BOARD OF SELECTMEN REGULAR MEETING

Monday, July 10, 2023, 4:00 pm Via Webex & In-Person in the First Floor Conference Room, Independence Hall 725 Old Post Road, Fairfield, CT 06824

A recording of this meeting can be found here: BOS Meeting 7/10/2023.

DRAFT MINUTES

MEMBERS PRESENT: First Selectwoman Brenda L Kupchick, Selectman Thomas M. Flynn, Selectwoman Nancy E. Lefkowitz

OTHERS PRESENT: Anya Mezak, FairTV Chairman David Kraft, Town Attorney James Baldwin, Purchasing Director Adam Tulin, Fire Chief Denis McCarthy, Buildings Manager James Ryan, CAO Tom Bremer, Becky Bunnell, Flood and Erosion Control Board Chair

1) CALL TO ORDER

First Selectwoman Kupchick called the meeting to order at 4:04 pm.

2) PLEDGE OF ALLEGIANCE

First Selectwoman Kupchick led the Pledge of Allegiance

First Selectwoman Kupchick asked for a moment of silence to remember Deputy Police Chief Don Smith, David Bigelow and Meghan Raveis.

3) MINUTES

To consider and act upon the minutes of June 19, 2023 and June 29, 2023

Selectwoman Lefkowitz made a motion to approve the minutes of 6/19/23 and 6/29/23 as written. Selectman Flynn seconded the motion which carried unanimously.

4) RESIGNATION (for information only)

Bicycle and Pedestrian Committee

Jose E. Oromi (R) 211 Lloyd Drive, term 11/22-11/26 (Resigned June 22, 2023)

The Selectpersons thanked Mr. Oromi for serving the Town.

5) APPOINTMENT

Bicycle and Pedestrian Committee

Anya K. Mezak (D) 289 Brooklawn Terrace, term 11/22-11/26 (to replace Jose E. Oromi (R) who resigned)

Selectman Flynn made a motion to approve the appointment of Anya Mezak to the Bicycle and Pedestrian Committee. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Ms. Mezak spoke about why this appointment meant so much to her.

The Board of Selectpersons thanked Ms. Mezak for wanting to serve on this committee.

6) FAIRTY COMMISSION

To hear, consider and act upon the following resolution as recommended by the FairTV Commission:

RESOLVED, that Brenda L. Kupchick, First Selectwoman of the Town of Fairfield, is empowered to execute, authorize and approve on behalf of the Town of Fairfield a Professional Services Contractor Agreement between the TOWN OF FAIRFIELD, Sullivan Independence Hall, 725 Old Post Road, Fairfield, CT ("Town") and LUKE ALTIERI, with an office at 42 Wilshire Blvd, Milford, CT 06460 ("Contractor") for professional technical services supporting the Town's Government and Education television stations known as FairTV Broadcast System ("FairTV") for a period of one (1) year commencing June 26, 2023 and terminating June 30, 2024

Selectwoman Lefkowitz made a motion to approve Item 6. Selectman Flynn seconded the motion.

FairTV Commission Chair David Kraft explained that Gerry Speno had retired in June and the Commission had been looking for someone to fill the position. He said Luke Altieri also works for Fairfield Public Schools in IT and will lead the technical aspects of FairTV. Selectwoman Lefkowitz had questions about the contract and Town Attorney James Baldwin addressed her concerns. Attorney Baldwin also said this is a Town contract, but the FairTV Commission does the hiring; he went over the process.

The motion carried unanimously.

7) PURCHASING AUTHORITY

To hear and consider authorizing the Purchasing Authority to enter into the proposed contract with Southport Contracting, Inc., to provide all labor, materials, equipment and all else necessary to perform the Boiler Replacement at Fire Station 1 as detailed in Bid #2023-157 in an amount not to exceed \$251,000, with additional authority to execute change orders to said contract in an amount not to exceed \$25,100 for a combined grand total not to exceed \$276,100. Funding for this contract is available in account 01005030-54320 – Maintenance/Repair of Building and Grounds.

Selectman Flynn made a motion to approve Item 7. Selectwoman Lefkowitz seconded the motion.

Purchasing Director Adam Tulin said this is a standard contract that has been put in place. Buildings Manager James Ryan added that Southport Contracting replaced the boiler in Independence Hall a few years ago as well.

The motion carried unanimously.

8) PENFIELD PAVILION PROJECT

To hear an update on the Penfield Pavilion Project

CAO Tom Bremer gave an update on the Penfield Pavilion Project:

- The final design will be completed at the end of this month and will be used for the basis of bids.
- Construction will begin after Labor Day in September.
- Still working on insurance on the building and will not start construction without it. Working with CIRMA and will get a better idea of cost as it gets closer to the start of the project.
- RACE and the Town have been exchanging emails regarding the resiliency plan. Lowering the elevation was done with Engineering and RACE. The Resiliency Plan is being done now and a Scope of Work meeting will be scheduled and will include the Flood and Erosion Control Board (FECB).

There was a discussion regarding insurance.

Public Comment: Flood and Erosion Control Board (FECB) Chair Becky Bunnell who is also a resident of Fairfield Beach Road thanked Tom Bremer for including resiliency in the scope of work, but wondered why two of the three phases were not included. Mr. Bremer said the three phases were much broader than the Penfield issues alone. He said at the time, the initial scope of work only focused on Penfield and the difference in elevation. Ms. Bunnell said the FECB made a request to meet with DEEP regarding the resiliency study. Mr. Bremer responded by saying the Town would meet with DEEP and the EPA after receiving the results of the RACE study to see what further actions could be undertaken.

9) TAX COLLECTOR

To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$44,455.62

Selectman Flynn made a motion to approve Item 9. Selectwoman Lefkowitz seconded the motion which carried unanimously.

10) To hear, consider and act upon any other business which shall properly come before this meeting

First Selectwoman Kupchick made the following announcements:

- I want to recognize all the hard work that went into the Independence Day celebration to make sure it was a safe event and enjoyable.
- I want to announce that Fairfield Social Services is collecting gift cards and donations to help Fairfield's students with back-to-school items. For more information, please contact social services at 203-256-3170 or refer to my recent newsletter.
- Yesterday, I joined Westport, Easton and Weston First Selectpersons at a fundraiser for Ukraine at the Ukrainian American Club in Southport. Fairfield has a sister city in Ukraine. It was a lovely event and Senator Blumenthal attended along with many of people from the Ukraine community.

Both Selectpersons expressed their condolences to Don Smith's family.

11) Adjourn

Selectman Flynn made a motion to adjourn. Selectwoman Lefkowitz seconded the motion which carried unanimously.

The meeting adjourned at 4:53 pm.

Respectfully submitted,

Pru O'Brien Recording Secretary



Fairfield, Connecticut 06824 Purchasing Department (203) 256·3060 FAX (203) 256·3080

Award Recommendation Resolution:

On Tuesday, 1st August, 2023, the Purchasing Authority awarded RFP number 2023-121 Construction Manager Services HVAC Upgrades – FPS to Gilbane Building Company, Glastonbury, CT to provide Construction Management Services for the HVAC upgrades at various Fairfield Public School locations. Phase I of the project shall include upgrades at Osborn Hill Elementary School, North Stratfield Elementary School, and Fairfield Woods Middle School as detailed in the RFP specifications.

Gilbane Building Company was selected based on a combination of demonstrated specialized experience and qualifications, understanding of the work and project timeline, and proposed cost.

The award of this contract to may be subject to the review and approval of the Board of Selectmen.

Brenda L. Kupchick, First Selectwoman

Adam B. Tulin, Director of Purchasing



Town of Fairfield

Sullivan Independence Hall 725 Old Post Road

Fairfield, Connecticut 06824 Purchasing Department

(203) 256·3060 FAX (203) 256·3080

RFQ/RFP #2023-121 Construction Manager Services – HVAC Upgrades at Various Fairfield Public School Locations

TOWN OF FAIRFIELD PURCHASING AUTHORITY 725 OLD POST ROAD INDEPENDENCE HALL FAIRFIELD, CT 06824.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

/may!

5/5/6025 Date Date Submitted June 2 2023. Revised 6/22/23

Bidder:

Gilbane Building Company

Doing Business As (Trade Name)

208 New London Turnpike

Address

Glastonbury, CT 06033

Town, State, Zip

Mr. Eric Cushman, Vice President

(Mr/Ms) Name and Title, Printed

Signature

860-368-5125

860-368-5101

Telephone

Fax

ecushman@gilbaneco.com

E-mai

Sealed submissions will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00pm, Friday, 26th May, 2023

To provide Construction Management services, in cooperation with consulting design team and owner's representatives, for the HVAC upgrades at various Fairfield Public School locations. Phase 1 of the project shall include upgrades at Osborn Hill Elementary School, North Stratfield Elementary School, and Fairfield Woods Middle School.

NOTES:

- 1. Respondents are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their submission.
- 2. No submission shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
- 3. Qualifications are to be submitted in a sealed envelope and clearly marked "RFQ/RFP #2023-121" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
- 4. It is the sole responsibility of the Respondent to see that the proposal is received by the Fairfield Purchasing Department prior to the time and date noted above. Proposals are not to be submitted via email or fax.
- 5. Qualifications are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

Overview

The Town of Fairfield ("Owner", "Town") is seeking qualifications from Construction Management firms to provide investigation, advice and expertise on constructability, preconstruction services, and construction management services for Phase 1 of upgrades to air conditioning systems at Osborn Hill Elementary School, North Stratfield Elementary School, and Fairfield Woods Middle School. This work shall be performed in cooperation with Fairfield Public Schools and Town staff, the Town's selected design consultant (BL Companies), and Owner's Representative (not yet selected).

This project has been separated into five (5) phases of which only Phase 1 has been funded. Future phases include projects at: Tomlinson Middle School, Fairfield Ludlowe High School, Walter Fitzgerald Campus, Fairfield Warde High School, Timothy Dwight Elementary School, and Jennings Elementary School. These projects may also include additions and/or alterations for new/altered mechanical spaces (Electrical Rooms, Water Service Rooms, etc.) and for security vestibules entrances.

BUDGET

This RFQ is for multiple projects over multiple years (2023-2028) beginning with the 2023 air conditioning upgrade projects (Phase 1) at Osborn Hill Elementary School, North Stratfield Elementary School and Fairfield Woods Middle School. Funding for the initial 2023 air conditioning upgrade projects at Osborn Hill Elementary School, North Stratfield Elementary School and Fairfield Woods Middle School has been secured in the amount of \$22,701,443.00. This funding dollar amount is based on a conceptual estimate provided by DTC Engineers. The Town must be able to accept the Phase 1 project as complete by December 1, 2024.

PRE-BID MEETING

A non-mandatory pre-bid meeting will commence in the 1st Floor Conference Room at 725 Old Post Road, Fairfield, CT 06824 at **11:00am on Thursday**, **11th May**, **2023** for prospective respondents to ask questions and discuss these projects.

- While the meeting is non-mandatory, prospective respondents will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department webpage. Copies will not be made available at the meeting, nor will they be faxed out.
- All requests for information will be answered in writing as specified below under Addenda.

Addenda / Requests for Information (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at https://fairfieldct.org/bids

- It is each Respondent's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after 4:30pm on Thursday, 18h May, 2023.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Adam Tulin, Director of Purchasing

atulin@fairfieldct.org

Response will be in the form of an addendum that will be posted no later than 23rd May, 2023 to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each respondent to retrieve addenda from the website. Any contact about this RFQ between a respondent and any other Municipal official and/or department manager and/or Municipal employee, other than as set forth above, may be grounds for disqualification of that Respondent. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

Submission Requirements

Please submit one proposal marked "original" and two proposals (2) marked "copy" including one flash drive in PDF read-only format. Photographs, drawings or other illustrations may be submitted on the same flash drive, provided no individual file exceeds 5 MB. This requirement is to expedite the Town's review and selection process.

PROPOSED SCHEDULE

The Town intends to proceed based on the following preliminary milestone schedule:

Pre-Bid Meeting: 11:00AM, Thursday, 11th May

Requests for Information (RFI) due: 11:00 AM, Thursday, 18th May

Addenda published: Tuesday, 23rd May – close of business

RFQ Submissions due: 2:00PM, Friday, 26thMay

Committee shortlisting:

To be determined

Candidate interviews (if required):

To be determined

Notice to proceed: To be determined

Background

The goal is to provide a mechanical means for providing fresh air, air conditioning, and fire protection for the school buildings listed below in accordance with current codes and standards.

For further details on the existing conditions of each the schools buildings for this project, please utilize the links below to access each schools' Facilities Condition Assessment reports prepared by DTC Engineers.

