

DARTMOUTH FIRE DISTRICT 2

PRUDENTIAL COMMITTEE MEETING

4/20/2023

Prudential committee Present: Bob Bouley, Bill Coutu, Attorney Savastano

Present: Members of the fire district

At 2:10 the chairman called te meeting to order, At 2:26 Ralph arrived

Policy for vehicle use: Anthony stated the chief does not have the authority to enter into a legal contract for vehicle use. The chief unsuccessfully tried to convince Anthony that the contract was not a contract. Anthony suggested the board consider discussing this under the goals and objectives.

Posting of minutes: There was discussion on why all the minutes that have been approved by the board have not been posted as agreed. The chief explained that he was unaware of a problem with the website and it has since been corrected. The chief agreed to post all minutes the department had of the prior administration. Anthony stated he has been working with Bill to obtain all his copies of the current board and will take it upon himself to see that they are posted to the towns website tomorrow.

Stipends and deputy pay: Anthony again clarified the boards ability to set the pay. He said it doesnt have to pay the amount approved at the anual meeting, it just cannot exceed that amount.

Motion made and seconded to adjust deputy stipend and inspector dtipend to the same amountsas are listed the next annual warrant. Motion passed 2-1.

Fire chief goals and objectives: Will discuss at next meeting.

Districtg Letter to inspector general and ethics commision: Anthony read the letters into the record and discussion ensued. A copy of those letters are attached to these minutes. Ralph addmitted to hiring his brother and signing off on the payments, but denied knowing it was an issue. He also stated that while he did say Greg did not have a contract at the annual meeting he wasnt lying but could not explain how it wasn't a lie

Adjourn: Motion to adjourn made and seconed ,motion passed 3-0

ANTHONY C. SAVASTANO
ATTORNEY AT LAW, P.C.

The Joseph Arthur Beauvais House
404 County Street
New Bedford, MA 02740-4936
Tel. (508) 992-7000
Fax (508) 984-1492

Anthony C. Savastano, Esquire
anthony@savastanolawfirm.com

Brian J. Cruise, Esquire
bcruise@savastanolawfirm.com

April 14, 2023

IGO-FightFraud@mass.gov
Office of the Inspector General
One Ashburton Place, Room 1311
Boston, MA 02108

Re: Dartmouth Fire District No. 2

To Whom it may concern:

Please be advised that I am attorney for Dartmouth Fire District No. 2 (the “District”). The District is a distinct municipal entity in which the Prudential Committee is the executive branch and District Meeting (open meeting to all registered voters) is the legislative branch. The Prudential Committee consists of three elected members, one elected each year for a three-year term. In April 2022, because there was an open seat, two new members, Robert Bouley (“Bouley”) who defeated incumbent Bernard Giroux (“Giroux”), and William Coutu (“Coutu”) who won election for the open seat, were elected to the Prudential Committee, to join existing member, Ralph Medeiros (“Medeiros”). These new members discovered or otherwise were made aware of several very concerning matters which occurred and continued to occur after their election, by other District officials. The Committee has voted to instruct me to report these issues to your office for investigation. The Committee believes that the issues outlined below demonstrate a disturbing pattern of illegal conduct and self-dealing which need to be investigated.

1. Ballot Box was illegally open During District’s Annual Election in which Firefighter was elected to Prudential Committee, and Prudential Committee allowed election results to stand after illegal election interference.

At its November 16, 2022 meeting, the Prudential Committee discussed irregularities that occurred at the April 2017 election. Prudential Committee member Medeiros, who was also a member in 2017, discussed what occurred. See Exhibit A, Minutes of Meeting. On April 24, 2017 election day, Medeiros arrived at the fire station (which is the polling place for the District) while polls were still open. He was told by the other Prudential Committee member, Giroux, and

poll worker Margaret Sweet that they witnessed an irregularity. Specifically, while the polls were still open, District Clerk Joan E. Harwood (“Harwood”) removed the ballot box from public view, opened the ballot box and counted the current tally of votes. A Dartmouth police officer was also present and witnesses this. There was also discussion in 2017 that Harwood then illegally shared the mid-election tally in an effort to galvanize further tonight for, and secure the election of, Firefighter Greg Edgcomb (“Edgcomb”). The then-Prudential Committee, being Medeiros and Giroux, and although being made aware of these actions, nonetheless failed to take any remedial action including seeking a new and fair election or pursuing any criminal or civil action against the violators. Medeiros explained that they took no further action because Harwood resigned. Coutu asked Medeiros if they considered redoing the election without interference. Medeiros stated no, they did not. The current Prudential Committee discussed this incident and lack of response at its meeting on November 16, 2022. The majority of the current Prudential Committee is gravely concerned about this election interference.

2. The Former Prudential Committee voted to allow Edgcomb to serve as both a firefighter and a Prudential Committee member.

In 2017, Edgcomb was serving as a firefighter when he was elected to the Prudential Committee. Unless some specific public safety necessity requires it, firefighters are not allowed to serve on the Prudential Committee per the state Ethics Statute, G.L. c. 268A, section 20. The Fire Chief at the time, Timothy J. Andre, asked that Edgcomb be allowed to continue as a firefighter because he held a dive certification that no other firefighter held. The Prudential Committee, being Medeiros and Giroux, voted to approve the Chief’s request on this basis state public safety need. Shortly thereafter, the dive team was disbanded. Edgcomb was allowed to continue to serve as firefighter, in violation of the Ethics Statute. Edgcomb ran for re-election in 2020. Again, he continued to serve as firefighter in violation of G.L. c. 268A, section 20. The majority of the current Prudential Committee is concerned that Edgcomb participated in conversations and decisions in which he had a conflict of interest.

This issue was also discussed at the November 16, 2022 Prudential Committee meeting. See Exhibit A, Minutes of Meeting.

3. Medeiros, Giroux and Edgcomb negotiated and signed an Illegal Contract for Edgcomb.

Prior to the 2022 election, Edgcomb resigned from the Prudential Committee, and was then assigned the duties of Acting Fire Chief by Medeiros and Giroux. The District then held its Annual Meeting on May 9, 2022. This meeting occurred shortly after the annual election in which Bouley defeated incumbent Giroux, and Coutu won election for the open seat. After years of annual meetings in which the District struggled to even reach the quorum of 25 voters, close to two hundred voters appeared at the annual meeting. There were controversial warrant articles, including one which proposed adding several full-time firefighters to a mostly volunteer department and, importantly, Article 3 which listed a salary for Fire Chief of \$115,000, a significant increase over the salary of the longtime, but recently retired Chief Andre. At that

time, Edgcomb had not been yet appointed as the permanent Fire Chief. There was a heated debate over what the salary should be. During the debate, comments were made about this warrant article taking all night to resolve.

