



**Central Coventry Fire District  
Special Board of Directors Meeting**

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**\*\*\* NOTE: THIS MEETING WILL ONLY BE CONVENED VIA ZOOM \*\*\***

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February 1, 2022, at 6:30 PM

**Commissioners**

Cynthia Fagan-Perry-President,  
Carl Mattson, Vice-President, Richard Polselli,  
James Kuipers, Kristen Benoit, Russell McGillivray, Debra Santilli

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**Agenda**

***PURSUANT TO GOVERNOR'S EXECUTIVE ORDER 2022-01, ISSUED JANUARY 6, 2022 AND EFFECTIVE THROUGH FEBRUARY 4, 2022, UNLESS RENEWED, MODIFIED OR TERMINATED, THE BOARD OF DIRECTORS IS REQUIRED TO MAKE PROVISIONS TO ENSURE PUBLIC ACCESS THROUGH ADEQUATE, ALTERNATIVE MEANS, INCLUDING TO ALLOW PARTICIPATION BY MEMBERS OF THE PUBLIC BODY BY SUCH MEANS***

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Zoom Link: <https://us02web.zoom.us/j/88574120258?pwd=ZGpFT0Z2WUIXOVNadktpa3RCN093dz09>

Call to Order	Cynthia Fagan-Perry, President
Pledge of Allegiance	Cynthia Fagan-Perry, President
Safety Instructions	Cynthia Fagan-Perry, President
Roll Call – Quorum Determination	Daniel Kaplan, District Clerk

**APPROVAL OF MEETING MINUTES**

1. Minutes from: January 20, 2022 (Discussion/Action/Vote).

**NEW BUSINESS:**

1. Acceptance of the resignation of Board Member James Kuipers, with thanks and recognition for service. (Discussion/Action/Vote).
2. Appointment of Dorothy Berube, pursuant to Section 6 (f) of the CCFD Charter, to fill the vacated Board seat of James Kuipers until a Special Election can be called. (Discussion/Action/Vote)

3. Ratification of March 7, 2022, as the date for a Special Election, pursuant to Section 6 (g) of the CCFD Charter, to fill the unexpired term of the vacated Board seat previously held by James Kuipers. (Discussion/Action/Vote).

**NOTE: March 7, 2022 was previously Resolved by the Board as the date for a Special District Meeting to consider a supplemental tax increase and any other lawful business that may be presented to the voters.**

4. Ratification of the Memorandum of Understanding ("MOU") between the Coventry Professional Fire Fighters, Local 3372, IAFF and the Central Coventry Fire District to resolve the Arbitration matter, AAA Case No.: 01-21-0016-3415, and related matter of coverage by the District of an injured-on-duty claim by Matthew Medeiros dating to September 2020.

## **PUBLIC COMMENTS:**

**NEXT SCHEDULED MEETING:** Thursday, February 17, 2022 at 6:30 PM  
**Location to be determined.**  
**Meeting may be Zoom-only, subject to COVID-19 considerations and Executive Orders.**

## **ADJOURNMENT**

Cynthia Fagan-Perry, President

Join Zoom Meeting

<https://us02web.zoom.us/j/88574120258?pwd=ZGpFT0Z2WUIXOVNadktpa3RCN093dz09>

Meeting ID: 885 7412 0258

Passcode: 412997

One tap mobile

+13126266799,,88574120258#,,,,\*412997# US (Chicago)

+19292056099,,88574120258#,,,,\*412997# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 885 7412 0258

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**CENTRAL COVENTRY FIRE DISTRICT**  
**Special Meeting of the Board of Directors**  
**February 01, 2022 @ 6:32 PM**

**PURSUANT TO GOVERNOR'S EXECUTIVE ORDER 2022-01, ISSUED JANUARY 6, 2022,  
AND EFFECTIVE THROUGH FEBRUARY 4, 2022, UNLESS RENEWED, MODIFIED OR  
TERMINATED, THE BOARD OF DIRECTORS IS REQUIRED TO MAKE PROVISIONS TO  
ENSURE PUBLIC ACCESS THROUGH ADEQUATE, ALTERNATIVE MEANS, INCLUDING  
TO ALLOW PARTICIPATION BY MEMBERS OF THE PUBLIC BODY BY SUCH MEANS**

The meeting was called to order by President Fagan-Perry at 6:32 PM. A quorum was present consisting of: President Cindy Fagan-Perry, Vice President Carl Mattson, Directors Richard Polselli, and Debra Santilli. Legal Counsel David D'Agostino, Esq., of Gorham & Gorham, Inc., Chief Brown, District Treasurer Corrigan, and District Clerk Kaplan were present. Directors Kristen Benoit and Russell McGillivray were excused. President Fagan-Perry led the Pledge of Allegiance. District Clerk Kaplan took a roll call.

A motion to approve the meeting minutes from January 20, 2022, was made by Vice President Mattson, seconded by Director Polselli, and unanimously approved.