Initial Project Phase I:

Facilities Condition Assessment

Funding for the initial 2023 air conditioning upgrade projects at Osborn Hill Elementary School, North Stratfield Elementary School and Fairfield Woods Middle School has been secured in the amount of \$22,701,443.00. This funding dollar amount is based on a conceptual estimate provided by DTC Engineers.

1. Osborn Hill Elementary School, 760 Stillson Road

One story building approximately 54,876 square feet

2. North Stratfield Elementary School, 190 Putting Green Road

One story building approximately 61,110 square feet

Exhibit B

Exhibit A

3. Fairfield Woods Middle School, 1115 Fairfield Woods Road

Three story building approximately 176,573 square feet

Exhibit C

Subsequent Project Phases (Phase II - Phase V, and Potential Future Phases):

The Town intends to utilize this RFQ, and the successful architectural/engineering firm, for the subsequent project phases listed below. Each project will entail all architectural and engineering services required to design and specify the work. These subsequent project phases are contingent upon funding approval and the Town reserves the right to utilize another architectural/engineering firm for these projects if the awarded firm is not meeting the Town's requirements for these services.

Phase II - Tomlinson Middle School, 200 Unquowa Road

Four story building approximately 167,000 square feet

Phase III - Fairfield Ludlowe High School, 785 Unquowa Road

Two story building approximately 307,071 square feet

Phase IV - Walter Fitzgerald Campus, 309 Barberry Road

Two story building approximately 22,000 square feet

Phase V - Fairfield Warde High School, 755 Melville Road

Two story building approximately 317,827 square feet

Potential Future Phases

1. Timothy Dwight Elementary School, 1600 Redding Road

One story building approximately 41,000 square feet

2. Jennings Elementary School, 31 Palm Drive

One story building approximately 46,100 square feet

Scope of Services

Respondents shall provide qualifications for Construction Management services to provide investigation, advice and expertise on constructability, cost, schedule, construction methodology, all preconstruction services, and any other necessary construction management services for the HVAC Upgrades at various Fairfield Public School locations.

An integral piece of this scope of work will be coordination among the architectural/engineering consultant, owner's representative, Town and FPS staff, and all trade subcontractors to complete the project on hand. The awarded CM firm will be required to work in concert with the Town's contracted design firm, BL Companies.

Time is of the Essence. The Town anticipates site work and building repair to commence in 2023, and continue uninterrupted until all outstanding issues have been resolved. The Town must be able to accept the Phase 1 project as complete by December 1, 2024.

NOTE TO RESPONDENTS: In the instance, the Contactor discovers unanticipated hazardous material and/or unforeseen structural, geotechnical, or any other related change in scope to this project, whether it be in nature or capacity, the Town reserves the right to terminate the Contract and regain possession of the project site.

Submission Information Required

This section of the RFQ establishes certain standards of experience and financial capabilities that the Town for a Respondent to be deemed qualified. Proposals that do not meet the prescribed standards will be considered by the Town to be non-responsive. The Town, at its sole discretion, will decide if a Respondent meets the standards. Each Respondent must answer the questions honestly and completely; the following section describes the submission requirements:

- A. Provide an executive summary maximum three (3) pages, single spaced that includes the full name, tax identification number and main office address of the primary Respondent. Respondents shall include annual reports, 10k, balance sheets and any other information detailing the financial stability and organizational ability of the Respondent. Financials may be submitted in a separate envelope marked "Confidential". These documents will not be shared with other respondents.
- B. Provide the business history of the primary Respondent. Include any changes in the Respondent's status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status. Identify when the Respondent was organized and, if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of Respondent's corporate ownership and/or operating name.
- C. State whether any selectman or other officer, employee, or person who is payable in whole or in part from the Town currently has any direct or indirect personal interest in the Respondent. If so, describe the circumstances.
- D. State whether the Respondent or any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the outcome of the litigation.

- E. State whether the Respondent has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.
- F. Include resumes and project lists of the key personnel who are proposed to work on this project.
- G. Identify any subcontractors, if any, who will perform work on this project. The Town retains the right to reject any and all proposed subcontractors. This provision applies through the term of the contract.
- H. State your relevant prior experience, including a list of all clients served during the past five years, complete with names, addresses and telephone numbers of contact persons for each. Provide the client name, contact, address, and phone number of at least one municipal project that Consultant has designed, if available.
- I. Provide examples of work produced for similar projects completed within the past five years.
- J. The firm must have had demonstrable experience with all regulatory agencies having jurisdiction over the site. Work experience within Public School systems and with similar projects is essential.
- K. Overview: Describe how your company plans to the meet the project scope and services within the requested timeline. The plan should explain the technical approach, methodology, specific tasks and activities that will be performed by your company to address the specific project tasks and work issues.
- L. Fee Proposal: Provide, under separate, sealed envelope, an overall cost for the outlined Phase 1 of the project, with costs broken-out by the three schools included in Phase 1. Pricing shall include lump sum figures for Phase 1. Additionally, provide estimated hours, hourly rates per discipline / function, and a maximum cost. Must use attached Fee Proposal form. Supplementary pricing information or suggestions may be attached to this form if needed.

Selection Process

Candidates will be evaluated based on the following criteria:

- 1. Demonstrated specialized experience and technical competence.
- 2. Experience and qualifications of the proposed team, and the capacity and capability to complete all work on time and within budget.
- 3. Examples of work produced for and past performance on similar projects.
- 4. Project timeline and ability to meet the time commitments required by the project.
- 5. Ability to commit the resources necessary to complete the services outlined in the RFQ and the ability to sustain that commitment for the duration of the Project.
- 6. Experience with and knowledge of federal, state and municipal processes, requirements and procedures.
- 7. Suggestions for improvements / innovations.
- 8. Management approach: Describe the Respondent's approach to providing the level and nature of services required as evidenced by proposed project staffing for the proposed project; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.
- 9. Knowledge and experience: Knowledge of the Connecticut State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project.
- 10. Knowledge and demonstrated experience with life cycle cost analysis, cost estimating, and value engineering with actual examples of recommendations and associated benefits to Owners.
- 11. Fee proposal schedule.
 - The Town's evaluation team will individually review and rank each Respondent's sealed Statement of Qualification using the evaluation matrix attached.
 - Review and selection committee will rank the Responses based on the weighted evaluation criteria identified in the RFQ and may short-list up to four (4) Respondents.
 - The Town's team will meet to discuss the Respondents credentials and qualifications;

- The evaluation team may short-list Respondents for interview in order to clarify qualifications and verify its evaluation. Additional services or significant changes to the submittals during the interview will not be entertained.
- Based on the responses received, the Town may choose to continue or cancel the RFQ process.

In addition to the data and documentation submitted in response to this process, the Town reserves the right to make an on-site inspection and evaluation of any facility at which the firm has provided similar services. If the Town chooses to exercise this right, the Respondent shall provide a representative, with or without notice, to accompany the Town or its delegated representatives on any on-site inspection. The inspection may not be limited to one facility. All costs for transportation and subsistence to inspect any facilities incurred by Town personnel shall be borne by the Town.

NEGOTIATIONS WITH RESPONDENTS

The responsibility for the final selection rests solely with the Town; the Town may commence negotiations with the Responder who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Town may discuss any cost, charge or service. The Town shall not be liable to any firm for any costs associated with responding to the Request for Qualifications and Proposals, and the firm's participation in any interview, or for any costs associated with negotiations.



Fixed Fee for Construction

Fairfield, Connecticut 06824 Purchasing Department (203) 256·3060 FAX (203) 256·3080

RFQ/RFP #2023-121

Construction Manager Services – HVAC Upgrades at Various Fairfield Public School Locations

Construction Manager Proposal Form

1 11111.				
Address:				
Telephone:				
Fax:				
Contact Person:				
Date:				
CM Fee for Pre-Construc Provide a proposed fee for CM services basestimate at the Schematic Design Phase.			equest for Proposal. The pr	roposal shall include an
Fixed Fee for Schematic Design Estimate	\$	\$39,200.00		
Fixed Fee for Pre-Construction Services (less the Schematic Design Estima	\$ ite)	\$66,500.00		
Total Pre-Construction Services	\$	\$105,700.00 *		
CM Fee for Construction				
Provide a proposed fee for CM services base required substantial completion date shall be of the "Cost of the Work" as described in the	e December	r, 2024. The proposed fee sha	all be in the form of a fixed	

Percentage of "Cost of the Work" Two Point Seven Five Percent (2.75 %)

Two Point Two Five Percent (2.25%) based on Project Revenue of \$22,701,443

\$510,782 based on Project Revenue of \$22,701,443

\$624,290.00 based on project revenue of \$22,701,

* Gilbane has discounted its cost for the full Pre-construction Services, see Exhibit A (Staffing Matrix). Should our firm not be awarded the construction phase, or if the project does not proceed into construction, we would expect full reimbursement for the full Pre-construction cost proposal.

AND

Construction Manager's Costs for General Conditions during Construction

Provide the total amount of the general conditions during the construction phase of the project.

Proposed Total for General Conditions:

• \$1,843,990.00

\$1,626,190

Provide, on the detailed list attached, cost of all proposed general conditions for the project to be included within the contract. The listing will follow the format of the enclosed form entitled "General Conditions Listing". Provide total cost for each item listed on the form, list estimated cost as N/A if not applicable, and add other lines if proposed general conditions items are not listed. Provide the basis for the costs in the notes column. The "Total General Conditions" amount at the bottom of the form shall be inserted above in the "Proposed total for General Conditions" line.

Construction Manager's Performance & Payment Bond cost schedule

Provide the rates that the bonds for the project will be calculated.

The Owner will decide at a later date if Bonding is required.

Construction Cost up to \$	250,000,000.00	at the rate of 0.60% percent
Construction Cost of \$	to \$	at rate ofpercent
Construction Cost of \$	to \$	at rate ofpercent
Construction Cost of \$	to \$	at rate ofpercent
Construction Cost of \$	to \$	at rate ofpercent
Construction Cost of \$	to \$	at rate ofpercent

Construction Manager's commentary to the proposed contract

Proposing firm shall provide all commentary and/or exceptions to the AIA A133 and/or AIA A201 contracts with this proposal. Failure to provide commentary and/or exceptions shall constitute "No commentary or exceptions" by the Town.

(Provide separate sheet with commentary)

We have successfully executed A133 and A201 contracts with the Town of Fairfield on previous projects and have come to mutual agreement on contract terms

Construction Manager's Hourly Billing Rates

Include hourly billing rates to be used when invoicing optional or additional services. Rates for each of the applicable job classification listed below and any other appropriate classifications are to be provided. Secretarial services should be included within these hourly billing rates.

- Project Executive
- Project Manager
- Project Engineer

See attached Exhibit C (Gilbane Staffing Hourly Billing Rates)

- Superintendent(s)
- Safety Officer

Notes!

- 1.) Please refer to attached proposed Project Schedule, Exhibit B, note that due to lead time on HVAC and Elec. equipment, our proposed Substantial Completion Date is ~Feb. 15, 2025 in lieu of the RFQ/RFP Substantial Completion Date of December 1, 2024. Our General Conditions Cost is based on a Substantial Completion of ~Feb 15, 2025 plus 90 days of Closeout.
- 2.) Payment and Performance Bond will be included at time of GMP, based on total project revenue, times 0.60%.
- 3.) Please note that Gilbane assumes that the project invoicing will one invoice for all three projects during both Prcon and the Construction phase. Should Gilbane be requested to develop three separate invoices, additional accounting time will be required and will be treated as a change condition.
- 4.) Please note that Gilbane assumes that the project (all three schools) will be bid once and that one trade package for each discipline will be developed for all three projects. Should Gilbane be requested to develop multiple packages for the same discipline for bidding purposes, it will be treated as a change condition.
- 5.) Please note that the RFP/RFQ does not mention BIM/VDC services. We feel this these services do provide great value to both Precon and the Construction phases, should the Town elect to move forward with these services, Gilbane will furnish a proposal accordingly and will billed at hourly rates included in Exhibit C.

General Conditions Listing SITE SERVICES GENERAL

Bidder's Name: Gilbane Building Company

CM: Please note value for line items deemed necessary. For line items to be carried under a trade contractor during the bidding process, please insert "BY TRADE" in the applicable cell.