At the meeting, voters repeatedly asked whether Edgcomb currently had a contract. Medeiros repeatedly told the Annual Meeting that there was not a contract with Edgcomb. At one point, 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 about, among other things, why he was the best person for the Chief’s position and why he needed the significant pay increase. He did not correct the representations that there was no contract. In response to a question from registered voter 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, appropriating a \$115,000.00, knowing that the current Prudential Committee would not approve that amount. A video of this meeting is available on Dartmouth Community Television.

Despite the several representations at the District Meeting from Medeiros that there was no contract, at a subsequent Prudential Committee Meeting on May 24, 2022, Medeiros and Edgcomb surprised the Committee by presenting a contract signed by Medeiros and Giroux for Edgcomb to serve as Chief for 3 years starting at \$115,000. That contract was dated April 11, 2022, being 2 weeks prior to the election and prior to the Annual Meeting. See Exhibit B. At the May 24th meeting, Medeiros represented that the contract was drafted by me. I read that contract and stated that it was not favorable to the District, and was extremely employee friendly, and that I never would have drafted a contract in this form. I stated that I 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 me. I compared the two contracts and stated that they were not similar at all. At that May 24th meeting, I 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. I opined that either way, the contract was illegal and unenforceable. See Exhibit C, Minutes of Meeting. At the following Prudential Committee meeting on June 6, 2022, I reconfirmed my opinion that the contract was illegal. See Exhibit D, Minutes of Meeting I stated that I looked at all agendas from 2022 and confirmed that there was never an item on any agenda relating to a Chief contract.

The majority of the current Prudential Committee believes that Medeiros and Giroux illegally and secretly negotiated and signed a three-year contract for Edgcomb as Chief.

4. Medeiros signed warrants authorizing payments to own brother to do work for the District.

At the December 22, 2022 Prudential Committee meeting, Bouley and Coutu learned that Medeiros signed several vendor warrants approving payment of over \$6,000 to his brother. The prior Prudential Committee, including Medeiros, hired Medeiros's brother to set up and run the District website. See Exhibit E, Minutes of Meeting. Massachusetts General Law Chapter 268A Section 19 makes it a felony to, and prohibits, participating in a matter in which an immediate family member has a financial interest. This was discussed again at the January 9, 2023 Prudential Committee Meeting. See Exhibit E, Minutes of Meeting. The majority of the current Prudential Committee believes that Medeiros has utilized his elected position to illegally financially benefit his family.

Conclusion

Once again, the majority of the current Prudential Committee believes the above-described incidents demonstrate a disturbing pattern of illegal conduct and self-dealing, and respectfully requests that you commence an investigation at your earliest availability. Thank you for your prompt attention to this matter.

Sincerely,



Anthony C. Savastano

cc: Prudential Committee

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

ANTHONY C. SAVASTANO
ATTORNEY AT LAW, P.C.

The Joseph Arthur Beauvais House
404 County Street
New Bedford, MA 02740-4936
Tel. (508) 992-7000
Fax (508) 984-1492
E-mail: anthony@savastanolawfirm.com

Anthony C. Savastano, Esquire
Brian J. Cruise, Esquire

OF COUNSEL
Stephen R. Kravetz
(1995-2004)

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.

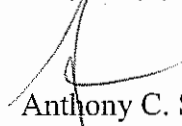
Pursuant to the statutory exemption set forth in section 20 (f) a firefighter could only be a member of the Prudential Committee if 1) the Chief makes and files with the Clerk of the District a written certification that no employee of the Department is available to perform the firefighter's duties;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

Page 2
May 2, 2017

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

Dartmouth Fire District 2
Chief of the Department
Employment Agreement

THIS AGREEMENT made and entered into this 11th day of April 2022, by and between Dartmouth Fire District 2 (hereinafter referred to as the "District"), Town of Dartmouth, Commonwealth of Massachusetts, acting by and through its Prudential Committee, Ralph Medeiros and Bernard Giroux; and Gregory Edgcomb (hereinafter the "Employee" or "Fire Chief").

WHEREAS, the District is desirous of securing the services of the Employee as Fire Chief in the administration of Dartmouth Fire District 2;

WHEREAS, the District and the Employee voluntarily enter into this Agreement pursuant to the authority granted under G.L. c.41 sec. 108O;

WHEREAS, the Employee is willing to perform the duties of the position of Fire Chief according to the terms and conditions of this Agreement; and

NOW, THEREFORE, the District and the Fire Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this Agreement to which said Employee shall be entitled as Fire Chief.

DUTIES

The Fire Chief shall have charge of extinguishing fire in the district and the protection of life and property in case of fire. He shall be responsible for enforcement of all statutes, bylaws, regulations or codes applicable to the fire department. He shall purchase, subject to the approval of the Prudential Committee, and keep in repair all property and apparatus used for and by the fire department. He shall make all rules and regulations for its operation, and be responsible for the daily operation of the fire department. Pursuant to the district by-laws, the Fire Chief shall serve as the Appointing Authority for members of the fire department.

HOURS OF WORK

Due to the unique nature of the public safety management function, it is understood and agreed that in order to properly perform the job required, the Employee may have to expend additional time beyond the normal workday, and the Employee agrees to do same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or hour for hour additional compensation for said additional time.

It is recognized that the Fire Chief must devote a great deal of time outside of the normal business hours to the business of the district, and to that end, the Fire Chief shall be allowed to take leave from time to time as he shall deem appropriate during said normal business hours at such time which the Fire Chief reasonably determines will not adversely impact departmental operations.

SALARY

Subject to the terms and conditions of the Agreement, and while he is engaged as and performing the duties of the Fire Chief, the Employer agrees to pay the Employee for his services rendered pursuant hereto an annual salary as follows:

Effective July 1, 2022, the Employee's base annual salary shall be	\$115,000
Effective July 1, 2023, the Employee's base annual salary shall be	\$118,450
Effective July 1, 2024, the Employee's base annual salary shall be	\$122,000

The foregoing annual base salary shall include all EMT/paramedic stipends, education stipend longevity pays or other payments due by reason of statute or bylaw, unless specifically provided in this Agreement. If the Employee, through the course of his education and professional development, becomes eligible for special team assignments (i.e., State HAZMAT team, Tech Rescue team, etc.) then the Prudential Committee will allow said Employee to join such teams and receive additional financial compensation above and beyond his base salary; payable by the Commonwealth of Massachusetts.

