



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

This meeting will be convened pursuant to Governor's Executive Order 20-05 (including orders continuing and amending said requirements.) The Meeting shall be Convened Telephonically and Using Zoom Video Conference Technology to Allow Timely and Effective Public Access to Deliberations of the Board.

[All Participation will be remote until further notice.]

Thursday, May 20, 2021 at 6:30 PM

Commissioners

Fred Gralinski-President/Chairman, Cynthia Fagan-Perry-Vice President, Richard Polselli, Carl Mattson, James Kuipers, Kristen Benoit, Russell McGillivray

Agenda

The public may watch the meeting via Zoom at:

<https://us02web.zoom.us/j/89278837391?pwd=QWdJMkd1VWRpRkRSYnE3eXJkZ29XQT09>

Call to Order	Fred Gralinski, President
Pledge of Allegiance	Fred Gralinski, President
Roll Call – Quorum Determination	Fred Gralinski, President

APPROVAL OF MEETING MINUTES

1. Minutes from: April 15,2021 (Discussion/Action/Vote)

DISTRICT REPORTS:

1. Fire Chief's Report. (Discussion/Action/Vote).
2. Review of Monthly Financial Report. (Discussion/Action/Vote).
3. District Clerk's Report (including Tax Collection). (Discussion/Action/Vote).

NEW BUSINESS (Any New Business Item May be Voted, or may be for Discussion Only):

1. Ratification of Settlement Agreement with Kevin Schnell.
(Discussion/Action/Vote)

2. Ratification of Fire Chief Services Agreement between CCFD and Hopkins Hill Fire District ("HHFD") for Chief Brown's services, for the period 2021-2023. (Discussion/Action/Vote)
3. Resolution in support of H6156, proposed by Representatives Morgan and Nardone. (Discussion/Action/Vote)
4. Resolution to Accept and Apply Legislative Grant towards The Oaks streetlight purchase. (Discussion/Action/Vote)
5. Resolution to ratify contract between CCFD and PRISM for the change-over to LED streetlights within the CCFD. Also include update on National Grid litigation, NGrid v. CFD, et als., KC-2017-0150. (Discussion/Action/Vote)
6. Negotiation update, FY 2020-2021 and 2021-2022 with President's message. (Discussion Only)

PUBLIC COMMENT:

NEXT SCHEDULED MEETING – June 17, 2021 at 6:30 PM (via Zoom)

ADJOURNMENT

Fred Gralinski, President

Join Zoom Meeting

<https://us02web.zoom.us/j/89278837391?pwd=QWdJMkd1VWRpRkRSYnE3eXJkK29XQT09>

Meeting ID: 892 7883 7391

Passcode: 708268

Dial by your location

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CENTRAL COVENTRY FIRE DISTRICT
Regular Meeting of the Board of Directors
April 15, 2021 @ 6:30 PM
Telephonically and using Zoom Video Conferencing Technology

The meeting was called to order by President Gralinski at 6:30 PM. A quorum was present consisting of: President Fred Gralinski, Vice President Cindy Fagan-Perry, Directors Carl Mattson, Richard Polselli, James Kuipers, Kristen Benoit, and Russell McGillivray. District Manager Corrigan, Chief Brown, Legal Counsel David Dagostino, Esq., of Gorham & Gorham, Inc. and District Administrator Daniel Kaplan were present. President Gralinski led the Pledge of Allegiance and roll call.

A motion to approve the meeting minutes from March 25, 2021 was made by Vice President Fagan-Perry, seconded by Director Mattson, and unanimously approved.

The Chief's Report was read into the record by Chief Brown. There are currently two fire fighters on disability and five recruits at the Fire Academy. A motion to approve the report was made by Director Kuipers, seconded by Vice President Fagan-Perry, and unanimously approved.

The Financial Reports were read by President Gralinski. A motion to approve the reports was made by Vice President Fagan-Perry, seconded by Director Mattson and unanimously approved.

The District Administrators report was read by Mr. Kaplan. A motion to approve the report was made by Director McGillivray, seconded by Vice President Fagan-Perry, and unanimously approved.

Under New Business:

A motion to approve the Oaks Homeowner's Association ("HOA") request to install streetlights, cost of lights to be paid by the HOA, energy costs to be paid by District going forward for these eight (8) lights was made by Vice President Fagan-Perry, seconded by Director McGillivray and unanimously approved.

President Gralinski commented on the history of collective bargaining between the Union and the Board of Directors from before the Central Coventry Fire District was in bankruptcy to the present,

Under Public Comments:

Union President McCann said the Union was waiting for a reply from the RI DOL concerning the forty-two (42) hour work week before responding to the offer made by the Central Coventry Fire District Board of Directors.

A motion to adjourn was made by Director Mattson, seconded by Vice President Fagan-Perry, and unanimously approved. The meeting was adjourned at 6:50 P.M.

Respectfully submitted,
Daniel Kaplan,
District Administrator



CENTRAL COVENTRY

FIRE DISTRICT

Chief Frank Brown
240 Arnold Rd
Coventry, RI 02816
(401) 825-7800

FIRE – RESCUE – EMS – FIRE PREVENTION

OFFICE of the CHIEF of DEPARTMENT

May 20, 2021

Summary of Operation activities:

PERSONNEL

Currently we have 26 members on staff and 2 members out on injury. 3 new Probationary Firefighters are currently at the Rhode Island Municipal Fire Academy Classes 015 Graduation is set for June 25th.