Project Onsite Staff REVISED 6/22/2023

Project Executive \$ \frac{160,000.00}{314,000}\$ Project Manager \$ \frac{343,700.00}{311,500}\$ Assistant Project Manager \$ \frac{1}{500}\$ Assistant Project Manager \$ \frac{1}{500}\$ Safety Officer \$ \frac{721,820.00}{21,600}\$ Scheduler \$ \frac{1}{500}\$ Scheduler \$ \frac{1}{500}\$ Field Engineer \$ \frac{1}{500}\$ Project Administrator \$ \frac{1}{500}\$ N/A Imakeseper Included Above Included Above With Trades Project Administrator With Trades United Above With Trades United Above With Trades With Trades Maintenance Engineers With Trades Maintenance Engineers With Trades Master Mechanic With Trades Watchmen and Site Security With Trades Worklicles With GMP Full-time laborer With Trades Vehicles With GMP Full-time laborer With Trades With GMP Full-time laborer With GMP Full-time laborer With GMP Froject Cost Accountant \$ \frac{126,700.00}{500}\$ Project Cost Estimator \$ \frac{126,700.00}	Project Onsite Statt	REVISED 6/22/2023			
Assistant Project Manager General Superintendent Safety Officer Scheduler Sc	Project Executive		\$	160,000.00	136,000
General Superintendent Safety Officer Scheduler Sche	Project Manager		\$	343,700.00	311,500
Safety Officer Scheduler Scheduler Field Engineer Project Administrator Timekeeper Shop Drawing Coordination Quality Control Elevator Operators Maintenance Engineers Hoist Engineers Wath Trades Master Mechanic Flagmen Watchmen and Site Security Premium Time as may be required Vehicles Travel, Meals & Lodging to/from Job Site Project Cost Estimator MEP Coordination - VDC Mith GMP Full-time labove Shop Drawing Coordination N/A Included Above Included Above With Trades With Trades With Trades With Trades With Trades With Trades With GMP With GMP Project Cost Accountant Shop Drawing Coordination With GMP With GMP Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Other With GMP Included Above Other	Assistant Project Mana	ager	\$	-	
Scheduler \$	General Superintend	lent	\$	721,820.00	647,630
Field Engineer Project Administrator RyA Timekeeper Included Above Included Above Included Above Included Above Included Above Included Above With Trades Elevator Operators Maintenance Engineers Hoist Engineers Master Mechanic Flagmen Watchmen and Site Security Premium Time as may be required Vehicles Full-time laborer Travel, Meals & Lodging to/from Job Site Project Cost Accountant Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Other Included Above Included Above With Trades With Trades With Trades With GMP With GMP Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Other	Safety Officer		\$	23,040.00	21,600
Project Administrator Timekeeper Shop Drawing Coordination Quality Control Elevator Operators Maintenance Engineers Hoist Engineers Master Mechanic Flagmen Watchmen and Site Security Premium Time as may be required Vehicles Full-time laborer Travel, Meals & Lodging to/from Job Site Project Cost Accountant Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Included Above Included Above With Trades With Trades With Trades With GMP With GMP With GMP With GMP With GMP Full-dime Included Above Included Above Included Above Sal,680.00 Included Above Included Above Included Above Included Above Included Above Included Above Included Above Included Above Included Above	Scheduler		\$	61,440.00	57,600
Timekeeper Shop Drawing Coordination Quality Control Elevator Operators Maintenance Engineers Hoist Engineers Master Mechanic Flagmen Watchmen and Site Security Premium Time as may be required Vehicles Full-time laborer Travel, Meals & Lodging to/from Job Site Project Cost Accountant Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Other With Trades Included Above With Trades With Trades With GMP With GMP With GMP With GMP With GMP With GMP Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Other	Field Engineer		\$	-375,610.00 -	326,660
Shop Drawing Coordination Quality Control Elevator Operators Maintenance Engineers Hoist Engineers Master Mechanic Flagmen Wath Trades With Trades With Trades Math Trades Math Trades With Trades Premium Time as may be required With GMP Full-time laborer Travel, Meals & Lodging to/from Job Site Project Cost Accountant Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Other Included Above Other	Project Administrator		N/A		
Quality ControlWith TradesElevator OperatorsWith TradesMaintenance EngineersWith TradesHoist EngineersWith TradesMaster MechanicWith TradesFlagmenWith TradesWatchmen and Site SecurityWith TradesPremium Time as may be requiredWith TradesVehiclesWith GMPFull-time laborerWith GMPTravel, Meals & Lodging to/from Job SiteWith GMPProject Cost Accountant\$ -126,700.00 93,920Project Cost Estimator\$ -MEP Coordination - VDCWith GMPMEP Startup/CommissioningIncluded AboveOther\$ -31,680.00 31,280	Timekeeper		Include	ed Above	
Elevator Operators Maintenance Engineers Hoist Engineers Master Mechanic Flagmen Watchmen and Site Security Premium Time as may be required Vehicles Full-time laborer Travel, Meals & Lodging to/from Job Site Project Cost Accountant Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning With Trades With Trades With GMP With GMP With GMP With GMP With GMP Full-time Included Above Included Above Startup/Commissioning Other	·	ination	Include	ed Above	
Maintenance EngineersWith TradesHoist EngineersWith TradesMaster MechanicWith TradesFlagmenWith TradesWatchmen and Site SecurityWith TradesPremium Time as may be requiredWith GMPVehiclesWith GMPFull-time laborerWith GMPTravel, Meals & Lodging to/from Job SiteWith GMPProject Cost Accountant\$ -126,700.00 93,920Project Cost Estimator\$ -MEP Coordination - VDCWith GMPMEP Startup/CommissioningIncluded AboveOther\$ -31,680.00 31,280	Quality Control		With Tro	ades	
Hoist Engineers Master Mechanic Flagmen With Trades Premium Time as may be required With GMP Full-time laborer Travel, Meals & Lodging to/from Job Site Project Cost Accountant Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Other With Trades With GMP With GMP Included Above Uith GMP With GMP With GMP MED Startup/Commissioning With GMP Included Above San,680.00—31,280	·		With Tro	ades	
Master MechanicWith TradesFlagmenWith TradesWatchmen and Site SecurityWith TradesPremium Time as may be requiredWith TradesVehiclesWith GMPFull-time laborerWith TradesTravel, Meals & Lodging to/from Job SiteWith GMPProject Cost Accountant\$ -126,700.00 93,920Project Cost Estimator\$ -MEP Coordination - VDCWith GMPMEP Startup/CommissioningIncluded AboveOther\$ -31,680.00 31,280	Maintenance Engine	ers	With Tro	ades	
Flagmen Watchmen and Site Security Premium Time as may be required Vehicles Vehicles Full-time laborer Travel, Meals & Lodging to/from Job Site Project Cost Accountant Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Other With Trades With GMP With GMP \$ -126,700.00 93,920 With GMP Included Above Included Above \$ 31,680.00 31,280	Hoist Engineers		With Tro	ades	
Watchmen and Site Security Premium Time as may be required With Trades Vehicles Full-time laborer Travel, Meals & Lodging to/from Job Site Project Cost Accountant Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Other With Trades With GMP With GMP With GMP Included Above Startup/Commissioning Via Trades With GMP With GMP Included Above Startup/Commissioning With Trades With GMP With GMP Included Above Startup/Commissioning Via Trades With GMP Included Above Startup/Commissioning Via Trades With GMP Included Above Startup/Commissioning Via Trades With Trades With Trades With GMP Included Above Startup/Commissioning Via Trades With GMP Included Above Startup/Commissioning Via Trades Via Tr	Master Mechanic				
Premium Time as may be required Vehicles Full-time laborer Travel, Meals & Lodging to/from Job Site Project Cost Accountant Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Other With Trades With GMP With GMP Figure 126,700.00 93,920 With GMP Included Above 31,680.00 31,280	Flagmen		With Tro	ades	
VehiclesWith GMPFull-time laborerWith TradesTravel, Meals & Lodging to/from Job SiteWith GMPProject Cost Accountant\$ -126,700.00 93,920Project Cost Estimator\$ -MEP Coordination - VDCWith GMPMEP Startup/CommissioningIncluded AboveOther\$ -31,680.00 31,280	Watchmen and Site S	Security	With Tro	ades	
Full-time laborer Travel, Meals & Lodging to/from Job Site Project Cost Accountant Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Other With Trades With GMP With GMP Included Above \$ 31,680.00 31,280		y be required	With Tro	ades	
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Project Cost Accountant Project Cost Estimator MEP Coordination - VDC MEP Startup/Commissioning Other \$ -126,700.00 93,920 With GMP Uncluded Above \$ -31,680.00 31,280	Full-time laborer				
Project Cost Estimator \$ - MEP Coordination - VDC With GMP MEP Startup/Commissioning Included Above Other \$ 31,680.00 31,280	Travel, Meals & Lodgii	ng to/from Job Site	With G		
MEP Coordination - VDCWith GMPMEP Startup/CommissioningIncluded AboveOther\$ 31,680.00 31,280	-		\$	-126,700.00	93,920
MEP Startup/Commissioning Included Above \$ 31,680.00 31,280	3		•	-	
Other \$ _31,680.00 31,280	MEP Coordination - V	DC	With G	MP	
<u> </u>	-	ssioning	Include	ed Above	
	Other		\$		

TOTAL \$ 1,843,990.00 1,626,190

Temporary Support Facilities

10 mporary copport recumes	
Job Office/Trailer	With GMP
Job Office FF&E	With GMP
Office Equipment & Computers For CM use	With GMP
Job Office Supplies For CM use	With GMP
Radios/ Cell Phones	With GMP
First Aid & Safety	With GMP
Telephone	With GMP
Postage & Messenger Service	With GMP
Reprographics/Printing	With GMP
Other	-

General Conditions Listing SITE SERVICES GENERAL

Bidder's Name: Gilbane Building Company

TOTAL \$

Temporary Construction, Barricades, Signs & Utilities

Temporary Electric Service and Lighting (<u>no</u> electric heat,	With GMP
temporary electric hookup by CM) - Owner will pay electricity	
when permanent meter is installed by electric company Temporary Heat (Propane by CM, temporary hook up by CM)	With GMP
Owner to pay for natural gas/oil when boilers are started,	VVIII I OIVII
commissioned and accepted by the Owner.	
Temporary Water - Water usage by CM until final meter(s)	With GMP
installed by the water company	Willia Olvii
Temporary Sanitary Facilities	With Trades
Temporary Fire Protection & Extinguishers	With Trades
Protection of Permanent Elevators	With Trades
Rubbish Chutes	With Trades
Temporary Stairs, Ladders & Floors	With Trades
Temporary Fences & Barricades	With Trades
Project Signs	With GMP
Jobsite Signs	With GMP
Wayfinding Signs	With GMP
Baseline/Building Layout	With Trades
Other Temporary Construction	With Trades

TOTAL \$

Miscellaneous Project Costs

Insurance **:

Employer's Liability	With GMP
Comprehensive General Liability	With GMP
Automobile	With GMP
Workmen's Compensation	With GMP
Other	\$ -

TOTAL \$

Project Closeout:

Punch list	Included in GCs above
Record Drawings	Included in GCs above
Manuals and Operating Instructions	Included in GCs above
Warranties	Included in GCs above
Other	

TOTAL \$

^{**}General Liability Insurance will be included at time of GMP, based on total project revenue at a rate of \$9.97/\$1,000.

General Conditions Listing SITE SERVICES GENERAL

Bidder's Name: Gilbane Building Company

Permits:

Building	By Owner
Certificate of Occupancy	By Owner
Expeditor	N/A

TOTAL \$

Miscellaneous

_		
	Ceremonies	By Owner
	Other	\$ -

Note: Cost items noted 'With GMP' above will be developed with the Team and included at time of GMP, these items will be billed as cost of the work.