The Employee recognizes and agrees that he will not be entitled to any salary increases or benefits afforded to other District employees, unless the Employer agrees to same by an amendment to this Agreement.

BENEFITS

Vacation: The Fire Chief shall be granted and entitled to twenty-five (25) days of vacation annually, beginning on July 1, 2022. Vacation days may be used singularly or consecutively, such days off being subject to the needs of the department. The Fire Chief shall notify the Prudential Committee if he intends to be on vacation or otherwise absent from his duties for three (3) or more consecutive days. Vacation days shall not be cumulative year to year; however, the Fire Chief shall be permitted to carry over up to five (5) vacation days in each succeeding year for use in that same succeeding year. The Employee shall be compensated for his then current balance of vacation leave upon separation from the district.

Holidays: The Fire Chief shall receive regular pay for all Federal Holidays and Commonwealth of Massachusetts holidays. If required in the course of his duties to work on one or more of these holidays, the Fire Chief shall be entitled to an equivalent day off with pay.

Sick Leave: The Fire Chief shall receive one and one-quarter (1 ¼) sick days per month starting on July 1, 2022 and will continue at this rate each year for the duration of this agreement. The district recognizes that the Fire Chief left his previous employment with a significant balance of accrued sick time and as a gesture of good faith will grant a starting sick bank of 60 days effective on July 1, 2022. Both regular and accrued sick leave shall only be applicable in cases of bona fide illness or non-work-related incident and shall not be payable if the absence is caused by overindulgence of alcohol or drugs, or by the Fire Chief's misconduct. Upon retirement or separation from the District, the Fire Chief shall be entitled to the following buy back schedule for accumulated sick leave days:

1-49 days shall be paid at 20% daily rate

50-99 days shall be paid at 30% daily rate

100-149 days shall be paid at 40% daily rate

Over 150 days shall be paid at 50% daily rate

Personal Leave: The Employee shall be entitled to three (3) personal leave says each calendar year. Any unused balance shall not be carried over into the following calendar year.

Clothing/Uniform Allowance: The Fire Chief shall receive \$1,000 per year for clothing and uniform expenses.

Vehicle: The District shall provide a vehicle for use by the Fire Chief. The district shall pay all attendant operating, maintenance and insurance expenses. The Fire Chief shall use of said vehicle at all times he remains employed by the district, and due to the 24-hour, 7 days per week nature of the position, shall be allowed to use the vehicle for all professional functions and for personal use.

PERFORMANCE EVALUATION

Within thirty (30) days of each annual anniversary date of this Agreement, the Prudential Committee shall review and evaluate the job performance of the Fire Chief upon mutually agreed upon criteria.

The Prudential Committee shall provide the Fire Chief with a written summary statement of the performance evaluation and shall provide an opportunity for the Fire Chief to discuss the contents thereof with him for the purpose of improving the overall effectiveness of his position.

PROFESSIONAL DEVELOPMENT

The district recognizes its obligation to the professional development of the Fire Chief and agrees that he shall be permitted adequate opportunities to develop his skills and abilities as a fire department administrator. As a condition of this Agreement, the Fire Chief agrees to use diligent efforts to apply for and, if accepted:

Attend FEMA's National Fire Academy Executive Development Program, Massachusetts Chief Fire Officer Program, or other similar executive management program approved in advance by the Prudential Committee, provided funding has been appropriated for such purposes.

The district agrees to pay professional dues and subscriptions and costs of seminars and other courses and programs approved by the district and reasonably related to the professional growth, development, education and training of the Fire Chief.

Support professional development in attending local, state and national courses, meetings and/or conferences and other recognized agencies that benefit the fire service and the district.

The Fire Chief shall be allowed to attend the International Association of Fire Chiefs' annual meeting, provided said meeting is within the continental United States or Canada, if approved in advance by the Prudential Committee and provided there are funds available for such purpose.

DURATION OF AGREEMENT

This Agreement shall be in effect for three (3) years from July 1, 2022 through June 30, 2025. Absent a duly executed writing extending or amending this Agreement, the wage and benefit terms of this Agreement shall remain in effect following the expiration of this Agreement, unless the Fire Chief resigns or is terminated pursuant to General Laws, c. 48 section 42.

In the event the Fire Chief intends to resign voluntarily or retire before the natural expiration of any term of employment, he shall give the district ninety (90) days written notice in advance by providing such notice to the Prudential Committee, unless the parties otherwise agree in writing.

This Agreement may be terminated within thirty (30) calendar days upon mutual agreement of the parties, unless otherwise terminated as provided by law.

It is agreed that the Fire Chief can be disciplined or discharged for just cause and in accordance with the provisions of General Laws, c. 48 section 42.

MODIFICATION

No change or modification of this agreement shall be valid unless it shall be in writing and signed by both parties.

LAW GOVERNING

This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

SEVERABILITY OF PROVISIONS

If any clause or provision of this Agreement shall be determined to be illegal by court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

MISCELLANEOUS

The Fire Chief shall submit to the Prudential Committee on or before the first of each month written notice of his taking of any allowed leave time for the previous month and shall, prior to any extended leave, submit to the Prudential Committee the name of a suitable replacement from the ranks of the fire department officers to the Prudential Committee in order for the Prudential Committee to appoint and Officer-in-Charge of the fire department for the period of such leave.

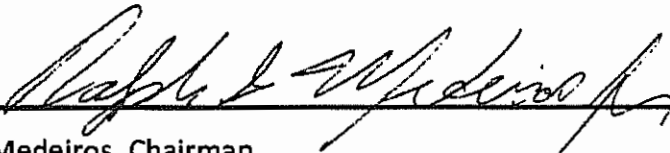
INDEMNIFICATION

The District hereby agrees that it shall indemnify the Fire Chief from personal financial loss and expenses, including legal fees, if any, as a result of any claims against him arising out of and relating to the performance of his duties and responsibilities as the Fire Chief in accordance with the provisions of Massachusetts Law. This indemnification shall extend to claims that are made after the Fire Chief is no longer employed by the district, as long as the claims arise out of or relate to the performance of his duties and responsibilities as the Fire Chief in accordance with the provisions of Massachusetts Law.