TOTAL PERSONNEL – 31

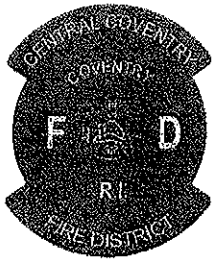
EMERGENCY INCIDENTS

* Incidents from January 1, 2021 thru April 30, 2021 were 1481 for a call volume of 13 calls per day. (see attached summary)

*On May 2nd a certain tragedy was averted. It started out as a routine request for medical aid (walk-in) at Station 7. Engine 7 was in quarters but Rescue 7 was out on a previous call. The person was reporting that is wife was having difficulty breathing possible from some type of reaction. Within minutes the patient went from being alert and talking to totally unresponsive. Engine 7 personnel recognized the patient was in Anaphylactic Shock and administer Epinephrine. Patient response to this was positive. If Engine 7 wasn't licensed by the RI Department of Health to carry certain medication the outcome would have much different. I commend Lt Peter Gingerella and Firefighter Derek Foster for their quick action which no doubt saved a life on this day!

APPARATUS

*All apparatus is up and running properly at this time with the exception of Engine 7. Engine 7 was towed to NEFEA in CT for repairs on the PTO for the generator that failed.



CENTRAL COVENTRY

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FIRE – RESCUE – EMS – FIRE PREVENTION

OFFICE of the CHIEF of DEPARTMENT

EQUIPMENT

*All portable equipment is up and running properly at this time.

FIRE MARSHAL'S OFFICE

*As of May 3rd Lt Kevin McCann has been administratively moved to the Fire Marshal's Office till further notice due to backlog of work.

* The Fire Marshals work items consist of Smoke Detector Inspections, Plan Reviews, Fire Alarm Reviews, Fire Investigations and follow-up inspections on issued violations several large scale housing developments, 60 Town license and 3 school inspections.

TRAINING

*All shifts will be working with the new personnel to complete their skill sheets prior to going on their assigned shifts.

Computer Aided Dispatch (CAD)

CAD has been up and running for 2 months now. The Town has already seen the benefits that include faster response times, detailed reporting, accurate incident reporting and one Fire District has improved their ISO rating.

COVID 19 VACCINATION

Our personnel continue to participate in administering the Covid 19 vaccine at Points of Distribution (PODs) as requested by the Coventry Emergency Management Agency.



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FIRE – RESCUE – EMS – FIRE PREVENTION

OFFICE of the CHIEF of DEPARTMENT

DONATION

The 100 Club of Rhode Island made a \$5,000.00 donation to the Fire District. These funds will be used to offset the costs associated with the purchase of a 12'4" inflatable boat and trailer that will support responses to inland water emergencies.

In closing I would like to thank the Officers and Firefighters for all their efforts!

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank M. Brown".

Frank M. Brown
Chief

CENTRALCOVENTRY

Incident Type Report (Summary)

Alarm Date Between {01/01/2021} And {04/30/2021}
and FDID = "00610"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	212	14.31%	\$0	0.00%
	<u>212</u>	<u>14.31%</u>	<u>\$0</u>	<u>0.00%</u>
1 Fire				
100 Fire, Other	1	0.06%	\$0	0.00%
111 Building fire	10	0.67%	\$20,000	40.00%
113 Cooking fire, confined to container	3	0.20%	\$0	0.00%
114 Chimney or flue fire, confined to chimney	5	0.33%	\$0	0.00%
116 Fuel burner/boiler malfunction, fire	2	0.13%	\$0	0.00%
131 Passenger vehicle fire	2	0.13%	\$30,000	60.00%
141 Forest, woods or wildland fire	1	0.06%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	9	0.60%	\$0	0.00%
151 Outside rubbish, trash or waste fire	2	0.13%	\$0	0.00%
154 Dumpster or other outside trash receptacle	1	0.06%	\$0	0.00%
160 Special outside fire, Other	1	0.06%	\$0	0.00%
161 Outside storage fire	1	0.06%	\$0	0.00%
	<u>38</u>	<u>2.56%</u>	<u>\$50,000</u>	<u>100.00%</u>
2 Overpressure Rupture, Explosion, Overheat(no fire)				
211 Overpressure rupture of steam pipe or	1	0.06%	\$0	0.00%
222 Overpressure rupture of boiler from air or	1	0.06%	\$0	0.00%
	<u>2</u>	<u>0.13%</u>	<u>\$0</u>	<u>0.00%</u>
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	139	9.38%	\$0	0.00%
311 Medical assist, assist EMS crew	191	12.89%	\$0	0.00%
320 Emergency medical service, other	2	0.13%	\$0	0.00%
321 EMS call, excluding vehicle accident with	594	40.10%	\$0	0.00%
322 Motor vehicle accident with injuries	17	1.14%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	18	1.21%	\$0	0.00%
381 Rescue or EMS standby	1	0.06%	\$0	0.00%
	<u>962</u>	<u>64.95%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	2	0.13%	\$0	0.00%
412 Gas leak (natural gas or LPG)	4	0.27%	\$0	0.00%