Total General Conditions: \$

1,843,770.00 1,626,190



REVISED 6/22/2023

Gilbane Building Company 208a New London Turnpike Glastonbury, CT 06033 (860) 368-5100

EXHIBIT A - STAFFING MATRIX

Construction Manager Services – HVAC Upgrades at Various Fairfield Public School Locations

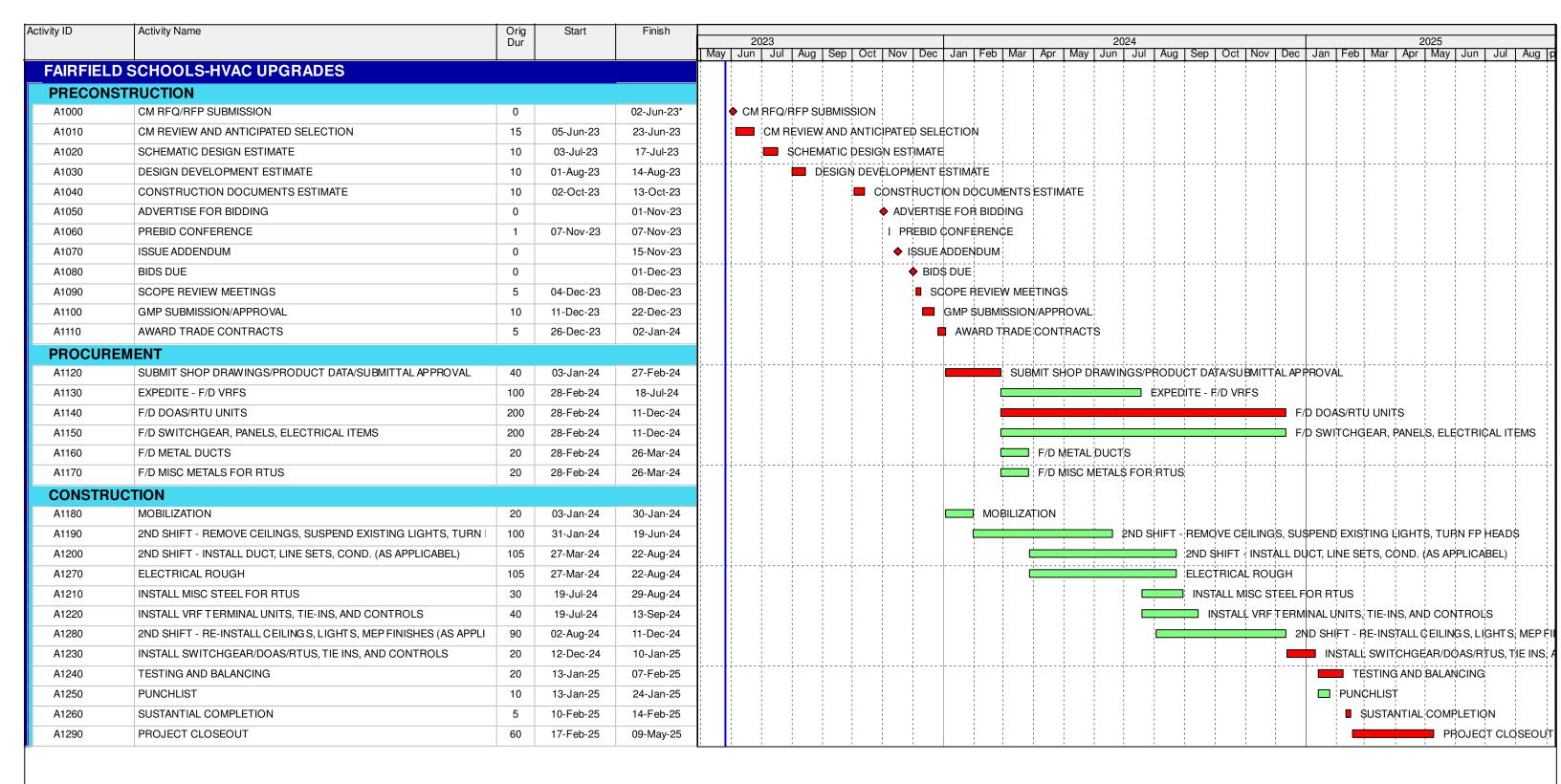
Fairfield - CT

REVISED 6/22/2023

Owner: Town of Fairfield A/E: BL Companies

		2023																			202	4												202	5									
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total		Jan	Feb	Mai	r Apr	May	Jun	Jul	Aug	Sep	Oct	Nov De	ec .	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Total Hours	Hourly Rate	To	otal Cost
Pre-construction														İ																														
Construction																																												
Closeout																																												
Pre-construction																																												
Sr Project Executive	0	0	0	0	0	32	32	32	32	32	32	32	224		0	0	0	0	0	0	0	0	0	0	0 0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	224	\$ 250) \$	56,00
Mechanical/ Electrical Estimator	0	0	0	0	0	92	0	116	0	132	0	0	340		0	0	0	0	0	0	0	0	0	0	0 0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	340	\$ 175	\$	59,500
Mechanical Estimator	0	0	0	0	0	76	0	132	0	132	0	0	340		0	0	0	0	0	0	0	0	0	0	0 0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	340	\$ 175	\$	59,500
Sr Scheduler	0	0	0	0	0	4	0	4	4	4	0	0	16		0	0	0	0	0	0	0	0	0	0	0 0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	\$ 160) \$	\$ 2,560
Project Manager	0	0	0	0	0	0	0	0	0	160	0	0	160		0	0	0	0	0	0	0	0	0	0	0 0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	160	\$ 140	\$	22,400
Cost Controller	0	0	0	0	0	0	0	0	0	4	0	0	4		0	0	0	0	0	0	0	0	0	0	0 0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ 180)	\$ 720
Chief Purchasing Agent	0	0	0	0	0	0	0	0	0	104	0	0	104		0	0	0	0	0	0	0	0	0	0	0 0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104	\$ 150	\$	15,600
Purchasing Agent II	0	0	0	0	0	0	0	0	0	104	0	0	104		0	0	0	0	0	0	0	0	0	0	0 0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104	\$ 110) \$	11,440
Environmental Manager	0	0	0	0	0	0	0	0	0	8	0	0	8		0	0	0	0	0	0	0	0	0	0	0 0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$ 160) \$	\$ 1,280
Project Accountant	0	0	0	0	0	0	0	0	0	24	0	0	24		0	0	0	0	0	0	0	0	0	0	0 0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$ 100) \$	\$ 2,400
Total Hours	0	0	0	0	0	204	32	284	36	704	32	32	1,324		0	0	0	0	0	0	0	0	0	0	0 0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,324		\$	231,400
																																						•			Discour	t (Lump Sum) \$ ((125,700
																																								Total P	recon Services	(Lump Sum) 10	05,700

Construction Phase							2	023	3												202	24												202	5									
Field Personnel	Jan	Feb	Ma	ar A	pr N	lay J	lun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total		Jan F	eb Ma	ar Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Total Hours	Hou	ırly Rate	Total Co
Project Manager	0	0	0		0	0	0	0	0	0	0	0	29	29	166	151	151	158	166	144	166	158	151	166	151	158	1,886		166 1	44 0	0	0	0	0	0	0	0	0	0	310	2,225	ç	140	\$ 311,5
Project Engineer	0	0	0		0	0	0	0	0	0	0	0	29	29	166	151	151	158	166	144	166	158	151	166	151	158	1,886		166 1	44 15	1 158	86	0	0	0	0	0	0	0	705	2,620	Ş	115	\$ 301,3
General Superintendent	0	0	0		0	0	0	0	0	0	0	0	29	29	166	151	151	158	166	144	166	158	151	166	151	158	1,886		166 1	44 15	1 158	86	0	0	0	0	0	0	0	705	2,620	Ç	135	\$ 353,7
Superintendent III	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	166	144	166	158	151	0	0	0	785		0	0 0	0	0	0	0	0	0	0	0	0	0	785	Ç	130	\$ 102,0
Superintendent III	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	144	166	158	151	166	151	158	1,094		166 1	44 7	2 0	0	0	0	0	0	0	0	0	382	1,476	Ç	130	\$ 191,8
Project Accountant	0	0	0		0	0	0	0	0	0	0	0	8	8	42	38	38	40	42	36	42	40	38	42	38	40	476		42	36	3 40	40	0	0	0	0	0	0	0	196	680	Ç	100	\$ 68,0
Construction Intern	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	166	144	166	158	0	0	0	0	634		0	0 0	0	0	0	0	0	0	0	0	0	0	634		\$ 40	\$ 25,3
Office Personnel																																									0			
Sr Project Executive	0	0	0		0	0	0	0	0	0	0	0	32	32	32	32	32	32	32	32	32	32	32	32	32	32	384		32	32 3	2 16	16	0	0	0	0	0	0	0	128	544	Ç	250	\$ 136,0
Safety Director II	0	0	0		0	0	0	0	0	0	0	0	0	0	8	8	8	8	8	8	8	8	8	8	8	8	96		8	8 8	0	0	0	0	0	0	0	0	0	24	120	Ş	180	\$ 21,6
Sr Operational Excellence Mgr	0	0	0		0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	8	0	0	0	0	16		0	0 8	0	0	0	0	0	0	0	0	0	8	24	Ş	180	\$ 4,3
Sr Scheduler	0	0	0		0	0	0	0	0	0	0	0	0	0	24	24	24	24	24	24	24	24	24	24	24	24	288		24	24 24	4 0	0	0	0	0	0	0	0	0	72	360	Ş	160	\$ 57,6
Chief Purchasing Agent I	0	0	0		0	0	0	0	0	0	0	0	0	0	80	0	0	0	0	0	0	0	0	0	0	0	80		0	0 0	0	0	0	0	0	0	0	0	0	0	80	Ş	150	\$ 12,0
Cost Controller	0	0	0		0	0	0	0	0	0	0	0	8	8	8	8	8	8	8	8	8	8	8	8	8	8	96		8	8 8	8	8	0	0	0	0	0	0	0	40	144	\$	180	\$ 25,9
Purchasing Agent II	0	0	0		0	0	0	0	0	0	0	0	0	0	80	0	0	0	0	0	0	0	0	0	0	0	80		0	0 0	0	0	0	0	0	0	0	0	0	0	80	\$	110	\$ 8,8
Environmental Manager	0	0	0		0	0	0	0	0	0	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	16		0	0 0	0	0	0	0	0	0	0	0	0	0	16	\$	160	\$ 2,5
Sr Accountant	0	0	0		0	0	0	0	0	0	0	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	24	F	2	2 2	2	2	0	0	0	0	0	0	0	10	36	\$	100	\$ 3,6
Total Hours	0	0	0		0	0	0	0	0	0	0	0	137	137	798	565	565	588	946	974	1112	1070	867	780	716	746	9,727	F	780 6	86 49	4 382	238	0	0	0	0	0	0	0	2,580	12,444	†		\$1,626,1
	•	•		•											•			•		•					•	-	•	•		•			To	tal C	onst.	Phase	e Gei	neral (Cond	ditions				1,626,1



REVISED 6/22/2023

Finish Date: 09-May-25 Data Date: 26-May-23

Data Date: 26-May-23 Run Date: 22-Jun-23 11:27 Page 1 of 1

CT-RFP-FAIRFIELD SCHOOLS



FAIRFIELD PUBLIC SCHOOLS

OSBORN HILL, NORTH STRATFIELD, FAIRFIELD WOODS





6/2/2023

RFQ/RFP #2023-121

Construction Manager Services – HVAC Upgrades at

Various Fairfield Public School Locations

Exhibit C – Gilbane Staffing Hourly Billing Rates

Please note the rates below are fixed and intended for billings and change orders, rates are good thru Dec. 2025.

Construction Staffing Hourly Rates:

•	Sr. Project Executive	\$250.00
•	Sr. Project Manager	\$150.00
•	Project Manager II	\$140.00
•	Sr. Project Engineer	\$120.00
•	Project Engineer III	\$115.00
•	Sr. General Superintendent	\$145.00
•	General Superintendent	\$135.00
•	Superintendent III	\$130.00
•	Superintendent II	\$120.00
•	Project Accountant	\$100.00
•	VDC Manager	\$115.00
•	VDC Engineer	\$85.00
•	Safety Manager	\$180.00
•	Scheduler	\$160.00
•	Cost Controller	\$180.00
•	Chief Purchasing Agent	\$150.00
•	Purchasing Agent II	\$110.00
•	Quality Control Engineer	\$180.00
•	Environmental Manager	\$160.00
•	AP Payroll	\$100.00
•	Intern	\$40.00

Pre-construction Staffing Hourly Rates:

•	Sr. Project Executive	\$250.00
•	Chief Estimator	\$190.00
•	Mechanical Estimator	\$175.00
•	Electrical Estimator	\$175.00
•	Cost Controller	\$180.00
•	Chief Purchasing Agent	\$150.00
•	Purchasing Agent II	\$100.00
•	Scheduler	\$160.00
•	Environmental Manager	\$160.00

BID PROPOSALS

Bid proposals are to be submitted in a <u>sealed envelope</u> and clearly marked on the outside <u>"RFQ/RFP #2023-121"</u> including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Adam B. Tulin, Director of Purchasing: Atulin@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND [Not Required]

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It wast be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter-of credit or eashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating; as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the sight as reject westy companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiseal.treasury.gov/fsreports/ref/suretyBnd/e570 a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/e570 a-z.htm

BOND REQUIREMENT - NON-RESIDENT CONTRACTORS

- 1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
- 2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

INSURANCE

Without limiting the Contractor's liability, the Contractor shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies.

B. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars (\$500,000) Employer Liability each accident.
- Five hundred thousand dollars (\$500,000) Employer Liability each employee by disease.
- Five hundred thousand dollars (\$500,000) Employer Liability policy limit coverage for disease.