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

Dartmouth Fire District 2

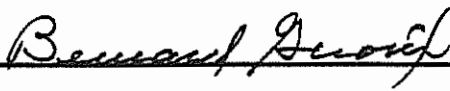
Prudential Committee



Ralph Medeiros, Chairman

4-11-22

Date

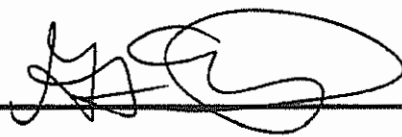


Bernard Giroux, Member

4/11/22

Date

Employee/Fire Chief



Gregory Edgcomb

4.11.22

Date

Exhibit C

**Dartmouth Fire District 2
Prudential Committee Meeting Minutes**

5/24/2022

Prudential committee present: Bob Bouley, Ralph Medeiros, Bill Coutu

The chairman, Ralph Medeiros, called the meeting to order at 5:32 pm
Discussion on chief contract: Prior to going into executive session to discuss strategy, Ralph surprised everyone by stating that Greg Edgcomb already had a 3 year contract despite his statements to the contrary to at the Annual Meeting. He stated that the prior Prudential Committee signed it in April. Attorney Savastano reviewed the contract and stated that it was dated 2 weeks prior to the election. He stated that there is caselaw which prohibits binding a future board. In this case, there was an open seat and Giroux had an opponent so it was possible that a majority of the committee would not be re-elected. Attorney Savastano looked up the agenda for that April meeting and saw that there was nothing posted regarding a contract for the Fire Chief. He stated that, if the contract was discussed or signed at that meeting, then it was an Open Meeting Law violation, and this was another reason why the contract was not legal or enforceable. There was discussion that, when discussing hiring a Chief at the May 9th Prudential Committee meeting, Ralph never told the Committee about this contract, and at the May 9th Annual Meeting, he repeatedly told the Annual Meeting that there was no signed contract. Ralph had no answer. Ralph was questioned as to whether he and Bernie signed this contract after the election and backdated it.

At 6:10 pm a motion was made to go into executive session.

Roll call vote, Bob yes, Bill yes, Ralph yes

At 7:15 the open meeting resumed. Discussion on research for optional candidates for chief. Discussion on the validity of the contract and options available.

At 7:51 a motion to adjourn was made and seconded. passed 3-0

Exhibit D

DARTMOUTH FIRE DISTRICT TWO

6/6/2022

PRUDENTIAL COMMITTEE PRESENT

Bob Bouley, Bill Coutu, Ralph medeiros

The chairman called the meeting to order at 7pm at fire district 2.
present: residents of the fire district

the board met with sam manley to consult with him for strategic planning for the new fire chief..
discussed fire chief job description

acting chief stated that the previous administration had absolutely zero record keeping, awful records on everything and the software was more than 12 years old, and he had to completely build a database from the ground up as there was nothing at all. He also stated the former chief would never let them see reports. One truck had non functioning brakes and none of the pumps had been certified in 20 years and a lot of the things that are required to be done weren't getting done

Ralph stated his reasons for signing off on the warrant was that a mass mailout was done so that all the voters would be notified of the upcoming warrant and that it wouldn't simply get passed because only 15 people showed up.

Reviewed acting chiefs contract. Anthony Savastano stated the contract is not valid. Discussion then turned to finding a chief and extending the current chief till september 1. the board voted unanimously to extend the acting chiefs contract thru september 1,

the board voted to redo the vote for chairman and clerk. The vote was unanimous for Bob Bouley to be chairman and Bill Coutu to be clerk

the meeting adjourned at 8:25pm

Exhibit E

DARTMOUTH FIRE DISTRICT 2

PRUDENTIAL COMMITTEE MEETING

12/22/2022

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

Also Present: District Counsel Attorney Anthony Savastano

At 2:09 the chairman called te meeting to order

District website and facebook page and their operations:

Discussion on website. Ralph Medeiros stated that his Mark was hired by the District to set up the website.

Discussion ensued about posts to facebook, and who controls the content. Greg Edgcomb stated that he is an Administrator and assigned administrator duties also to Carolyn Abrantes who admitted to posting the vote of no confidence. Acting Chief Wayne Thomas agreed that as acitng Chief he is also responsible for the content. There was a discussion about what is appropriate to post on a fire department site.

Fire Chief,review applications and interview of candidates:

Discussion on candidate Scott Brooks no longer a candidate,and false reporting by Dartmouth Weekly.

An interview of Erick Turcotte was conducted. After a discussion with the candidate, a motion was made to offer Mr Turcotte the chief position. Motion was seconed and passed 2-1.

Review of Minutes: Disscusion about the November 16 minutes. Motion was made and seconed to accept the minutes. Motion passed 3-0.

A Motion was made and seconded to go into Executive Session pursuant to M.G.L. Ch. 30A. Sec. 21,

a. to conduct strategy sessions in preparation for negotiations with nonunion personnel and to conduct contract negotiations with nonunion personnel;

b. To review executive session minutes;

c. To address Open Meeting Law Complaint dated December 16, 2022, filed by Gregory Edgcomb. M.G.L. Ch. 30A. Sec. 21 (a) 1; and

d. To investigate charges of criminal misconduct or to consider the filing of criminal complaints. M.G.L. Ch. 30A. Sec. 21 (a) 5.

A roll call vote was taken as follows: Bob Bouley , yes Bill Coutu,yes Ralph Medeiros,yes

The chairman called the open meeting back to order at 4:27

Motion made and seconded to ratify the contract with Erick Turcotte in open session.

Motion passed 3-0.

Adjourn

A motion was made and seconded to adjourn. Motion passed 3-0.

Exhibit F

DARTMOUTH FIRE DISTRICT 2

PRUDENTIAL COMMITTEE MEETING

1/9/23

Prudential committee Present: Bob Bouley, Bill Coutu

Present: Members of the fire district

At 4:09pm the chairman called te meeting to order

Approval of minutes for 12/8, 12/14 & 12/22/22: motion to approve , passed 2-0

Chiefs report and building and equipment maitenance: discussion on the chiefs report, building and equipment maintenance. Discussion on airboat repairs, boat was supposed to go to denmar for repairs but has not yet. Discussion on qualifications for driveing the boat. Chief is also going to look into that.

Motion to accept the chiefs report, passed 2-0

Loaction of prior years minutes: Discussion on minutes present and prior years

Ralph is now present

Stipends, firefighter pay and deputy chief pay: Discussion on stipends and pay, chief agreed to come back next month with info to justify the present stipends for deputy and inspector,

Fire chief goals and objectives: Discussion on goals and objectives

District website and facebook page: Discussion on district policy on use of website and facebook page. Discussion on Ralph signing off on family receiving payments from the district. Ralph admitted to signing warrants in which his brother was paid to set up and manage the website. He stated that Greg Edgecomb was assigned the task of hiring his brother . Ralph stated that agreeing to pay his brother was no big deal

Address open meeting law complaint: Motion to have Anthony respond to the complaint. Motion passed 3-0

5:00 pm

Roll call vote to go into executive session: A motion was made and seconded to go into executive session pusuant to M.G.L. ch.30 sec.21

a: to address open meeting law complaint dated December 22, 2022, filed by Gregory Edgecomb.m.g.l. ch 30a. Sec 21(a)5.