CENTRALCOVENTRY

Incident Type Report (Summary)

Alarm Date Between {01/01/2021} And {04/30/2021}
and FDID = "00610"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
4 Hazardous Condition (No Fire)				
424 Carbon monoxide incident	6	0.40%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	5	0.33%	\$0	0.00%
441 Heat from short circuit (wiring),	1	0.06%	\$0	0.00%
442 Overheated motor	1	0.06%	\$0	0.00%
444 Power line down	3	0.20%	\$0	0.00%
445 Arcing, shorted electrical equipment	3	0.20%	\$0	0.00%
451 Biological hazard, confirmed or suspected	14	0.94%	\$0	0.00%
460 Accident, potential accident, Other	7	0.47%	\$0	0.00%
471 Explosive, bomb removal (for bomb scare,	1	0.06%	\$0	0.00%
	47	3.17%	\$0	0.00%
5 Service Call				
500 Service Call, other	7	0.47%	\$0	0.00%
511 Lock-out	2	0.13%	\$0	0.00%
520 Water problem, Other	1	0.06%	\$0	0.00%
521 Water evacuation	1	0.06%	\$0	0.00%
522 Water or steam leak	4	0.27%	\$0	0.00%
531 Smoke or odor removal	4	0.27%	\$0	0.00%
550 Public service assistance, Other	2	0.13%	\$0	0.00%
552 Police matter	4	0.27%	\$0	0.00%
553 Public service	9	0.60%	\$0	0.00%
554 Assist invalid	13	0.87%	\$0	0.00%
561 Unauthorized burning	4	0.27%	\$0	0.00%
571 Cover assignment, standby, moveup	3	0.20%	\$0	0.00%
	54	3.64%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	9	0.60%	\$0	0.00%
611 Dispatched & cancelled en route	58	3.91%	\$0	0.00%
621 Wrong location	2	0.13%	\$0	0.00%
622 No Incident found on arrival at dispatch	6	0.40%	\$0	0.00%
631 Authorized controlled burning	1	0.06%	\$0	0.00%
641 Vicinity alarm (incident in other location)	1	0.06%	\$0	0.00%
650 Steam, Other gas mistaken for smoke, Other	1	0.06%	\$0	0.00%
651 Smoke scare, odor of smoke	3	0.20%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be	1	0.06%	\$0	0.00%
671 HazMat release investigation w/no HazMat	4	0.27%	\$0	0.00%

CENTRALCOVENTRY

Incident Type Report (Summary)

Alarm Date Between {01/01/2021} And {04/30/2021}
and FDID = "00610"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call	86	5.80%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	4	0.27%	\$0	0.00%
730 System malfunction, Other	5	0.33%	\$0	0.00%
733 Smoke detector activation due to	8	0.54%	\$0	0.00%
734 Heat detector activation due to malfunction	2	0.13%	\$0	0.00%
735 Alarm system sounded due to malfunction	7	0.47%	\$0	0.00%
736 CO detector activation due to malfunction	4	0.27%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.06%	\$0	0.00%
743 Smoke detector activation, no fire -	24	1.62%	\$0	0.00%
744 Detector activation, no fire -	8	0.54%	\$0	0.00%
745 Alarm system activation, no fire -	15	1.01%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	2	0.13%	\$0	0.00%
	80	5.40%	\$0	0.00%

Total Incident Count: 1481

Total Est Loss:

\$50,000

CENTRAL COVENTRY FIRE DISTRICT FY 2021

April	FY 21 (Approved)	April 2021 YTD	Remaining	% YTD	
				67%	
39000 Tax Revenue					
39100 Tax Levy - Current Year	4,105,348	2,918,797	1,186,551	71%	Received
39201 Tax Levy - Prior Years	175,000	239,393	(64,393)	137%	
Total 39000 Tax Revenue	4,280,348	3,158,190	1,122,158	74%	
39500 Department Revenue					
39600 Rescue Run Recovery	575,000	371,508	203,492	65%	
39700 Fire Marshal Services	25,000	8,053	16,947	32%	
39800 Detail Reimbursement	2,500	1,320	1,180	53%	Special f
Total 39500 Department Revenue	602,500	380,881	221,619	63%	
39900 Other Revenue					
39930 Interest & Penalties on Taxes	100,000	65,689	34,311	66%	
39935 Bank Interest Income	17,500	5,819	11,681	33%	
39940 Misc Revenue	1,000	12	988	1%	
39990 Transfers from Unrestricted Cumulative Surplus	234,532	-	234,532	0%	
Total 39900 Other Revenue	353,032	71,520	281,512	20%	
TOTAL DISTRICT REVENUE	\$ 5,235,880	\$ 3,610,591	\$ 1,625,289	69%	
40000 Administrative					
40100 Audit/CPA Services	15,000	15,000	-	100%	
40200 Board Meetings	3,500	5,503	(2,003)	157%	
40210 Board Member Stipends	14,000	4,667	9,333	33%	
40220 Finance Director/Treasurer	108,000	72,000	36,000	67%	
40230 Administrative Insurance and HR	550	268	282	49%	
40300 Tax Collecting Expense	15,000	9,999	5,001	67%	
40400 Legal - General	55,000	28,365	26,635	52%	
40450 Legal - Labor Negotiations	35,000	11,972	23,028	34%	
40475 Professional	15,000	11,250	3,750	75%	Prism pa
40500 Office/Miscellaneous	500	485	15	97%	
40510 Bank Fees	150	315	(165)	210%	
40600 Dues and Subscriptions	1,000	265	735	27%	
40700 Accounting and Payroll Costs	3,250	1,914	1,336	59%	
40800 Administrative Service Contracts	8,000	6,615	1,385	83%	
40850 Software and Hardware	10,000	18,191	(8,191)	182%	
Total 40000 Administrative	283,950	186,809	97,141	66%	