Commercial General Liability Insurance:

- Bodily Injury, Personal Injury and Property Damage one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.
- Products/Completed Operations one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

Automobile Liability Insurance:

A combined single limit of one million dollars (\$1,000,000). This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work, and, rider CA9948 or equivalent

Pollution Liability:

One million dollars (\$1,000,000) each occurrence, one million dollars (\$1,000,000) aggregate.

Umbrella/Excess Liability Insurance:

• Five million dollars (\$5,000,000) each occurrence, five million dollars (\$5,000,000) aggregate. Such coverage must be follow form over Worker's Compensation, Commercial General Liability, Pollution Liability and Automobile Liability.

Indemnification: The Contractor shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages,

costs and expenses of any nature, including attorneys' fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the Contract.

"Tail" Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A-XV or otherwise acceptable by the Town's Risk Manager.

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town's Risk Manager prior to the commencement of work, as required herein.

Aggregate Limits: It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days' prior written notice shall be sufficient in the case of termination for nonpayment).

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town of Fairfield. The Town and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

Waiver of Subrogation: A waiver of subrogation in favor of the Town is required on all policies.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide insurance as required under this Contract.

Contractor's Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town's Risk Manager prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: https://www.dol.gov/whd/govcontracts/dbra.htm

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON-WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statues Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.



Fairfield, Connecticut 06824 Purchasing Department (203) 256·3060 FAX (203) 256·3080

ADDENDUM #1 RFQ #2023-121 Construction Manager Services-HVAC Upgrades at Various Fairfield Public School Locations

 8^{th} May, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

Clarification:

- 1. The <u>location</u> for the Pre-Bid Meeting has changed. The new location for the meeting is Old Town Hall, 611 Old Post Road, Fairfield. The time and date are the same; Thursday, 11th of May, 2023 at 11:00am.
- 2. The correct deadline to submit an RFI is 4:30pm on Thursday, 18th of May, 2023.

Company: Gilbane Building Company Na	_{ime:} Eric Cushman	Signature: En C	Date: 6/1/2023
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Fairfield, Connecticut 06824 Purchasing Department

(203) 256·3060 FAX (203) 256·3080

ADDENDUM #2 RFQ #2023-121 Construction Manager Services-HVAC Upgrades at Various Fairfield Public School Locations

17th May, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

- 1. The response date for this RFQ/RFP has been extended to 2:00pm, Friday, June 2, 2023.
- 2. Non-mandatory site visits will be conducted on Tuesday, May 23, 2023. The schedule is as follows:

Tuesday May 23 9:00AM - 10:00AM - Fairfield Woods Middle School-1115 Fairfield Woods Road Tuesday May 23 10:15AM - 11:15AM - Osborn Hill Elementary School-760 Stillson Road Tuesday May 23 11:30AM - 12:30PM - North Stratfield Elementary School-190 Putting Green Road

3. The new deadline to submit RFI is 4:30pm on Thursday, May 25, 2023.

Questions:

1. Can we schedule a site visit at each school? Please provide instructions.

Response: Yes. The FPS Director of Construction will escort prospective bidders around the schools as follows: (addresses are above)

Tuesday May 23 9:00AM - 10:00AM - Fairfield Woods Middle School

Tuesday May 23 10:15AM – 11:15AM – Osborn Hill Elementary School

Tuesday May 23 11:30AM - 12:30PM - North Stratfield Elementary School

2. We request that the proposal submission due date for RFQ/RFP be extended to 6/2/23.

Response: The RFQ/RFP deadline has been extended to 2:00pm, Friday, June 2, 2023.

Company:	Gilbane Building Company	Name:	Eric Cushman	Signature:	Date: 6/1/2023



Fairfield, Connecticut 06824 Purchasing Department

(203) 256·3060 FAX (203) 256·3080

ADDENDUM #3 RFQ #2023-121 Construction Manager Services-HVAC Upgrades at Various Fairfield Public School Locations

18th May, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

Questions:

1. Reference is made to page 7 of the RFP, The Proposal Form indicates "Fixed Fee for Schematic Design Estimate". Please advise as to how many estimates are required during the Preconstruction Phase, in addition to the Schematic Design Estimate indicated above.

Response: Estimates are required for Schematic Design, Design Development, and Construction Documents. The Schematic Design estimate will include 2-3 different HVAC system types for comparison, and be based on written narratives from BL Companies, the design engineer. The Design Development and Construction Documents estimates will be based upon drawings produced by BL Companies.

2. Please provide current design document status and anticipated timeline for issuance of the bid documents for each school project included in Phase I.

Response: The design was started in May 2023. The design team is currently working on the Schematic Design phase, with narrative completion expected during the first half of June, and associated cost estimates by the last half of June. The design team is also currently working on Design Development, which is expected to be complete approximately mid to late August. Completion of Construction Documents is expected by September 30, 2023.

					_ ,	/ _		
Company:	Gilbane Building Company	Name:	Eric Cushman	Signature: 2	21		Date:	6/1/2023



Fairfield, Connecticut 06824 Purchasing Department

(203) 256·3060 FAX (203) 256·3080

ADDENDUM #4 BID #2023-121 Construction Manager Services-HVAC Upgrades at various Fairfield Public Schools

30th May 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

Questions:

1. Please provide a start and finish of preconstruction to base our preconstruction services fee on. In addition, please provide a start of construction to base our General Conditions fee proposal. The RFQ/RFP indicates that Phase 1 schools need to be complete by 12/1/24 (Page 4). This information will ensure an equal comparison between proposing firms.

Response: At this point the Town can only provide the information already made available. The start/finish of pre-construction, and the start of construction is something that the successful CM proposer will outline for the Town.

2. Do the sections of our submissions have to be A-L as outlined in the RFP? If some of this information has been combined into fewer sections, for example items A-E, as well as items H-J, would it be acceptable to submit as such?

Response: Please ensure that all requested information is presented in your submission in an easy-to-follow and easy-to-locate format. The format the Town outlined is preferred, but the Town is not interested in a submission being more voluminous than necessary.

3. Reference is made to page 7, Item, L of the RFQ/RFP #2023-121. Since one budget has been provided for all three school projects, please clarify the intent of the CM Proposal Form to be one-pricing proposal form for all three schools and not three separate pricing proposal forms and that the intent is to award all of phase 1, North Stratfield, Osborn Hill and Fairfield Woods Middle School projects to one CM?

Response: Respondents shall utilize one pricing proposal form for Phase I in its entirety. The intent is to award this contract to a single CM firm.

	///	
Company: Gilbane Building Company Name: Eric Cushman	Signature:	Date: 6/1/2023

DRAFT AIA Document A133 - 2019

Standard Form of Agreement Between Owner and Construction
Manager as Constructor where the basis of payment is the
Cost of the Work Plus a Fee with a
Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year « » (In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

```
« Town of Fairfield
725 Old Post Road
Fairfield, Connecticut 06824 »« »
« »
« »
« »
```

and the Construction Manager:

(Name, legal status, address, and other information)

```
« Gilbane Building Company
208 New London Turnpike
Glastonbury, Connecticut 06033 »« »
« »
« »
```

for the following Project:

(Name, location, and detailed description)

```
« Fairfield Public School HVAC Upgrades at North Stratfield Elementary School,
Osborn Hill Elementary School and Fairfield Woods Middle School »

« »

« »
```

The Architect:

(Name, legal status, address, and other information)

```
« BL Companies
355 Research Parkway
Meriden, CT 06450 »« »
« »
« »
```

The Owner and Construction Manager agree as follows.



The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201^m-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT **EXHIBIT B INSURANCE AND BONDS**

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« HVAC (heating, ventilating, and air conditioning) improvements at each of the three specified RFQ/RFP 2023-121 - Construction Manager Services - HVAC Upgrades at Various Fairfield Public School Locations.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6: (Provide total and, if known, a line item breakdown.)

« <u>NEEDS TO</u>	<u>D BE DISCUSSED</u> »
§ 1.1.4 The C	Owner's anticipated design and construction milestone dates:
.1	Design phase milestone dates, if any:
	« Construction Document Phase to be completed by October 1, 2023 »
.2	Construction commencement date:
	« December January 2024 , 2023 »
.3	Substantial Completion date or dates:
	« December 31, 2024 » TBD with GMP
.4	Other milestone dates:
	« »
	Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below: requirements for fast-track scheduling or phased construction.)
« Phase cons	truction plan to be developed during pre-construction in collaboration with the Owner. »
	Owner's anticipated Sustainable Objective for the Project: describe the Owner's Sustainable Objective for the Project, if any.)
« »	
incorporate A into this Agra 2019 is incor 2019 into the Sustainab § 1.1.7 Other	The Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and AIA Document E234 TM –2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, element to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–porated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–agreements with the consultants and contractors performing services or Work in any way associated with oble Objective. *Project information: **Cial characteristics or needs of the Project not provided elsewhere.**)
« »	
§ 1.1.8 The (Owner identifies the following representative in accordance with Section 4.2: address, and other contact information.)
c/o Sal Mora Central Offic	hilding Committee bito, Director of Construction & Energy Management re/Fairfield Public Schools ighway East – Suite 201 06285 »
« » « »	

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

« Colliers Project Leaders, Project Management Oversight Consulant »

§ 1.1.10 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer: « Not Applicable »« » « » « » .2 Civil Engineer: « Not Applicable »« » « » .3 Other, if any: (List any other consultants retained by the Owner, such as a Project or Program Manager.) **Land Surveyor** Environmental Engineer § 1.1.11 The Architect's representative: (List name, address, and other contact information.) « Jesse Vose, P.E. **BL Companies** »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3: (List name, address, and other contact information.)

« Amar Shamas, P.E.

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

« Per Gilbane's Exhibit A - staffing plan included in their fee proposal dated June 2, 2023, as revised on June 22, 2023.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work: (List any Owner-specific requirements for subcontractor procurement.)

«All sub-contractors selected by the Construction Manager shall have experience in performing services on similar projects and are fully licensed in the State of Connecticutthe work is being performed. The Construction Manager shall provide the Owner with a list of all sub-contractors union or non-union status and identify those sub-contractors that have worked for the Owner on past Projects. The Construction Manager shall publicly bid the Work per the requirements of the State of Connecticut General Statutes regulating publicly bid work. The Construction Manager shall also conform to all pre-qualification requirements of C.G.S. §4a-100, prevailing wage rate laws and the Commission on Human Rights and Opportunity.—»

§ 1.1.15 Other Initial Information on which this Agreement is based:

« RFQ/P 2023-121– Construction Manager Services – HVAC Upgrades at Various Fairfield Public School Locations and addenda thereto. »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall may adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior written notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201TM–2017, modified, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017, modified, shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, <u>modified</u>, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017, <u>modified</u>, shall mean the Construction Manager.

§ 2.4 Contract Time

§ 2.4.1 The Construction Manager shall diligently prosecute the Work and achieve Substantial Completion of the entire Work not later than the Deadline for Substantial Completion and shall achieve Final Completion of the Work not later than the Deadline for Final Completion, subject to authorized adjustments of the Contract Time as provided in the Contract Documents. The Deadline for Substantial Completion is as noted in Section 1.1.4. The Deadline for Final Completion is as noted in Section 1.1.4.

§ 2.4.12 The Construction Manager shall diligently prosecute the Work and achieve Substantial Completion of the entire Work not later than the Deadline for Substantial Completion and shall achieve Final Completion of the Work not later than the Deadline for Final Completion, subject to authorized adjustments of the Contract Time as provided in the Contract Documents.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017, modified, referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility[CW1]

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation[CW2]

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.2.1 [CW3]The Construction Manager shall review progress drawings and specifications developed by the Architect to provide value analysis of construction materials and systems to the Owner and Architect in an attempt to maximize value within Owner's budget. The Construction Manager shall collaborate with the Owner and Architect to identify bidding packages to be distributed by the Construction Manager as required herein.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.3.4 [CW4]The Construction Manager shall assist the Owner and Architect in gaining the necessary approvals and permits required by governmental authorities. The Construction Manager shall attend public hearings, advise the Owner and Architect as appropriate in the securing of approvals and permits and will actively participate in the seeking of necessary approvals and permits for the Project.