B: To investigate charges of criminal misconduct or to consider the filing of criminal complaints. m.g.l. ch30a. Sec 21(a)5.

A roll call vote was taken: Bill yes, Ralph yes, Bob, yes

5:20pm

Return to open meeting: Ralph immediately openly discussed everything that was discussed during executive session with people in attendance.

Vendor, payroll and treasurers report: discussion on vendor ,treasurer and payroll report
motion made to accept , passed 3-0

fy 2024 budget discussion: Discussion on budget , to be continued at next meeting.

Adjourn: Motion to adjourn: passed 3-0

ANTHONY C. SAVASTANO
ATTORNEY AT LAW, P.C.

The Joseph Arthur Beauvais House
404 County Street
New Bedford, MA 02740-4936
Tel. (508) 992-7000
Fax (508) 984-1492

Anthony C. Savastano, Esquire
anthony@savastanolawfirm.com

Brian J. Cruise, Esquire
bcruise@savastanolawfirm.com

April 14, 2023

Via email to: carolyn.teehan@mass.gov
State Ethics Commission
One Ashburton Place, Suite 619
Boston, MA 02108

Re: Dartmouth Fire District No. 2

To Whom it may concern:

Please be advised that I am attorney for Dartmouth Fire District No. 2 (the “District”). The District is a distinct municipal entity in which the Prudential Committee is the executive branch and District Meeting (open meeting to all registered voters) is the legislative branch. The Prudential Committee consists of three elected members, one elected each year for a three-year term. In April 2022, because there was an open seat, two new members, Robert Bouley (“Bouley”) who defeated incumbent Bernard Giroux (“Giroux”), and William Coutu (“Coutu”) who won election for the open seat, were elected to the Prudential Committee, to join existing member, Ralph Medeiros (“Medeiros”). These new members discovered or otherwise were made aware of several very concerning matters which occurred and continued to occur after their election, by other District officials. The Committee has voted to instruct me to report these issues to your office for investigation. The Committee believes that the issues outlined below demonstrate a disturbing pattern of illegal conduct and self-dealing which need to be investigated.

1. Ballot Box was illegally open During District’s Annual Election in which Firefighter was elected to Prudential Committee, and Prudential Committee allowed election results to stand after illegal election interference.

At its November 16, 2022 meeting, the Prudential Committee discussed irregularities that occurred at the April 2017 election. Prudential Committee member Medeiros, who was also a member in 2017, discussed what occurred. See Exhibit A, Minutes of Meeting. On April 24, 2017 election day, Medeiros arrived at the fire station (which is the polling place for the District) while polls were still open. He was told by the other Prudential Committee member, Giroux, and

poll worker Margaret Sweet that they witnessed an irregularity. Specifically, while the polls were still open, District Clerk Joan E. Harwood (“Harwood”) removed the ballot box from public view, opened the ballot box and counted the current tally of votes. A Dartmouth police officer was also present and witnesses this. There was also discussion in 2017 that Harwood then illegally shared the mid-election tally in an effort to galvanize further tonight for, and secure the election of, Firefighter Greg Edgcomb (“Edgcomb”). The then-Prudential Committee, being Medeiros and Giroux, and although being made aware of these actions, nonetheless failed to take any remedial action including seeking a new and fair election or pursuing any criminal or civil action against the violators. Medeiros explained that they took no further action because Harwood resigned. Coutu asked Medeiros if they considered redoing the election without interference. Medeiros stated no, they did not. The current Prudential Committee discussed this incident and lack of response at its meeting on November 16, 2022. The majority of the current Prudential Committee is gravely concerned about this election interference.

2. The Former Prudential Committee voted to allow Edgcomb to serve as both a firefighter and a Prudential Committee member.

In 2017, Edgcomb was serving as a firefighter when he was elected to the Prudential Committee. Unless some specific public safety necessity requires it, firefighters are not allowed to serve on the Prudential Committee per the state Ethics Statute, G.L. c. 268A, section 20. The Fire Chief at the time, Timothy J. Andre, asked that Edgcomb be allowed to continue as a firefighter because he held a dive certification that no other firefighter held. The Prudential Committee, being Medeiros and Giroux, voted to approve the Chief’s request on this basis state public safety need. Shortly thereafter, the dive team was disbanded. Edgcomb was allowed to continue to serve as firefighter, in violation of the Ethics Statute. Edgcomb ran for re-election in 2020. Again, he continued to serve as firefighter in violation of G.L. c. 268A, section 20. The majority of the current Prudential Committee is concerned that Edgcomb participated in conversations and decisions in which he had a conflict of interest.

This issue was also discussed at the November 16, 2022 Prudential Committee meeting. See Exhibit A, Minutes of Meeting.

3. Medeiros, Giroux and Edgcomb negotiated and signed an Illegal Contract for Edgcomb.

Prior to the 2022 election, Edgcomb resigned from the Prudential Committee, and was then assigned the duties of Acting Fire Chief by Medeiros and Giroux. The District then held its Annual Meeting on May 9, 2022. This meeting occurred shortly after the annual election in which Bouley defeated incumbent Giroux, and Coutu won election for the open seat. After years of annual meetings in which the District struggled to even reach the quorum of 25 voters, close to two hundred voters appeared at the annual meeting. There were controversial warrant articles, including one which proposed adding several full-time firefighters to a mostly volunteer department and, importantly, Article 3 which listed a salary for Fire Chief of \$115,000, a significant increase over the salary of the longtime, but recently retired Chief Andre. At that

time, Edgcomb had not been yet appointed as the permanent Fire Chief. There was a heated debate over what the salary should be. During the debate, comments were made about this warrant article taking all night to resolve.

At the meeting, voters repeatedly asked whether Edgcomb currently had a contract. Medeiros repeatedly told the Annual Meeting that there was not a contract with Edgcomb. At one point, 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 about, among other things, why he was the best person for the Chief’s position and why he needed the significant pay increase. He did not correct the representations that there was no contract. In response to a question from registered voter 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, appropriating a \$115,000.00, knowing that the current Prudential Committee would not approve that amount. A video of this meeting is available on Dartmouth Community Television.