April	FY21 (Approved)	April 2021 YTD	Remaining	% YTD	
50000 Operations					
50200 Rescue Recovery Fees	22,000	12,534	9,466	57%	
50250 Fuel	43,000	26,473	16,527	62%	
50300 Insurance - General Liability and Property	43,600	29,794	13,806	68%	
50720 Repairs and Maintenance - Station	20,000	22,246	(2,246)	111%	
50730 Repairs and Maintenance - Vehicles and Apparatus	80,000	56,223	23,777	70%	
50810 Supplies - Fire and Gear	27,500	21,589	5,911	79%	
50830 Supplies - Rescue	40,000	13,993	26,007	35%	
50840 Supplies - Station	11,000	5,912	5,088	54%	
50845 Telecommunication System	2,500	2,500	-	100%	Annual f
50850 Telecommunications	12,000	9,686	2,314	81%	
50920 Electric - Stations	5,250	10,044	(4,794)	191%	Underbu
50930 Gas - Stations	7,500	5,931	1,569	79%	
50940 Oil - Stations	6,500	5,715	785	88%	
50960 Water - Stations	600	284	316	47%	
Total 50000 Operations	321,450	222,924	98,526	69%	
60000 Personnel Costs-Union					
60105 Salaries	1,934,919	1,238,462	696,457	64%	
60110 Collateral (Fire Marshal)	36,000	22,808	13,192	63%	
60120 Overtime	425,000	248,580	176,420	58%	
60130 Holiday	89,091	61,426	27,665	69%	
60150 Detail	2,500	6,884	(4,384)	275%	Special f
60170 Out of Rank	4,500	2,987	1,513	66%	
60180 Clothing Allowance	21,700	9,100	12,600	42%	
60190 Health Opt-out	18,000	-	18,000	0%	
60200 Payroll Tax	197,947	132,613	65,334	67%	
60210 Municipal State Pension	680,599	439,153	241,446	65%	
61000 Medical Insurance - Union	330,361	221,070	109,291	67%	
61100 HRA Medical Costs	10,000	4,789	5,211	48%	
61200 Dental Insurance - Union	29,588	18,367	11,221	62%	
61300 HR/SA Account Fees	1,500	940	560	63%	
61400 Life Insurance	5,208	5,208	-	100%	
61500 PEHP	36,723	-	36,723	0%	
62000 Injured On Duty Insurance	123,634	82,601	41,033	67%	quarterly
63000 Training/Academy	14,000	26,850	(12,850)	192%	
63100 Promotional Exams	1,750	-	1,750	0%	
63200 Recruitment	1,500	5,151	(3,651)	343%	
Total 60000 Personnel Costs-Union	3,964,519	2,526,989	1,437,530	64%	

April	FY21 (Approved)	April 2021 YTD	Remaining	% YTD
70000 Personnel Costs - Administrative				
70100 Administrative Salaries/Compensation	166,702	112,364	54,338	67%
70200 Administrative Payroll Taxes	3,152	2,052	1,100	65%
Total 70000 Personnel Costs - Administrative	169,854	114,416	55,438	67%
80000 Retirees/Separation Costs				
80100 Medical Insurance - Retiree	87,498	53,436	34,062	61%
80200 Dental Insurance - Retiree	6,685	3,848	2,837	58%
80700 Separation Payouts	55,836	9,031	46,805	16%
Total 80000 Retirees/Separation Costs	150,019	66,315	83,704	44%
90000 Other Expenditures				
90100 Hydrants	243,823	181,825	61,998	75% Quarterly
90200 Street Lights	102,265	68,177	34,088	67% Escrow
91000 Capital Purchases	-	-	-	0%
92000 Lease/Interest Payment	-	-	-	0%
95000 Claim Payments/Other	-	-	-	0%
Total 90000 Other Expenditures	346,088	250,002	96,086	72%
	\$ 5,235,880	\$ 3,367,455	\$ 1,868,425	64%
SURPLUS/(DEFICIT)	\$ 0	\$ 243,136		
Adjustment Timing Tax Collection (67%)		<u>\$ (181,898)</u>		
Adjusted Surplus/(Deficit)		61,238		

FY2021 Central Coventry Fire District Capital Fund

April, 2021

Revenue

Initial funding	10,000
Sale of Rescue	5,000
Transfer approved by Board	75,000
Sale of Station 2	363,000
Interest	6,067
Transfer from Rescue Run	200,000
Federal Funds	15,166
General Fund Transfer	53,066
OJI insurance refund	49,099
Sale of rescue	3,600
Grant for Pontoon Boat	2,000
Refund of deposit	<u>(5,000)</u>
Total Revenue 04/30/2021	776,998