§ 3.1.4 Project Schedule CW5

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: milestone dates for receipt and approval of pertinent information; submission of the Guaranteed Maximum Price proposal; components of the Work; preparation and processing of shop drawings and samples; times of commencement and substantial completion required of each Subcontractor; ordering and delivery of products, materials and equipment; including those that must be ordered in advance of construction; and the occupancy requirements of the Owner, showing portions of the Project having occupancy priority. If Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

§ 3.1.5 Phased Construction CW6

The Construction Manager, in consultation with the Architect and Owner, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates [CW7]

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest-approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect <u>or Owner</u> is providing cost estimating services as a <u>Supplemental Service</u>, and a discrepancy exists between the Construction Manager's cost estimates and the <u>Owner or</u> Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.6.4 [CW8]If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect. Documentation for any of the design phases determined to exceed the allocated budget shall be modified by the Architect as mutually agreed by the Architect, Construction Manager and Owner to establish a revised design and/or construction scope which is within budget construction Manager and Owner will revise their respective construction cost estimates to incorporate the documented revisions and reconcile the estimates until a mutually agreed design and scope has been reached within the allocated budget.

- § 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.
- § 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.
- § 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.
- § 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234TM–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

- § 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.
- § 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.
- § 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.11.4 Cw91Pre-Qualifications of Bidding Subcontractors and Suppliers

The Construction Manager shall prepare a list of firms to be recommended for inclusion of bidding on the trade contracts. The Owner and the Architect may direct deletion of any firm they do not wish to have included on the list. The Owner and the Architect may request additional firms to be added to the list subject to agreement by the Construction Manager. The Construction Manager shall incorporate requirements of Connecticut General Statute §4a-100 for trade contracts requiring prequalification of bidders. Upon receipt of bids, the Construction Manager, with input from the Owner and the Architect, shall confirm the qualifications of low bidders and validate that they have complete scope. The Owner will make the final decision based on recommendations by the Construction Manager and the Architect for the award of trade contracts and material purchases.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.12.1 CW101 Bidding Process for Construction Contracts

The Construction Manager with the assistance of the Architect, shall issue bidding documents to the prequalified subcontract bidders and conduct pre-bid conferences with the bidders. Bids will be submitted to the Construction

Manager and Owner. The Construction Manager shall solicit approximately five bids for each trade or specialty contractor package. A minimum of three bids must be received for each package unless specifically approved otherwise by the Owner. The Construction Manager shall meet with the bidders to review their approach to the work, scope of bid, ability to perform the work and solicit value engineering suggestions. As a result of these meetings, the Construction Manager shall recommend to the Owner that the subcontractor's bid be accepted or rejected for the respective trade packages based on compliance with the bid documents. Prior to recommending the acceptance of any subcontractors bid, the Construction Manager must demonstrate to the Owner and Architect that the scope and price submitted by the bidder is within the parameters of the Control Budget. The Construction Manager shall bid all trade packages per Connecticut General Statute §4b-91 and other applicable state statutes.

§ 3.1.12.2 CW11 Rejection of Bids

If the bids of the construction subcontractors are rejected by the Owner, the Construction Manager shall provide services as listed in Section 3.1.11.4, 3.1.12 and 3.1.12.1 to rebid the respective packages. Construction Manager shall be reimbursed for additional preconstruction services for rebidding, provided no error or action of the Construction Manager caused said rejection and rebid.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the .1
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the estimated Cost of the Work and the Guaranteed Maximum Price shall include a separately identified line item for the Construction Manager's contingency of no more than three......percent (....3%), a sum established by the Construction Manager for the Construction Manager's use with the Owner's written permission to cover costs arising under Section 3.2.2 and other

costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order. This Construction Manager's contingency (CM Contingency) shall be used to cover costs properly reimbursable under Article 6 (as amended). The CM Contingency is not allocated to any particular line item of the cost of the work and is established for the Construction Manager's use as may be required for costs incurred in the work from unforeseen causes that should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price (GMP). Such unforeseen causes include, but are not limited to (a) refinement and coordination of details of design (not inclusive of errors and omissions or programmatic change) within the scope of standards, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents; (b) labor and material overruns not inclusive of general conditions; (c) additional costs relating to trade contractor defaults, provided any such default is not due to the Owner's actions or failures to act; (d) costs associated with premium time expenses to expedite labor specifically to improve or correct the project schedule.

In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.4.1 Costs incurred as a result of the Construction Manager's or Subcontractor's error or non-compliant work will not be paid by the Owner or from the Construction Manager's contingency. These costs shall be borne by the Construction Manager or Subcontractor responsible for the error or non-compliant work. Costs incurred as a result of unassignable damage and Construction Manager error (not including negligence) is eligible as a Construction Manager Contingency expense only after all other options for recovery have been exhausted and as authorized by the Owner.

§ 3.2.4.2 Upon final completion of the project, if there are savings within the Construction Manager's Contingency line item in the GMP, the remaining Construction Manager's Contingency will be returned 100% to the Owner as a deduct change order.

§ 3.2.4.3 Subject to the Owner's advance, written approval as set forth below, the Construction Manager may utilize the Construction Manager's Contingency for any items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Work, and without resulting in any change in the Guaranteed Maximum Price. The Construction Manager need not seek pre-approval for incurring expense consistent with those items as allowed under Article 6, which have a value of less than \$5,000 [CW12]per individual occurrence. The Construction Manager shall update the Construction Manager's Contingency account balance on a monthly basis and review it with the Owner for the duration of the Project.

- § 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
- § 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.
- § 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.
- § 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.
- § 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 The Construction Phase shall commence on the earlier of and subject to the receipt of the applicable Building Permit:

- the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or
- the Owner's first authorization to the Construction Manager to:
 - (a) award a subcontract, or
 - (b) undertake construction Work with the Construction Manager's own forces, o
 - (c) issue a purchase order for materials or equipment required for the Work.

For purposes of Section 8.1.2 of A201 2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Manager shall furnish only skilled and properly trained staff for the performance of the Work. The key members of the Construction Manager's staff shall be persons agreed upon with the Owner. The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.1.3 Such key members of the Construction Manager's staff shall not be changed without the written consent of the Owner, unless such person becomes unable to perform any required duties due to death, disability, transfer or termination of employment with the Construction Manager. If a key member is no longer capable of performing in the capacity so agreed, the Owner and the Construction Manager shall agree on a mutually acceptable substitute.

§ 3.3.1.4 During the performance of the Work, the Construction Manager shall keep a competent superintendent at the Project site, fully authorized to act on behalf of the Construction Manager. Notice from the Owner of the Architect to such superintendent/project manager in connection with defective Work and instructions for performance of the Work shall be considered notice of such issues to the Construction Manager.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 CW13 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule that delineates a critical path of construction activities for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017, as modified. This construction schedule will serve as the baseline schedule when evaluating time extensions during the course of the Project.

§ 3.3.2.2.1 The Construction Manager shall create and maintain a detailed construction task schedule which tracks actual construction progress against the schedule established in the preconstruction phase of the Project. The Construction Manager shall communicate the schedule to the construction subcontractors, the Owner and the Architect, and take appropriate steps within the Construction Manager's authority to ensure all parties adhere to the schedule.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

- § 3.3.2.6 The Construction Manager is responsible for the coordination and oversight of all construction activities.
- § 3.3.2.7 The Construction Manager shall maintain supervisory and/or management personnel on site at all times when construction or construction related activities are taking place.
- § 3.3.2.8 The Construction Manager shall arrange and conduct a preconstruction conference with the construction subcontractors, the Architect and the Owner to cover the general practices, relationships of the parties, construction site rules, regulations, and procedures and to encourage positive working relationships among all parties.
- § 3.3.2.9 The Construction Manager shall maintain quality control of the construction progress by way of its full-time supervision on the site to ensure work is progressing in accordance with construction documents.
- § 3.3.2.10 The Construction Manager shall maintain job site records including all contracts for construction, construction documents, submittals, materials samples, as-built drawings, or other documentation relevant to the construction of the Project.
- § 3.3.2.11 The Construction Manager shall provide an appropriate onsite job office including space to conduct job meetings. The office will be of temporary construction, trailers or portable enclosures to maintain adequate conditions for its field personnel. The office will be equipped with, as a minimum, adequate heating and cooling lighting and office equipment, telephone, fax, copier and supplies.
- § 3.3.2.12 The Construction Manager shall maintain a construction cost accounting system which provides up to date costs for both actual expenses and anticipated costs. The accounting system must also provide comparisons of these costs to the design and construction control budget.
- § 3.3.2.13 The Construction Manager shall record and prepare proposals for change orders. The proposals for change orders shall be submitted to the Owner and the Architect for review, approval or rejection, and change order preparation by the Architect. A record listing all change orders proposed, rejected and approved shall be maintained by the Construction Manager.
- § 3.3.2.14 The Construction Manager shall be the sole source of all questions from subcontractors and suppliers relating to clarifications of the construction documents and changes to the construction contracts. The Construction Manager shall review all such requests for clarification and/or information from the subcontractors and suppliers, as appropriate, and forward these requests to the Architect for clarification with copy to the Owner.
- § 3.3.2.15 The Construction Manager, in cooperation with the Architect, shall prepare a list of required submittals for the Project at the earliest time possible after commencement of the construction phase. The Construction Manager shall prepare a schedule for each required submittal by each construction subcontractor to expedite and coordinate the receipt, review and ordering of materials within the necessary sequence of the construction.
- § 3.3.2.16 The Construction Manager shall endeavor to minimize or prevent construction activities from negatively affecting the ongoing working environment of the Owner.
- § 3.3.2.17 The Construction Manager shall create and maintain a construction site safety program to ensure all personnel in and around the construction areas are reasonably protected at a minimum to the requirements of the law. The Construction Manager shall monitor all activities on the site to promote safe and secure conditions.
- § 3.3.2.18 The Construction Manager shall develop a project close-out program including the assembling for transmittal to the Owner all operations and maintenance manuals, warranties, as-built drawings, approved materials submittals and any other records for delivery to the Owner.

- § 3.3.2.19 The Construction Manager shall arrange for Certificate of Occupancy as required by local jurisdictions.
- § 3.3.2.20 The Construction Manager shall attend or otherwise assist with public meetings, meetings with the Owner's employees or governmental conferences deemed necessary in the execution of the Project.
- § 3.3.2.21 The Construction Manager shall coordinate the start up, testing and training of Owner personnel as required under the construction documents. The Construction Manager shall also cooperate with the Commissioning Agent engaged directly by the Owner and shall manage and coordinate any necessary corrective work discovered during the commissioning process. The Construction Manager shall also arrange for and coordinate any warrantee work until the date one year after the date of substantial completion.
- § 3.3.2.22 The Construction Manager shall clean the construction area in the building and on the site and maintain these areas in an orderly and well-kept condition. All trash resulting from the construction activities, shall be properly and lawfully disposed of by the Construction Manager throughout the duration of the Project.
- § 3.3.2.23 The Construction Manager shall provide final cleaning of all areas prior to their being occupied by the Owner either temporarily or permanently.

ARTICLE 4 OWNER'S RESPONSIBILITIES

- § 4.1 Information and Services Required of the Owner
- § 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.
- § 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017, as modified, Section 2.2.
- § 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous

materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234TM 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, as modified, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

22, 2023. »

The Owner shall retain an Architect to provide services, duties and responsibilities as described in a AAA Document B133TM 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner may shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« Schematic Design Estimate: \$39,200.00 (for all three schools) Remaining Pre-Construction Services: \$66,500.00 Total Pre-Construction Services: \$105,700.00 »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

« Per Exhibit A – Staffing Matrix submitted with the Construction Manager's proposal dated June 2, 2023, revised June

Individual or Position	Rate	

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

« » % «per annum-»

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« Two and one-tenth of a percent (2.10%) of the estimated cost of the work including the Construction Manager's Contingency, which shall be converted to a lump sum when the Guaranteed Maximum Price is mutually agreed upon as provided herein. The Fee shall be paid in accordance with Section 11.1.7. -»

The Construction Manager shall be reimbursed for General Conditions Costs in accordance with the Construction Manager's proposal dated June 2, 2023 in the amount of One Million Six Hundred Twenty-Six thousand One Hundred and Ninety Dollars (\$1,626,190) and in accordance with the Staffing Hourly Billing Rates indicated in Exhibit C dated 6/2/2023

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« <u>The Construction Manager's Fee shall be increased on account of changes in the work by an amount equal to two and one-tenth percent (2.10%) of the cost of the change determined in accordance with Subparagraph 7.3.3.3 of the General Conditions »</u>

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« Subcontractor's overhead and profit shall not exceed 10% overhead and 5% profit for Subcontractors and Suppliers Work and 5% total overhead and profit on second tier Subcontractors work. Second tier Subcontractors overhead and profit shall not exceed 10% on the cost of their Work. »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed <u>w five</u> w percent (<u>w 5</u> w %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 [CW14]Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

«<u>Liquidated damages for failure to complete the construction as defined in the General Conditions will be assessed to the Construction Manager for each calendar day after the date for Substantial Completion identified in Paragraph 1.3 until Substantial Completion is actually achieved.</u>

If the Construction Manager fails to achieve Substantial Completion of the work in accordance with the Contract Times set forth above, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the following per diem amounts commencing [CW15] upon the first calendar day following the expiration of the Contract Time set forth above and continuing until the actual Date of Substantial Completion. Such

liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work, Liquidated damages shall be in the amount of five thousand dollars (\$5,000) per calendar day. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted shall be payable to the Owner, at the demand of Owner, together with interest from the date of the demand.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

«At the completion of the Project, if the Total Cost of the Work including the Construction Manager's Fee is less than of the savings shall inure to the benefit of the Owner.--

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.2.1 All proposed expenditures against allowances within the Guaranteed Maximum Price shall be reviewed with the Architect and Owner for approval prior to inclusion within any Application for Payment. The use of allowances within the Guaranteed Maximum Price for other than the specific purpose listed in the Guaranteed Maximum Price will not be permitted without specific approval from the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 In calculating costs of proposed change orders by the Construction Manager, the Construction Manager's fee for the proposed change order shall be at the same rate as that established in Section 5.2.1 of this Agreement.