Despite the several representations at the District Meeting from Medeiros that there was no contract, at a subsequent Prudential Committee Meeting on May 24, 2022, Medeiros and Edgcomb surprised the Committee by presenting a contract signed by Medeiros and Giroux for Edgcomb to serve as Chief for 3 years starting at \$115,000. That contract was dated April 11, 2022, being 2 weeks prior to the election and prior to the Annual Meeting. See Exhibit B. At the May 24th meeting, Medeiros represented that the contract was drafted by me. I read that contract and stated that it was not favorable to the District, and was extremely employee friendly, and that I never would have drafted a contract in this form. I stated that I 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 me. I compared the two contracts and stated that they were not similar at all. At that May 24th meeting, I 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. I opined that either way, the contract was illegal and unenforceable. See Exhibit C, Minutes of Meeting. At the following Prudential Committee meeting on June 6, 2022, I reconfirmed my opinion that the contract was illegal. See Exhibit D, Minutes of Meeting I stated that I looked at all agendas from 2022 and confirmed that there was never an item on any agenda relating to a Chief contract.

The majority of the current Prudential Committee believes that Medeiros and Giroux illegally and secretly negotiated and signed a three-year contract for Edgcomb as Chief.

4. Medeiros signed warrants authorizing payments to own brother to do work for the District.

At the December 22, 2022 Prudential Committee meeting, Bouley and Coutu learned that Medeiros signed several vendor warrants approving payment of over \$6,000 to his brother. The prior Prudential Committee, including Medeiros, hired Medeiros's brother to set up and run the District website. See Exhibit E, Minutes of Meeting. Massachusetts General Law Chapter 268A Section 19 makes it a felony to, and prohibits, participating in a matter in which an immediate family member has a financial interest. This was discussed again at the January 9, 2023 Prudential Committee Meeting. See Exhibit E, Minutes of Meeting. The majority of the current Prudential Committee believes that Medeiros has utilized his elected position to illegally financially benefit his family.

Conclusion

Once again, the majority of the current Prudential Committee believes the above-described incidents demonstrate a disturbing pattern of illegal conduct and self-dealing, and respectfully requests that you commence an investigation at your earliest availability. Thank you for your prompt attention to this matter.

Sincerely,



Anthony C. Savastano

cc: Prudential Committee

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

ANTHONY C. SAVASTANO
ATTORNEY AT LAW, P.C.

The Joseph Arthur Beauvais House
404 County Street
New Bedford, MA 02740-4936
Tel. (508) 992-7000
Fax (508) 984-1492
E-mail: anthony@savastanolawfirm.com

Anthony C. Savastano, Esquire
Brian J. Cruise, Esquire

OF COUNSEL
Stephen R. Kravetz
(1995-2004)

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.

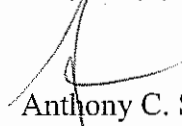
Pursuant to the statutory exemption set forth in section 20 (f) a firefighter could only be a member of the Prudential Committee if 1) the Chief makes and files with the Clerk of the District a written certification that no employee of the Department is available to perform the firefighter’s duties;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

Page 2
May 2, 2017

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

Dartmouth Fire District 2
Chief of the Department
Employment Agreement

THIS AGREEMENT made and entered into this 11th day of April 2022, by and between Dartmouth Fire District 2 (hereinafter referred to as the "District"), Town of Dartmouth, Commonwealth of Massachusetts, acting by and through its Prudential Committee, Ralph Medeiros and Bernard Giroux; and Gregory Edgcomb (hereinafter the "Employee" or "Fire Chief").

WHEREAS, the District is desirous of securing the services of the Employee as Fire Chief in the administration of Dartmouth Fire District 2;

WHEREAS, the District and the Employee voluntarily enter into this Agreement pursuant to the authority granted under G.L. c.41 sec. 108O;

WHEREAS, the Employee is willing to perform the duties of the position of Fire Chief according to the terms and conditions of this Agreement; and

NOW, THEREFORE, the District and the Fire Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this Agreement to which said Employee shall be entitled as Fire Chief.

DUTIES

The Fire Chief shall have charge of extinguishing fire in the district and the protection of life and property in case of fire. He shall be responsible for enforcement of all statutes, bylaws, regulations or codes applicable to the fire department. He shall purchase, subject to the approval of the Prudential Committee, and keep in repair all property and apparatus used for and by the fire department. He shall make all rules and regulations for its operation, and be responsible for the daily operation of the fire department. Pursuant to the district by-laws, the Fire Chief shall serve as the Appointing Authority for members of the fire department.

HOURS OF WORK

Due to the unique nature of the public safety management function, it is understood and agreed that in order to properly perform the job required, the Employee may have to expend additional time beyond the normal workday, and the Employee agrees to do same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or hour for hour additional compensation for said additional time.

It is recognized that the Fire Chief must devote a great deal of time outside of the normal business hours to the business of the district, and to that end, the Fire Chief shall be allowed to take leave from time to time as he shall deem appropriate during said normal business hours at such time which the Fire Chief reasonably determines will not adversely impact departmental operations.

SALARY

Subject to the terms and conditions of the Agreement, and while he is engaged as and performing the duties of the Fire Chief, the Employer agrees to pay the Employee for his services rendered pursuant hereto an annual salary as follows:

Effective July 1, 2022, the Employee's base annual salary shall be	\$115,000
Effective July 1, 2023, the Employee's base annual salary shall be	\$118,450
Effective July 1, 2024, the Employee's base annual salary shall be	\$122,000

The foregoing annual base salary shall include all EMT/paramedic stipends, education stipend longevity pays or other payments due by reason of statute or bylaw, unless specifically provided in this Agreement. If the Employee, through the course of his education and professional development, becomes eligible for special team assignments (i.e., State HAZMAT team, Tech Rescue team, etc.) then the Prudential Committee will allow said Employee to join such teams and receive additional financial compensation above and beyond his base salary; payable by the Commonwealth of Massachusetts.

The Employee recognizes and agrees that he will not be entitled to any salary increases or benefits afforded to other District employees, unless the Employer agrees to same by an amendment to this Agreement.

BENEFITS

Vacation: The Fire Chief shall be granted and entitled to twenty-five (25) days of vacation annually, beginning on July 1, 2022. Vacation days may be used singularly or consecutively, such days off being subject to the needs of the department. The Fire Chief shall notify the Prudential Committee if he intends to be on vacation or otherwise absent from his duties for three (3) or more consecutive days. Vacation days shall not be cumulative year to year; however, the Fire Chief shall be permitted to carry over up to five (5) vacation days in each succeeding year for use in that same succeeding year. The Employee shall be compensated for his then current balance of vacation leave upon separation from the district.