Expenditures

Fire Marshall Vehicle	31,190
Engineering for septic system	2,031
Work on septic system	17,700
State permit for septic system	500
Software update	11,200
Summit Heating	24,693
Server	5,237
Payoff Fire Truck	339,690
Purchase of Rescue	<u>326,505</u>
Total Expenditures 04/30/2021	758,746

Total Surplus (Deficit) 18,252



CENTRAL COVENTRY FIRE DISTRICT

TAX COLLECTORS REPORT

The following is the activity for the month of April 2021

Taxes Collected	April
2020	\$ 196,582.99
2019	\$ 16,057.71
2018	\$ 619.13
Prior Years	\$ 142.36
	<hr/>
Interest/Penalty Collected	\$ 17,002.70
	<hr/>
Total	\$ 230,404.89

Outstanding Taxes

2020	\$ 1,528,897.71
2019	\$ 70,735.54
2018	\$ 32,565.86
Prior Years	\$ 155,712.47
	<hr/>
Total	\$ 1,787,911.58

CENTRAL COVENTRY FIRE DISTRICT

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (“Agreement”) is made by and between the Central Coventry Fire District (“CCFD”), a quasi-municipal entity and body politic created by the General Assembly, by and through its Board of Directors (“Board”) and KEVIN SCHNELL, whose address and notarized signature appears on the last page of this Agreement (“Mr. Schnell”). When mentioned together, CCFD and Releasor shall be referred to as “the parties.”

WHEREAS, on October 15, 2012, the CCFD finding itself in dire financial distress and unable to pay its debts as they were due, filed a petition for judicial receivership in the Kent County Superior Court (civil action no.: KC-2012-1150), wherein the Court appointed a Special Master to manage the affairs of the CCFD;

WHEREAS, on or about May 6, 2014, the RI General Assembly amended the Fiscal Stability Act (R.I. Gen. Laws § 45-9-1, *et seq.*) to include fire districts and the CCFD became the subject of a State-controlled Receivership (“State Receivership”);

WHEREAS, on December 23, 2014, the Receiver for the State Receivership filed a Chapter 9 federal bankruptcy petition (civil action no.: 1:14-bk-12785) in the Federal Bankruptcy Court for the District of Rhode Island (“Chapter 9 Case”);

WHEREAS, as of October 1, 2015, the State Receivership was terminated concurrent with the dismissal of the Chapter 9 Case, and control of the CCFD was returned to the Board, albeit with \$5.5 million in debt that went unaddressed and undischarged;

WHEREAS, the CCFD, although free from the Judicial Receivership, Chapter 9 Case, and no longer subject to the Fiscal Stability Act, remained in financial distress, including obligations to certain retirees that pre-dated the Judicial Receivership;

WHEREAS, one of the aforementioned obligations, or claims, by Mr. Schnell, a CCFD retiree, and related to other post-employment benefits (“OPEB”), which in Mr. Schnell’s case consisted of providing health insurance coverage to him as a retiree, which was a condition in a prior collective bargaining agreement (“CBA”) that he retired under;

WHEREAS, the CCFD previously resolved a claim brought by Mr. Schnell on or about May 20, 2016 (See: **Exhibit 1**, attached hereto and incorporated herein by reference), however, this did not resolve Mr. Schnell’s OPEB claim in its entirety; and,

WHEREAS, the parties desire to resolve all outstanding claims in their entirety, with finality.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CCFD and Mr. Schnell agree as follows:

1. That the undersigned, KEVIN SCHNELL, his successors, assigns, and for and on behalf of, his heirs, executors and administrators, for and in consideration of the sum of **TWELVE THOUSAND DOLLARS (\$12,000.00)**, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, and forever discharge the CCFD of and from any and all manner of actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all **KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN** injuries or damages, whether the same shall have arisen in law or equity or under any applicable or purported collective bargaining agreement, the terms of which may or may not inure to the benefit of Mr. Schnell, or otherwise apply to Mr. Schnell under any alleged right, title, or interest, including specifically, all terms within any collective bargaining agreement that might otherwise inure to Mr. Schnell's benefit thereunder.
2. Mr. Schnell agrees to grant a waiver to CCFD for providing or for payment of any future health, (medical and dental) insurance coverage and agrees to release CCFD from any obligation to furnish the same to Mr. Schnell.
3. This Agreement shall be governed exclusively by the laws of the State of Rhode Island.
4. Mr. Schnell represents and warrants that he is knowingly and willingly, without coercion of any kind, executing this Agreement.
5. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates set forth below.

CENTRAL COVENTRY FIRE DISTRICT:

Fred Gralinski, President,
Board of Directors

Date: _____

KEVIN SCHNELL:

Signature

Date: _____

STATE OF RHODE ISLAND

COUNTY OF _____

In _____ on this ____ day of May, 2021, before me personally appeared KEVIN SCHNELL, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument and the execution thereof, to be his free act and deed.

Notary Public
My commission expires:

The foregoing was ratified and confirmed by the Central Coventry Board of Directors at a meeting held on the 20th day of May, 2021.