§ 6.3.1.1 In calculating costs of proposed change orders by the Construction Manager, the Construction Manager's general conditions costs shall be from actual costs for the added general conditions items. Therefore, added costs for supervision will only be included if the change order includes an increase in contract time or acceleration of the Work.

§ 6.3.1.2 In calculating costs of proposed change orders by the Construction Manager, only the CM fee and general conditions shall be included as the Construction Manager's mark-up on those costs for the change order work as defined in Section 6.1 of this Agreement.

§ 6.3.1.3 In determining changes in Contract Time in proposed change orders submitted by the Construction Manager, additional Contract Time shall be determined to be an increase in time to complete the Project caused by the Work or circumstances described in the change order. Additional Contract Time will not be considered unless the Construction Manager provides documentation to the Architect and Owner that the circumstances described in the proposed change order has affected and lengthened the critical path schedule submitted with the Guaranteed Maximum Price proposal. If the proposed change order does not affect the critical path shown in the GMP base schedule, the Construction Manager's request for additional Contract Time will be rejected.

§ 6.3.21 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such charges in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.21.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, as modified, General Conditions of the Contract for Construction.

§ 6.3.32 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201 2017, as modified, General Conditions of the Contract for Construction. In the event of the parties' failure to agree upon a Guaranteed Maximum Price, this Agreement shall terminate in accordance with Paragraph 13.1.5 [CW16]-Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the

execution of Amendment No. 1 may be determined by any of the methods listed in Section 7.3.3 of A201-2017 as amended.

- § 6.3.43 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as modified, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
- § 6.3.54 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017, as modified, shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.
- § 6.3.65 If no specific provision is made in Article 6-Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 6-Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

- § 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Article 7 or as may be otherwise stipulated in the amendment of this Agreement Sections 7.1 through 7.7.
- § 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.
- § 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

- § 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops, per rates set forth in prevailing wage rates schedule for the Project, if applicable.
- § 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.
- § 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« »

- § 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, as approved in writing, by the Owner in advance.
- § 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.
- § 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.2.6 No labor costs shall be reimbursed to the Construction Manager for Construction Manager's own personnel unless specifically authorized in writing by the Owner in advance.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

- § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction § 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.
- § 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.
- § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items § 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.
- § 7.5.2 Reasonable Remember Remember of temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.
- § 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
- § 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.
- § 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

- § 7.6.1 Premiums for that portion of insurance and Performance and Payment bonds required by the Contract Documents that can be directly attributed to this Contract. Construction Manager shall bill its Risk Management Liability Insurance at a rate of \$8.659.97/\$1,000 of Contract Sum [SA17]
- § 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.
- § 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.
- § 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable, if applicable.
- § 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

- § 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017, as modified, or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.
- § 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.
- § 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017, as modified. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.
- § 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.
- § 7.6.7 Costs of document reproductions for large quantities such as bid specifications and bid drawings and delivery charges.
- § 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- § 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes solely between the Owner and Construction Manager, and other than those between Construction Manager and its subcontractors, suppliers, and/or consultants, [CW18] reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld. All legal issues should be immediately brought to the Owner's attention.
- § 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.
- § 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, as approved by the Owner, in writing in advance, other than to and from the Project site or Construction Manger's office.
- § 7.6.11.1 Costs associated with out-of-town travel except to or from project site or the Construction Manager's office.
- § 7.7 Other Costs and Emergencies
- § 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.
- § 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, as modified
- § 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager except as allowed by Section 3.2.4.1, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others. Notwithstanding anything to the contrary herein, in no event shall the Cost of the Work include the costs to repair or correct defective Work or Work not in accordance with the Contract Documents.
- § 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017, as modified, or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- Expenses of the Construction Manager's principal office and offices other than the site office (including, .3 without limitation, in house computer costs and other costs of doing business, services and related expenses to maintain such offices):
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- The Construction Manager's capital expenses, including interest on the Construction Manager's capital .5 employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- Costs, other than costs included in Change Orders approved by the Owner, that would cause the 8. Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.
- Costs to repair or correct defective Work or Work not in accordance with the Contract Documents except as allowed by Section 7.7.3.

§ 7.9.2 [CW19] Except as otherwise provided in Section 7.7.3 of this Agreement, costs due to the fault, negligence, or failure to fulfill a specific responsibility to the Owner as set forth in this Agreement of the Construction Manager, Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, [CW20] including but not limited to costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and repairing damage to properly not forming part of the Work. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 7.9.3 Penalties, fines or costs imposed by governmental authorities in connection with, or resulting from any violation of, or noncompliance with laws, regulations, codes, ordinances or directives by the Construction Manager or any Subcontractor.

§ 7.9.4. Cost of Work authorized or performed by the Construction Manager as described in Sections 7.9.1.1 through 7.9.1.10, not authorized in advance by the Owner, will not be reimbursed unless such work is within the approved Guaranteed Maximum Price [CW21].

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article

ARTICLE 10 [CW22]ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ 10.1 All records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by the Construction Manager on a cost-plus basis shall have the same obligations to retain records and permit audits as required of the Construction Manager.

§ 10.2 If requested by the Owner, the Construction Manager shall promptly, within 30 days, deliver to the Owner copies of all correspondence, estimates, budgets, breakdowns, accounting data, bid proposals, cost control information and any other documents relating to the Project, in a form acceptable to the Owner.

§ 10.3 Without limitation of the foregoing, the Owner shall have the right, at any time and from time to time, upon notice to the Construction Manager, to audit the Construction Manager's books and records in connection with the Work at the Construction Manager's offices excluding lump sum preconstruction costs, labor rate multipliers as listed in the Construction Manager's proposal and insurance rate of \$9.978.65/\$1000 [SA23] and competitively bid lump sum values provided by the subcontractors. The Construction Manager shall facilitate any such audit by making necessary facilities available to the Owner and its representatives.

§ 10.4 If any inspection by the Owner of the Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, including, without limitation, any untimely request for payment as described in [CW24], the Construction Manager shall pay the Owner upon demand, when the overage is in excess of 0.25% of the Work, all the overcharged amount along with the complete cost of the administrative expenses incurred in determining the overage. The requirements of this Paragraph 10.4 shall not apply to any portion of an overcharge which is the subject of a good faith dispute between the Owner and the Construction Manager.

ARTICLE 11 [CW25]PAYMENTS FOR CONSTRUCTION PHASE SERVICES § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect and Owner by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Based on the billings from subcontractors, vendors, and Construction Manager received by the 30th of the month, the Construction Manager will submit an Application for Payment to the Owner and Architect by the 1st day of the following month. Each Application will include all supporting documentation as required by this Contract. The Owner and Architect will complete their review and the Construction Manager will make changes (if required) by the 5th day of the month. The Owner shall make payment to the Construction Manager by forty-five (45) days following the date the Architect approved Application for Payment is received by the Owner. Construction Manager shall make payments to subcontractors and vendors within sevenfive (75) business days of receipt of payment from the Owner. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of interest in subparagraph 5.2.2 from and after the date when interest begins to accrue.

Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017, as modified, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- § 11.1.7.1 The amount of each progress payment shall first include:
 - .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
 - .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
 - .4 The Construction Manager's Fee, General Conditions, and site services computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- § 11.1.7.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017, as modified;
 - .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, as modified;
 - The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
 - 6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.7.3 The payment or partial payment of any Application for Payment by the Owner, including the final Application for Payment shall not constitute approval or acceptance of any Work or cost in such Application.

§ 11.1.7.4 Any provision to the contrary notwithstanding, Owner shall not be obligated to make any payment to Construction Manager if any one or more of the following conditions exist.

.1 defective Work not remedied;

- .2 reasonable evidence that the Work will not be completed within the Contract Time and/or established milestone dates and that the unpaid balance would not be adequate to cover actual or the anticipated delay;
- 3 reasonable evidence that the Work will not be completed for the unpaid balance of the Guaranteed Maximum Price;
- 4 failure to carry out the Work in accordance with the Contract Documents;
- .5 reasonable evidence that Construction Manager has failed to pay subcontractors and/or suppliers; or
- 6 Construction Manager becomes insolvent or files for bankruptcy.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five percent (5%)»

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« CM Fee »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201 2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, as modified, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.
- § 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.
- § 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.
- § 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017, as modified. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017, as modified. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.
- § 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017, as modified. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.
- § 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (*Insert rate of interest agreed upon, if any.*)

« » % « »

ARTICLE 12 [CW26]DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017, as modified. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required

as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, as modified, for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »	
« »	
« »	
« »	

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, as modified, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[« »] Arbitration pursuant to Article 15 of AIA Document A201–2017, as modified

[« X »] Litigation in a court of competent jurisdiction



If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 [CW27] TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017, as modified.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017, as modified.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, as modified, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017, as modified, shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017, as modified.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017. as modified, then the Owner shall pay the Construction Manager a termination fee as follows: (Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as modified; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, as modified, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017, as modified. Where reference is made in this Agreement to a provision of AIA Document A201–2017, as modified, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, as modified, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

- § 14.3.1.1 Commercial General Liability with policy limits of not less than « » (\$ « ») for each occurrence and « » (\$ « ») in the aggregate for bodily injury and property damage.
- § 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than « » (\$ « ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.
- § 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133TM–2019, as modified. Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133TM–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, as modified, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Other provisions:

§ 14.5.1 Other Conditions and Services

§ 14.5.1.1 Within seven (7) days of execution of any Amendment to this Agreement, Contractor shall provide Owner with a notarized list of the names and addresses of any entity or individual who or which have been engaged or will be engaged as a subcontractor or supplier to Contractor on the Project, as well as identifying the type of materials, service, equipment or labor to be supplied by them. Contractor shall provide the Owner with the names and addresses of any additional subcontractors or suppliers involved in the Work, along with the requested information, within five (5) days of engaging same. Failure to submit such information to the Owner shall serve as a basis for withholding payment to the Contractor. Contractor shall likewise require each of its subcontractors to provide it with similar information from its lower tier subcontractors and suppliers as a pre-condition to payment.

§ 14.5.1.2 In addition to other required items, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner and in compliance with applicable laws in the state in which the Project is located.

- .1 A current sworn statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has contracted, the amount of each such contract, the amount requested for the Application for Payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from Contractor establishing receipt of payment or satisfaction of the payment requested in the prioreurrent Application for Payment.
- .2 Commencing with the second Application for Payment submitted by Contractor, duly executed so-called "after-the-fact" waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities or disbursed prior to submittal by Contractor of the current Application for Payment.
- .3 Such other information or documentation as the Owner or Architect may reasonably require to verify payment or performance.

§ 14.5.1.3 In connection with Contractor's Final Application for Payment, Contractor shall provide a notarized Final Waiver of Liens as provided by the Owner. Contractor shall also submit the following, or similar documentation, with respect to amounts paid and/or owed by the Contractor to its Subcontractors, suppliers or any other entity with whom the Contractor has contracted for the Project: (1) AIA Form G706-Affidavit of Payment of Debts; (2) AIA Form G706A Affidavit of Release of Liens; (3) unconditional Final Waivers from all Subcontractors, suppliers, sub-subcontractors and others who have already been paid by the Contractor and its Subcontractors for their work, materials and/or equipment provided to the Project; and (4) conditional Final Waivers from all Subcontractors, suppliers, subsubcontractors and others who have not yet been fully paid by the Contractor or Subcontractor for their work, materials and/or equipment provided to the Project. The Contractor further agrees that final payment from the Owner to the Contractor or portions thereof, may be distributed by the Owner in the form of joint checks to satisfy the final payment amounts owed by Contractor to some or all of its Subcontractors, suppliers or others with whom the Contractor has contracted on the Project, or the Contractor shall provide other assurance, in a form satisfactory to the Owner, that upon release of final payment to the Contractor, all of these debts will be promptly and fully paid. The Contractor shall acknowledge, in writing, full and final payment upon the release of all remaining funds (whether paid directly to Contractor or, in whole or in part, by joint checks) and shall obtain unconditional Final Waivers from all Subcontractors, suppliers and others as those funds are promptly distributed.