New Business:

1. A motion to accept the resignation of Board Member James Kuipers, with thanks and recognition for service was made by Director Polselli, seconded by Director Santilli and unanimously approved.
2. A motion to appoint Dorothy Berube, pursuant to Section 6 (f) of the CCFD Charter, to fill the vacated Board seat of James Kuipers until a Special Election can be called was made by Vice President Mattson, seconded by Director Santilli and unanimously approved.
3. A motion for the ratification of March 7, 2022, as the date for a Special Election, pursuant to Section 6 (g) of the CCFD Charter, to fill the unexpired term of the vacated Board seat previously held by James Kuipers was made by Director Santilli, seconded by Vice President Mattson and unanimously approved.
4. A motion for the ratification of the Memorandum of Understanding ("MOU") between the Coventry Professional Fire Fighters, Local 3372, IAFF and the Central Coventry Fire District to resolve the Arbitration matter, AAA Case No.: 01-21-0016-3415 was made by Director Polselli, seconded by Vice President Mattson, and unanimously approved.

**PUBLIC COMMENTS:**

There were no public comments.

A motion to adjourn was made by Vice President Mattson, seconded by Director Santilli, and unanimously approved. The meeting was adjourned at 6:44 PM.

Respectfully submitted,  
Daniel Kaplan,  
District Clerk

## Memorandum of Understanding

**Coventry Professional Fire Fighters, Local No. 3372,  
International Association of Fire Fighters, AFL-CIO.  
-and-  
The Central Coventry Fire District**

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The Memorandum of Understanding (“Agreement”) is herein agreed to between the Central Coventry Professional Fire Fighters, Local No. 3372, International Association of Fire Fighters, AFL-CIO (“Local”), and the Central Coventry Fire District (“District”), with both the Local and District collectively referred to as the “parties”.

WHEREAS, the parties have entered in a Collective Bargaining Agreement (“CBA”) dated September 1, 2021 to August 31, 2022; and

WHEREAS, the Local has filed a grievance against the District on behalf of FF Matthew Medeiros, alleging a violation of Article 5, Section 1. Said grievance has been filed with the American Arbitration Association (“AAA”) and is assigned AAA Case No. 01-21-0016-3415 and is pending arbitration; and

WHEREAS, the parties are desirous to settle the above-cited arbitration; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally and equitably bound hereby, the District and the Local agree as follows:

1. Providing the CCFD’s third-party insurer (currently, Provident), does not cover the insurer-disputed cervical injury claims, the District shall be responsible to reimburse FF Matthew Medeiros (“FF Medeiros”) for all of his out-of-pocket medical expenses associated with his cervical injuries, arising out of the September 2, 2020 work-related injury<sup>1</sup>;
2. The parties further agree that any medical expenses not paid by the CCFD’s third-party insurance company (Provident), will first be processed through FF Medeiros’s employee sponsored health insurance plan, or, in the event FF Medeiros retires or separates employment, any other health insurance plan that inures to FF Medeiros’ benefit;
3. The CCFD further agrees that FF Medeiros shall be reimbursed for all of his out-of-pocket medical expenses as well as, any applicable deductions from his health plan deductible, within fifteen (15) days after he provides notice and receipts to the District Clerk and/or Administrator;

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<sup>1</sup> The intention of the parties and of this Agreement is to ensure that FF Medeiros’ work-related injury, which occurred on September 2, 2020, is treated by the employer (i.e., the CCFD), and processed pursuant to R.I. Gen. Laws § 45-19-1.

4. For purposes of this Agreement, "the District's third-party insurer" includes the CCFD's current insurer, Provident, and any other insurer retained by the CCFD to process and/or pay work-related medical claims and expenses;
5. The parties agree that upon execution of this Agreement, the Local shall withdraw the above-cited arbitration case;
6. The parties agree that this Agreement shall not be considered a past practice of the parties or in any way precedent setting and shall not be used by the parties in any legal venue including arbitration, except for the enforcement of the terms of this Agreement; and,
7. The parties agree that this Agreement shall be subject to the grievance and arbitration provisions of the CBA for the enforcement of this said Agreement. FF Medeiros and/or the Union may enforce this agreement through arbitration even if Medeiros is no longer an employee of the CCFD.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representatives who have actual authority to bind and enter into the various obligations set forth herein.

FOR THE LOCAL

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 Kevin McCann, President  
 Central Coventry Professional  
 Fire Fighters, Local 3372,  
 IAFF, AFL-CIO

\_\_\_\_\_  
 Matthew Medeiros, Grievant

FOR THE DISTRICT

*Cindy Fagan-Perry*  
 \_\_\_\_\_  
 Cindy Fagan-Perry, President District Board  
 Central Coventry Fire District

*[Signature]*  
 \_\_\_\_\_  
 Witness

Date \_\_\_\_\_