ATTEST:

Daniel Kaplan, District Clerk

EXHIBIT 1

***(May 20, 2016 Settlement Agreement between Local
3372, IAFF and CCFD)***

SETTLEMENT AND RELEASE AGREEMENT
BETWEEN
THE CENTRAL COVENTRY FIRE DISTRICT
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 3372

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is made by and between the Central Coventry Fire District ("CCFD"), by and through its Board of Directors ("Board") and the Coventry Professional Fire Firefighters, Local 3372 International Association of Fire Firefighters, AFL-CIO, ("Union"). When mentioned together, CCFD and Union shall be referred to as ("the parties.")

WHEREAS, on October 15, 2012, CCFD's then-current Board filed a petition for judicial receivership in the Kent County Superior Court (civil action no.: KB-2012-1150) wherein the Court appointed a Special Master ("Special Mastership");

WHEREAS, on or about May 6, 2014 the RI General Assembly amended R.I.G.L. § 45-9-1 *et seq.* (the so-called "Fiscal Stability Act" or "FSA") to include fire districts and CCFD became the subject of a State-directed receivership under the FSA ("State Receivership");

WHEREAS, on December 23, 2014, the State Receiver filed a Chapter 9 Bankruptcy Petition (Case 1:14-bk-12785) ("Chapter 9 Case");

WHEREAS, on October 1, 2015, the State Receivership was terminated concurrent with a dismissal of the Chapter 9 Case and control of the CCFD was returned to the Board;

WHEREAS, the CCFD, although free from the State Receivership, dismissed from the Chapter 9 Case, and no longer subject to the FSA, remains in financial distress, with significant financial obligations that were unresolved during any of the earlier proceedings;

WHEREAS, the CCFD wishes to reduce and settle its debts, including but not limited to, negotiation with creditors to achieve financial savings in order to improve the financial condition of the CCFD and to provide tax relief and fiscal stability for the electors/taxpayers;

WHEREAS, the Union has a claim against the CCFD, which claim is derived from alleged breaches of those various, applicable collective bargaining agreement(s) ("CBAs"), and which claim represents a significant financial obligation that remains outstanding and which the CCFD desires to resolve through an appropriate

settlement; and,

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CCFD and Union agree as follows:

1. That the Union, for and in consideration of the sum of **Two Hundred Sixty-eight Thousand Seven Hundred Dollars and Eleven Cents (\$268,700.11)**, does hereby remise, release, and forever discharge the CCFD of and from any and all manner of actions and causes of action, rights, suits, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all **KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN** injuries or damages, whether the same shall have arisen in law or equity or under any applicable or purported collective bargaining agreement, for the time period of October 12, 2012 through and including August 31, 2015.
2. CCFD shall pay to the Union, the full amount listed in paragraph 1, above on or before May 31, 2016. Said funds shall be held by the Union in trust and distributed to the Union's bargaining unit members as determined solely by the Executive Board of the Union. Any tax liability incurred by or resulting from the receipt of said funds by said bargaining unit member(s), shall be the sole individual responsibility of said bargaining unit member(s) and shall in no way be the responsibility of the CCFD or the Union.
3. In addition to the amount listed in paragraph 1, above, the CCFD shall pay to **Kevin Schnell** the sum of **Seven Thousand Seven Hundred Eighty-seven Dollars and Thirty Cents (\$7,787.30)**, which sum shall be inclusive of Federal Insurance Contributions Act tax ("FICA") and Employment System of Rhode Island ("ERSRI") retirement/pension withholding(s) and contribution payments. As a result of this settlement amount, **Mr. Schnell** shall net **Six Thousand Two Hundred Four Dollars and Three Cents (\$6,204.03)**. Said amount shall be processed through CCFD payroll at the next regular payroll processing following

the execution of this Agreement. The CCFD shall ensure that any employer-matching contributions to ERSRI are paid and remitted concurrent with the payroll processing.

4. In addition to the amount listed in paragraphs 1 and 3, above, the CCFD shall pay to **Michael DeCesare** the sum of **Five Thousand Eight Hundred Two Dollars and Twenty-nine Cents (\$5,802.29)**, which sum shall be inclusive of FICA tax and ERSRI retirement/pension withholding(s) and contribution payments. As a result of this settlement amount, **Mr. DeCesare** shall net **Four Thousand Six Hundred Twenty-two Dollars and Sixty Cents (\$4,622.60)**. Said amount shall be processed through CCFD payroll at the next regular payroll processing following the execution of this Agreement. The CCFD shall ensure that any employer-matching contributions to ERSRI are paid and remitted concurrent with the payroll processing.
5. Further, the CCFD shall provide **Michael DeCesare** with single medical coverage, of the same type (i.e. provider) as active employees, from the date of execution of this Agreement, or as soon as thereafter as the CCFD is allowed to enroll Mr. DeCesare pursuant to the "open enrollment" terms set by the health care provider. Such coverage shall be for a term of ten (10) years from the date of enrollment, or until Mr. DeCesare has reached age 65, whichever is sooner.
6. The CCFD shall continue to provide **Tracey Hall**, widow of Battalion Chief **William Hall** with family medical and dental coverage, same as active employees, pursuant to the terms of the CBA in effect from April 1, 2012 to March 31, 2015.
7. The CCFD shall continue to provide **Cara Harrington**, widow of Captain **James Harrington** with family medical and dental coverage, same as active employees, pursuant to the terms of the CBA in effect from April 1, 2012 to March 31, 2015.