Holidays: The Fire Chief shall receive regular pay for all Federal Holidays and Commonwealth of Massachusetts holidays. If required in the course of his duties to work on one or more of these holidays, the Fire Chief shall be entitled to an equivalent day off with pay.

Sick Leave: The Fire Chief shall receive one and one-quarter (1 ¼) sick days per month starting on July 1, 2022 and will continue at this rate each year for the duration of this agreement. The district recognizes that the Fire Chief left his previous employment with a significant balance of accrued sick time and as a gesture of good faith will grant a starting sick bank of 60 days effective on July 1, 2022. Both regular and accrued sick leave shall only be applicable in cases of bona fide illness or non-work-related incident and shall not be payable if the absence is caused by overindulgence of alcohol or drugs, or by the Fire Chief's misconduct. Upon retirement or separation from the District, the Fire Chief shall be entitled to the following buy back schedule for accumulated sick leave days:

1-49 days shall be paid at 20% daily rate

50-99 days shall be paid at 30% daily rate

100-149 days shall be paid at 40% daily rate

Over 150 days shall be paid at 50% daily rate

Personal Leave: The Employee shall be entitled to three (3) personal leave says each calendar year. Any unused balance shall not be carried over into the following calendar year.

Clothing/Uniform Allowance: The Fire Chief shall receive \$1,000 per year for clothing and uniform expenses.

Vehicle: The District shall provide a vehicle for use by the Fire Chief. The district shall pay all attendant operating, maintenance and insurance expenses. The Fire Chief shall use of said vehicle at all times he remains employed by the district, and due to the 24-hour, 7 days per week nature of the position, shall be allowed to use the vehicle for all professional functions and for personal use.

PERFORMANCE EVALUATION

Within thirty (30) days of each annual anniversary date of this Agreement, the Prudential Committee shall review and evaluate the job performance of the Fire Chief upon mutually agreed upon criteria.

The Prudential Committee shall provide the Fire Chief with a written summary statement of the performance evaluation and shall provide an opportunity for the Fire Chief to discuss the contents thereof with him for the purpose of improving the overall effectiveness of his position.

PROFESSIONAL DEVELOPMENT

The district recognizes its obligation to the professional development of the Fire Chief and agrees that he shall be permitted adequate opportunities to develop his skills and abilities as a fire department administrator. As a condition of this Agreement, the Fire Chief agrees to use diligent efforts to apply for and, if accepted:

Attend FEMA's National Fire Academy Executive Development Program, Massachusetts Chief Fire Officer Program, or other similar executive management program approved in advance by the Prudential Committee, provided funding has been appropriated for such purposes.

The district agrees to pay professional dues and subscriptions and costs of seminars and other courses and programs approved by the district and reasonably related to the professional growth, development, education and training of the Fire Chief.

Support professional development in attending local, state and national courses, meetings and/or conferences and other recognized agencies that benefit the fire service and the district.

The Fire Chief shall be allowed to attend the International Association of Fire Chiefs' annual meeting, provided said meeting is within the continental United States or Canada, if approved in advance by the Prudential Committee and provided there are funds available for such purpose.

DURATION OF AGREEMENT

This Agreement shall be in effect for three (3) years from July 1, 2022 through June 30, 2025. Absent a duly executed writing extending or amending this Agreement, the wage and benefit terms of this Agreement shall remain in effect following the expiration of this Agreement, unless the Fire Chief resigns or is terminated pursuant to General Laws, c. 48 section 42.

In the event the Fire Chief intends to resign voluntarily or retire before the natural expiration of any term of employment, he shall give the district ninety (90) days written notice in advance by providing such notice to the Prudential Committee, unless the parties otherwise agree in writing.

This Agreement may be terminated within thirty (30) calendar days upon mutual agreement of the parties, unless otherwise terminated as provided by law.

It is agreed that the Fire Chief can be disciplined or discharged for just cause and in accordance with the provisions of General Laws, c. 48 section 42.

MODIFICATION

No change or modification of this agreement shall be valid unless it shall be in writing and signed by both parties.

LAW GOVERNING

This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

SEVERABILITY OF PROVISIONS

If any clause or provision of this Agreement shall be determined to be illegal by court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

MISCELLANEOUS

The Fire Chief shall submit to the Prudential Committee on or before the first of each month written notice of his taking of any allowed leave time for the previous month and shall, prior to any extended leave, submit to the Prudential Committee the name of a suitable replacement from the ranks of the fire department officers to the Prudential Committee in order for the Prudential Committee to appoint and Officer-in-Charge of the fire department for the period of such leave.

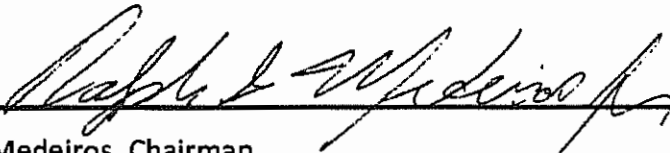
INDEMNIFICATION

The District hereby agrees that it shall indemnify the Fire Chief from personal financial loss and expenses, including legal fees, if any, as a result of any claims against him arising out of and relating to the performance of his duties and responsibilities as the Fire Chief in accordance with the provisions of Massachusetts Law. This indemnification shall extend to claims that are made after the Fire Chief is no longer employed by the district, as long as the claims arise out of or relate to the performance of his duties and responsibilities as the Fire Chief in accordance with the provisions of Massachusetts Law.

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

Dartmouth Fire District 2

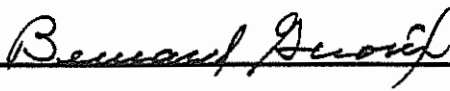
Prudential Committee



Ralph Medeiros, Chairman

4-11-22

Date

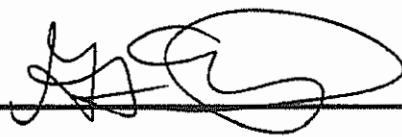


Bernard Giroux, Member

4/11/22

Date

Employee/Fire Chief



Gregory Edgcomb

4.11.22

Date

Exhibit C

**Dartmouth Fire District 2
Prudential Committee Meeting Minutes**

5/24/2022

Prudential committee present: Bob Bouley, Ralph Medeiros, Bill Coutu

The chairman, Ralph Medeiros, called the meeting to order at 5:32 pm
Discussion on chief contract: Prior to going into executive session to discuss strategy, Ralph surprised everyone by stating that Greg Edgcomb already had a 3 year contract despite his statements to the contrary to at the Annual Meeting. He stated that the prior Prudential Committee signed it in April. Attorney Savastano reviewed the contract and stated that it was dated 2 weeks prior to the election. He stated that there is caselaw which prohibits binding a future board. In this case, there was an open seat and Giroux had an opponent so it was possible that a majority of the committee would not be re-elected. Attorney Savastano looked up the agenda for that April meeting and saw that there was nothing posted regarding a contract for the Fire Chief. He stated that, if the contract was discussed or signed at that meeting, then it was an Open Meeting Law violation, and this was another reason why the contract was not legal or enforceable. There was discussion that, when discussing hiring a Chief at the May 9th Prudential Committee meeting, Ralph never told the Committee about this contract, and at the May 9th Annual Meeting, he repeatedly told the Annual Meeting that there was no signed contract. Ralph had no answer. Ralph was questioned as to whether he and Bernie signed this contract after the election and backdated it.

