL ralph@ralphcars.com

VIA E-MAIL berniegiroux@gmail.com

Ralph G. Medeiros
Prudential Committee Member

Bernard P. Giroux
Prudential Committee Member

Re: Prudential Committee Members Serving As Firefighters

Dear Prudential Committee Members:

I am writing to address the inquiries relating to whether a firefighter can serve on the Prudential Committee for District No. 2.

A person may only hold two positions with the same municipality (fire district) pursuant to statutory exemptions to M.G. L. c. 268A section 20 (which generally prohibits a municipal employee from having more than one municipal position at the same time), or pursuant to a regulation promulgated by the State Ethics Commission which created an exemption to section 20.

The regulatory exemption set forth in 930 CMR 6.02(3) allows a municipal employee such as a firefighter to add a **completely uncompensated** position, provided that the employee files a written public disclosure with the town clerk. The Prudential Committee is a compensated position. For a position to be "uncompensated" for 930 CMR 6.02(3) purposes no pay, benefits, per diems, or retirement-related creditable service may be provided for the position. A position is not uncompensated because the person holding the position waives or declines compensated otherwise provided or available to the holder of the position.

Even if a firefighter were to rely on and comply with the regulatory exemption of 930 CMR 6.02(3), he or she would not be able, during his service as a Prudential Committee member, to change positions (such as a promotion) with the District. Such a change would still be effectively prohibited by section 20.

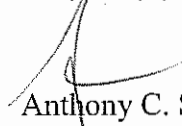
Pursuant to the statutory exemption set forth in section 20 (f) a firefighter could only be a member of the Prudential Committee if 1) the Chief makes and files with the Clerk of the District a written certification that no employee of the Department is available to perform the firefighter's duties; and 2) the Prudential Committee approves the exemption of his interest from this section.

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It appears to be impossible to comply with the first of these two requirements. Even if it was not, the firefighter would still need to comply with all other applicable sections of M.G.L. c.268A. For example, the firefighter would be prohibited by G. L. c.268A section 19 from participating as a Prudential Committee Member in any particular matter in which he has a financial interest. As part of this prohibition, he or she would be prohibited from participating in any budget related issues to the extent it affects the firefighter's compensation. An exemption from this prohibition exists if: 1) the firefighter first advises the official responsible for appointment to his position (the Chief) of the nature and circumstances of the particular matter and makes full disclosure of such financial interest, and receives in advance a written determination made by the Chief that the interest is not so substantial as to be deemed likely to affect the integrity of the services which the District may expect from the firefighter.

I have confirmed my analysis with an attorney at the Massachusetts Ethics Commission. Consequently, it is my opinion that a Fire District No.2 firefighter cannot serve as a member of the Prudential Committee. Please feel free to call with any further questions.

Very truly yours,



Anthony C. Savastano

ACS/nld