8. Nothing herein shall be construed against either the Union or the CCFD in any pending matter or proceeding, whether in court or subject to the American Arbitration Association ("AAA") procedures, without limitation.
9. This Agreement shall be considered a settlement in whole for any and all claims, grievances, or otherwise for all members of the Union that were or are active members of the Union from the time period of October 12, 2012 through and including August 31, 2015, including their heirs, successors and/or assigns.
10. The parties agree that any and all grievances or claims that have arisen after September 1, 2015 shall be excluded from this settlement Agreement and shall be processed independently of this Agreement.
11. It is the belief of the parties that the settlement amounts paid to the Union herein do not constitute wages. These sums are in settlement of the claim(s) asserted by the Union on behalf of current or former bargaining unit members within the context of the Special Mastership, State Receivership, Chapter 9 Case, and/or any applicable AAA filing.

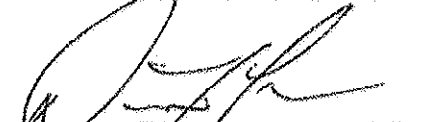
IN WITNESS WHEREOF, the parties have executed this agreement as of the dates set forth below.

CENTRAL COVENTRY FIRE DISTRICT:


Fred Gralinski, President,
Board of Directors

Date: 5/20/2016

FOR THE UNION:


David Gorman, President

Date: 5/28/2016

EXHIBIT A - FIRE CHIEF SERVICES AGREEMENT

DUTIES OF THE FIRE CHIEF

1. The Fire Chief shall be in command and have operational management of the Fire Department subject to any limitations set forth in the Charter or By-Laws of the Central Coventry Fire District ("Fire District") and shall assume operational command of the Fire Department. The Fire Chief shall work cooperatively with the District Manager/Finance Director and report to the Board of Directors.
2. The Fire Chief shall be responsible for the development and implementation of fire and EMS emergency operations, protocols, and all necessary reporting for Fire Department operations, including response, firefighting, EMS, mutual aid, communications, and disaster response as part of the Town of Coventry Emergency Management Agency team.
3. The Fire Chief shall review, update, revise and/or develop Fire District operational policies, rules and regulations, standard operating procedures, general orders, and reports for implementation for all aspects of Fire District fire suppression, EMS, Emergency Management, training, and Fire Marshal Office operations.
4. The Fire Chief will have oversight of the Fire District's fire suppression, EMS, Emergency Management, training, and Fire Marshal Office operations as related to the scheduling of manpower, call-backs, overtime requests, equipment and apparatus purchases and repairs, scheduling preventative maintenance for all equipment and apparatus.
5. The Fire Chief's duties and responsibilities include development and implementation of a fiscally responsible and transparent Capital Improvement Plan and a comprehensive Apparatus and Equipment Replacement Plan, as well as provide input into and have accountability over operational areas of the fire District budget.
6. The Fire Chief will have oversight of all supplies and medication purchases needed for the operational needs of EMS, maintain documentation on expiration dates, and utilize forecasting to ensure proper inventory is available when needed.

7. The Fire Chief will have oversight of all building repairs, scheduling tradesman when needed, and obtaining quotes for the scope of work needed.
8. The Fire Chief shall respond to emergency incidents as requested or as needed and shall assume command of larger incidents, assist companies on scene of fire grounds, medical and other emergencies, and shall act as a liaison to the Emergency Management Agency of the Town of Coventry, and shall participate in fire investigations or media inquiries as needed.
9. The Fire Chief shall enforce discipline as prescribed by the Rules and Regulations of the Fire District and in concert with the approved Collective Bargaining Agreements where appropriate.
10. Except when excused by Board of Directors, the Fire Chief shall meet with the Board of Directors at their monthly meetings, special meetings, the annual meeting, or otherwise at the pleasure of the Board of Directors.
11. The Fire Chief shall wear the designated uniform of the Fire District or when necessary business attire while acting in his official capacity as the Fire Chief.
12. The Central Coventry Fire District is a twenty-four (24) hour a day, seven (7) day a week operation. Because of the nature of the Fire District's mission, it is recognized that the duties of the Chief will require that he schedule himself to work those hours necessary to accomplish the responsibilities of the position. The Fire Chief is not eligible for overtime pay.
13. To function effectively the Fire Chief will be required to foster positive public relations, participate in community activities, make field inspections of the Fire District operations, attend grievance hearings, attend meetings, attend training classes, respond to emergencies, participate in investigations, and represent the Fire District at various municipal and private functions, any of which may take place on nights, weekends and/or holidays.
14. The Fire Chief shall, in addition to the foregoing, perform such other duties and exercise such powers as may from time to time be assigned to him by the Fire District Board of

Directors pursuant to a duly adopted position summary which may be amended from time to time so long as it does not materially modify the duties set forth hereunder or interfere with Rhode Island General Laws as expressed in the position summary within the Fire District Charter and By-Laws.

REQUIREMENTS

Education: minimum Associates degree in Fire Science; Bachelors degree in Fire Science preferred

Experience: minimum ten (10) years in fire service lieutenant position and above.