At 6:10 pm a motion was made to go into executive session.

Roll call vote, Bob yes, Bill yes, Ralph yes

At 7:15 the open meeting resumed. Discussion on research for optional candidates for chief. Discussion on the validity of the contract and options available.

At 7:51 a motion to adjourn was made and seconded. passed 3-0

Exhibit D

DARTMOUTH FIRE DISTRICT TWO

6/6/2022

PRUDENTIAL COMMITTEE PRESENT

Bob Bouley, Bill Coutu, Ralph medeiros

The chairman called the meeting to order at 7pm at fire district 2.
present: residents of the fire district

the board met with sam manley to consult with him for strategic planning for the new fire chief..
discussed fire chief job description

acting chief stated that the previous administration had absolutely zero record keeping, awful records on everything and the software was more than 12 years old, and he had to completely build a database from the ground up as there was nothing at all. He also stated the former chief would never let them see reports. One truck had non functioning brakes and none of the pumps had been certified in 20 years and a lot of the things that are required to be done weren't getting done

Ralph stated his reasons for signing off on the warrant was that a mass mailout was done so that all the voters would be notified of the upcoming warrant and that it wouldn't simply get passed because only 15 people showed up.

Reviewed acting chiefs contract. Anthony Savastano stated the contract is not valid. Discussion then turned to finding a chief and extending the current chief till september 1. the board voted unanimously to extend the acting chiefs contract thru september 1,

the board voted to redo the vote for chairman and clerk. The vote was unanimous for Bob Bouley to be chairman and Bill Coutu to be clerk

the meeting adjourned at 8:25pm

Exhibit E

DARTMOUTH FIRE DISTRICT 2

PRUDENTIAL COMMITTEE MEETING

12/22/2022

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

Also Present: District Counsel Attorney Anthony Savastano

At 2:09 the chairman called te meeting to order

District website and facebook page and their operations:

Discussion on website. Ralph Medeiros stated that his Mark was hired by the District to set up the website.

Discussion ensued about posts to facebook, and who controls the content. Greg Edgcomb stated that he is an Administrator and assigned administrator duties also to Carolyn Abrantes who admitted to posting the vote of no confidence. Acting Chief Wayne Thomas agreed that as acitng Chief he is also responsible for the content. There was a discussion about what is appropriate to post on a fire department site.

Fire Chief,review applications and interview of candidates:

Discussion on candidate Scott Brooks no longer a candidate,and false reporting by Dartmouth Weekly.

An interview of Erick Turcotte was conducted. After a discussion with the candidate, a motion was made to offer Mr Turcotte the chief position. Motion was seconed and passed 2-1.

Review of Minutes: Disscusion about the November 16 minutes. Motion was made and seconed to accept the minutes. Motion passed 3-0.

A Motion was made and seconded to go into Executive Session pursuant to M.G.L. Ch. 30A. Sec. 21,

a. to conduct strategy sessions in preparation for negotiations with nonunion personnel and to conduct contract negotiations with nonunion personnel;

b. To review executive session minutes;

c. To address Open Meeting Law Complaint dated December 16, 2022, filed by Gregory Edgcomb. M.G.L. Ch. 30A. Sec. 21 (a) 1; and

d. To investigate charges of criminal misconduct or to consider the filing of criminal complaints. M.G.L. Ch. 30A. Sec. 21 (a) 5.

A roll call vote was taken as follows: Bob Bouley , yes Bill Coutu,yes Ralph Medeiros,yes

The chairman called the open meeting back to order at 4:27

Motion made and seconded to ratify the contract with Erick Turcotte in open session.

Motion passed 3-0.

Adjourn

A motion was made and seconded to adjourn. Motion passed 3-0.

Exhibit F

DARTMOUTH FIRE DISTRICT 2

PRUDENTIAL COMMITTEE MEETING

1/9/23

Prudential committee Present: Bob Bouley, Bill Coutu

Present: Members of the fire district

At 4:09pm the chairman called te meeting to order

Approval of minutes for 12/8, 12/14 & 12/22/22: motion to approve , passed 2-0

Chiefs report and building and equipment maitenance: discussion on the chiefs report, building and equipment maintenance. Discussion on airboat repairs, boat was supposed to go to denmar for repairs but has not yet. Discussion on qualifications for driveing the boat. Chief is also going to look into that.

Motion to accept the chiefs report, passed 2-0

Loaction of prior years minutes: Discussion on minutes present and prior years

Ralph is now present

Stipends, firefighter pay and deputy chief pay: Discussion on stipends and pay, chief agreed to come back next month with info to justify the present stipends for deputy and inspector,

Fire chief goals and objectives: Discussion on goals and objectives

District website and facebook page: Discussion on district policy on use of website and facebook page. Discussion on Ralph signing off on family receiving payments from the district. Ralph admitted to signing warrants in which his brother was paid to set up and manage the website. He stated that Greg Edgecomb was assigned the task of hiring his brother . Ralph stated that agreeing to pay his brother was no big deal

Address open meeting law complaint: Motion to have Anthony respond to the complaint. Motion passed 3-0

5:00 pm

Roll call vote to go into executive session: A motion was made and seconded to go into executive session pusuant to M.G.L. ch.30 sec.21

a: to address open meeting law complaint dated December 22, 2022, filed by Gregory Edgecomb.m.g.l. ch 30a. Sec 21(a)5.

B: To investigate charges of criminal misconduct or to consider the filing of criminal complaints. m.g.l. ch30a. Sec 21(a)5.

A roll call vote was taken: Bill yes, Ralph yes, Bob, yes

5:20pm

Return to open meeting: Ralph immediately openly discussed everything that was discussed during executive session with people in attendance.

Vendor, payroll and treasurers report: discussion on vendor ,treasurer and payroll report
motion made to accept , passed 3-0

fy 2024 budget discussion: Discussion on budget , to be continued at next meeting.

Adjourn: Motion to adjourn: passed 3-0