**STATE OF RHODE ISLAND
CENTRAL COVENTRY FIRE DISTRICT
RESOLUTION NO.: 2021-04**

RESOLUTION TO SUPPORT H6156

WHEREAS, in 2019 the RI General Assembly passed, and Governor Raimondo signed into law the so-called “firefighter overtime bill” (“law”), which mandates overtime (“OT”) pay for hours scheduled over 42 hours per week rather than hours worked;

WHEREAS, this law increases available OT pay for each of the thirty firefighters employed by the Central Coventry Fire District by between 6 and 30 hours per week as opposed to federal overtime guidelines. The federal guidelines establish an overtime threshold of 53 hours actually worked, based on the amount of downtime inherent in the firefighters’ daily schedule;

WHEREAS, the Central Coventry Fire District has been employing the federal guidelines of 53 hours worked in conjunction with a three-platoon system as a contract provision negotiated in good faith with Firefighters Union Local 3372;

WHEREAS, third party analysis has estimated that this law will increase payroll annually more than \$300,000, without any betterment in service to the residents of the Central Coventry Fire District;

WHEREAS, Representative Patricia Morgan and Representative George Nardone have proposed legislation that would eliminate the words “paid leave” from “hours worked,” thus resulting in immediate cost savings in the law; and,

WHEREAS, this change would inure to the benefit of the citizenry and taxpayers of the Central Coventry Fire District, and other similarly situated taxpayers across the State of Rhode Island,

NOW THEREFORE, in consideration of the foregoing, the Board of Directors of the Central Coventry Fire District, at a meeting duly called on the 20th day of May, 2021, hereby requests that the RI General Assembly pass the above-referenced legislation, H6156.

EFFECTIVE DATE

This Resolution shall become effective upon passage.

I hereby certify that the foregoing Resolution was adopted by the Honorable Board of Directors of the Central Coventry Fire District at their regular Board meeting on May 20, 2021.

Attest:

Dan Kaplan, District Clerk

Fred Gralinski, President,
Board of Directors

Fire Chief Services Agreement

This Fire Chief Services Agreement ("Agreement") is entered into as of the 20th day of May 2021 between the Central Coventry Fire District, a duly-chartered, quasi-municipal fire district in the Town of Coventry and State of Rhode Island, having a business place at 240 Arnold Road, Coventry, RI 02816 ("CCFD") and the Hopkins Hill Fire District, a duly-chartered, quasi-municipal fire district in the Town of Coventry and State of Rhode Island, 1 Bestwick Trail, Coventry, RI 02816 ("HHFD"). The purpose of this Agreement is to allow Frank Brown, the HHFD Fire Chief ("Chief Brown") to also serve as the Fire Chief of the CCFD in a shared operational leadership services context.

General Recitals

Chief Brown is the Fire Chief of the HHFD;

CCFD desires to engage and appoint Chief Brown to handle all operational aspects of the Fire Chief duties for the CCFD;

In consideration for the mutual promises, covenants, and Agreements made below, the parties, intending to be legally bound, agree as follows:

Agreement

1. Services and Job Description

1.1 HHFD will provide and all Chief Brown to serve as the Fire Chief for the CCFD pursuant to those Duties as outlined in Exhibit A, attached hereto and incorporated herein by reference.

2. Term. This Agreement shall commence as of the date first written above and shall continue for two (2) years, unless otherwise modified in writing between the parties, terminating on May 31, 2023.

3. Compensation. CCFD will pay HHFD Three Thousand Three Hundred Thirty-three Dollars Thirty-three Cents (\$3,333.33) per month under this Agreement for the services provided by Chief Brown. This payment shall be paid in advance on a quarterly basis; and for the first quarter of this Agreement, the parties agree that the payment shall be for 2.5 months.

4. Insurance.

4.1 For the services provided under this Agreement, Chief Brown will be covered by the CCFD Injured On Duty ("IOD") insurance policy.

4.2 For the services provided under this Agreement, Chief Brown will be covered by the CCFD general liability insurance, so long as at the time of the loss he was engaged in providing services to CCFD in the capacity as Fire Chief.

5. Termination. The Agreement may be terminated by either party with thirty (30) days' notice to the other, transmitted in writing.

6. Assignment. Except as set forth in this section, neither this Agreement nor any rights under this Agreement, in whole or in part, will be assignable or otherwise transferable by either party without the express written consent of the other party. Any attempt by either party to assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party will be null and void. Subject to the above, this Agreement will be binding upon and take effect for the benefit of the successors and assigns of the parties to this Agreement.

7. Entire Agreement. The parties acknowledge that this Agreement expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this section. The parties further acknowledge that this Agreement supersedes, terminates and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between HHFD and CCFD with respect to the matters expressly set forth in this Agreement.

8. Counterparts. This Agreement may be executed in multiple counterparts, any one of which will be deemed an original, but all of which will constitute one and the same instrument.

We have carefully reviewed this Agreement and agree to and accept its terms and conditions. We are executing this Agreement as of the day and year first written above.

CENTRAL COVENTRY FIRE DISTRICT

HOPKINS HILL FIRE DISTRICT

Fred P. Gralinski, Chairman
Board of Directors

Daniel Danis, Chairman
Board of Directors