«—»

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- AIA Document A133TM–2019, as modified. Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133TM-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133TM–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201TM–2017, as modified, General Conditions of the Contract for Construction
- 5 AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)



.6 Other Exhibits:

(Check all boxes that apply.)

[« »] AIA Document E234TM–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

[« »] Supplementary and other Conditions of the Contract:

Document Title Date Pages

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017, as modified, provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this

Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.) « The RFO/RFP #2023-121 for Construction Manager Services – HVAC Upgrades at Various Fairfield Public School Locations and addendum 1 through 3. Gilbane Building Company's proposal dated June 2, 2023 including fee proposal Revised fee proposal dated June 2, 2023 as revised on June 28, 2023 » This Agreement is entered into as of the day and year first written above. CONSTRUCTION MANAGER (Signature) OWNER (Signature) (Printed name and title) (Printed name and title)

DRAFT AIA Document A201™ - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«<u>Fairfield Public School HVAC Upgrades at North Stratfield Elementary School, Osborn Hill Elementary School and Fairfield Woods Middle Mill Hill Elementary School</u>»

«635 Mill Hill Terrace Southport, CT 06890 »

THE OWNER:

(Name, legal status and address)

«<u>Town of Fairfield</u> »« » «<u>725 Old Post Road</u> Fairfield, CT 06824 »

THE ARCHITECT:

(Name, legal status and address)

«<u>BL CompaniesSilver Petrucelli & Associates</u> »« » «355 Research Parkway Meriden, CT 06450<u>3190 Whitney Avenue</u> —<u>Hamden, CT 06518</u>—»

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.





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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. As used herein, "Contractor" shall also mean "Construction Manager."

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, except as set forth in Sections 5.3 and 5.4. (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect and Contractor shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 The terms "knowledge," "recognize," "observe" and "discover," their respective derivatives and similar terms, as used in the Contract Documents referring to the Contractor, shall be interpreted to mean what the Contractor knows (or should reasonably know), recognizes (or should reasonably recognize), observes (or should observe) and discovers (or should discover) in exercising the care, skill and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" shall be interpreted to mean reasonably inferable by

a contractor familiar with the Project and exercising the care, skill and diligence required by the Contract Documents.

§ 1.1.10 Terminology

- 1. Unless otherwise indicated the term "provide" shall include furnishing and installing a product, materials, systems, and/or equipment complete in place, fully tested and approved.
- 2. The terms "approved" and/or "approval" shall mean approved and/or approval in writing unless otherwise indicated.
- 3. The term "Contractor" shall also mean "Construction Manager" for purposes of this Agreement.

§ 1.2 Correlation and Intent of the Contract Documents

- § 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, that pertain to the performance of the Work, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.
 - .1 On the Drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale drawings.
 - .2 Before requesting the ordering of any material or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings.
 - .3 If a minor change in the Work is found to be necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Architect for approval before making the change.
 - .4 Contractor shall thoroughly acquaint itself with and comply with the terms, statutes, rules and regulations governing excavation in the area of underground utilities.
- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Contractor and all Subcontractors shall refer to all Contract Documents, including those not specifically showing the Work of their specialized trades, and shall perform all Work necessary to produce the results shown or reasonably inferable therefrom.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- § 1.2.4 Dimensions given on the Drawings govern scale measurements and large scale drawings govern small scale drawings. All documents are complementary and specific items of work are shown only where most appropriate for clarity. The Drawings are generally made to scale, but all working dimensions shall be taken from the figured dimensions, or by actual measurements taken at the job, and in no case by scaling. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing from the Architect.
- § 1.2.5 All indications or notations which apply to one or a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.6 It shall be understood that the Architect's drawings are diagrammatic and the Contractor and subcontractors shall work in cooperation with each other in determining the running of pipe duct, electrical, etc. lines and locating equipment. Any necessary variation shall be made to conform to the intent of the diagrammatic drawings without additional costs. Where there are intersections involving various piping and equipment, etc., particular consideration shall be given to clearance.

§ 1.2.7 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturers' written instructions unless specifically indicated otherwise in the Contract Documents.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights, except as may be required under the Agreement with the Owner. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery, or electronic transmission.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

§ 1.9 Character and Intent of Drawings

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The term "Owner's Representative" means the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.1.3 The Owner shall not be responsible for construction means, methods, techniques, sequences and procedures or for site safety except as stated in Article 6.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner §

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4.1 The Owner shall have the right to reject Work that it believes does not conform to the Contract Documents. However, neither this authority of the Owner nor a decision made to exercise or not exercise such authority shall give rise to a duty or responsibility of the Owner to the Contractor.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects fails to carry out the Work in accordance with the Contract Documents and fails within a tenseven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

- § 2.5.1 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.
- § 2.5.2 The rights stated in this Article and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.
- § 2.6 Owner's Right to Inspect the Work
- § 2.6.1 The Owner has the right to have full access to and inspect all portions of the Work for quality, progress and conformance to the Contract Documents.

§ 2.7 Commissioning

- § 2.7.1 The Owner will perform inspections and tests of systems to validate the proper installation and performance of the Work as intended and required by the Contract Documents. These tests and inspections may be performed by the Owner's Representative or by independent contractors or consultants.
- § 2.7.2 The commissioning activities performed by the Owner in no way relieve or replace the obligations of the Architect or the Contractor in their fulfillment of Contract obligations.
- § 2.7.3 The commissioning agent of the Owner will utilize information provided by the Architect for design intent and the Contractor for actual installation conditions.
- § 2.7.4 Any commissioning activities are at the sole discretion of the Owner and not a requirement of this Agreement.

ARTICLE 3 CONTRACTOR

§ 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract or any amendment thereto by the Contractor is a representation that the Contractor has visited investigated the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner shall not be required to make any adjustment in either the Contract Sum, Contract Time or any Milestone Date in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work and at frequent intervals during the progress thereof, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor, and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, t The Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. However, if the Contractor proceeds with the Work without such notice to the Architect, after having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents by the Contractor, the Contractor shall pay all costs arising therefrom.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations <u>unless they bear upon the performance of the Work</u>, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If any portion of the Contract Documents do not clearly define the Work, the Contractor shall immediately notify the Owner and Architect thereof, in writing, by utilizing a Request for Information (RFI) form, and shall request supplementary instructions before proceeding with such Work. If the Contractor proceeds with the Work without first obtaining such supplementary instructions, the Contractor shall make any repairs or corrections to the Work, as required by the Contract Documents, to complete the Work, at the Contractor's expense. If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3,2,2 or 3,2,3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, unless the Contractor recognized or should have recognized such errors, inconsistencies, omissions or differences and failed to report it to the Architect or Owner. Nothing in this Section 3.2.4 relieves the Contractor of the legal compliance requirements of Section 3.7.2.

§ 3.2.5 RFIs shall be submitted in a timely manner so as to cause no delay in the progress of the Work, and to allow adequate time for review and response prior to the date on which the Contractor's current schedule of submittals requires a subsequent submittal which is dependent on the information requested. Unless another period of time is reasonably requested and agreed to at the time of submittal, the Architect shall respond to each RFI within not more than seven (7) days after receiving it. It is understood that larger, more complicated RFIs shall require more than seven (7) days to review and respond, but shall be a reasonable amount of time as mutually agreed at time of submission. RFIs shall be sequentially numbered and logged and tracked by the Contractor regardless if the source of the RFI was from the Contractor or Owner.

§ 3.2.6 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect for responding to an unreasonable number of Contractor's Requests for Information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or project correspondence or documentation. Such amounts may be deducted by the Owner from any payment otherwise due the Contractor.

§ 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and safety precautions and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, e-procedures, and safety precautions, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall not proceed with that portion of the Workpropose alternative means, methods, techniques, sequences, or procedures. The Contractor shall then provide to the Owner and the Architect for review an alternative approach that satisfies the Contractor's concerns regarding the construction means, methods, techniques, sequences, or procedures and meets the intent of the Construction Documents. A resolution must be reached that is agreeable to the Architect, Owner, and Contractor before the disputed work proceeds. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors and for any damages, losses, costs and expenses, including, but not limited to, attorney's fees resulting from such acts or omissions, except for consequential damages per Paragraph 15.1.6
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- § 3.3.4 The Contractor shall be responsible for coordinating, scheduling, notifying and cooperating with the independent materials testing and special inspections services hired and paid for by the Owner as outlined in Section 2.2.6.
- § 3.3.5 The Contractor shall only use specifically assigned areas for parking, storage of materials, and construction operations unless other areas are authorized by the Owner. The Contractor shall comply with any and all local, municipal and state regulations regarding use of and parking on public streets.
- § 3.3.6 The Contractor shall arrange for and attend weekly job meetings with the Architect, the Owner's Project Manager, and such other persons as the Architect may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent, or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-Subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, Change Orders, time schedules, and manpower. Any notices required under the Contract may be served on such representatives. The recording of minutes for these job meetings and their timely distribution to the Owner and Architect shall be the responsibility of the Contractor unless agreed otherwise by the Owner, Architect and Contractor.
- § 3.3.7 The Contractor shall not be relieved of obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner in the Owner's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- § 3.3.8 The Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor acceptable to the Architect who shall establish the exterior lines and required elevations of all buildings and

structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as but not limited to roads utilities and site grading. The Engineer or Land Surveyor shall certify as to the actual location for the constructed facilities in relation to property lines, building lines, easements and other restrictive boundaries. Such information shall be turned over to the Owner as a part of Record Documents.

§ 3.3.9 The Contractor shall establish the building grade elevations, levels, columns, walls and partition lines required by the Contractor and Subcontractors in laying out their Work.

§ 3.3.10 The Contractor shall coordinate and supervise the work performed by Subcontractors to ensure that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of their work and the storage of materials.

§ 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
- § 3.4.4 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the project site. Protection of construction materials and equipment stored at the project site from weather, theft, damage, and other adversity is solely the responsibility of the Contractor.

§ 3.5 Warranty

- § 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architector Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.
- § 3.5.3 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.
- § 3.5.4 The Contractor expressly warrants its' Work for one year after the date of Substantial Completion. Contractor shall make any repair or replacement to the Work resulting from defective materials and/or workmanship. Contractor shall commence making the repairs or replacements required pursuant to this Warranty within ten days after the Owner gives written notice to the Contractor. In the event of Contractor's failure to make timely corrections, Owner shall have the right to make corrections and Contractor shall be responsible for immediate payment thereof. Any other specific or extended warranties are as identified in the Project Manual.

- § 3.5.5 The warranty required by this Section 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.
- § 3.5.6 The Contractor shall procure and deliver to the Architect, no later than thirty (30) calendar days after the Date of Substantial Completion, all warranties required by the Contract Documents.
- § 3.5.7 This Warranty shall include the repair and/or replacement of all damaged materials resulting directly from the defective materials and/or workmanship. This shall include but not be limited to furniture fixtures, equipment, finishes or any other affected materials or property.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. If the Owner is an institution exempt from sales tax, Bidders shall take this in consideration in calculating their bid. The Tax Exemption Number will be furnished to the selected Contractor. In addition, the Contractor and Subcontractors shall pay any and all compulsory taxes required or which may be imposed by any governmental agency, as applicable.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work. The Contractor shall be responsible for scheduling all tests and inspections required by authorities having jurisdiction.
- § 3.7.2.1 It shall be the responsibility of all Contractors to confer with the various inspection offices of the local, state, or federal agency having jurisdiction over this construction project with the intent of verifying acceptability of materials and methods of construction indicated and specified herein. The respective Contractors and/or Subcontractors shall visit the building inspector, plumbing inspector, electrical inspector, or any other inspection office having the authority for granting approvals or construction permits. The Contractor shall be responsible for scheduling all tests and inspections required by authorities having jurisdiction.
- § 3.7.2.2 All construction work shall be performed in accordance with all prevailing codes.
- § 3.7.2.3 Relative to the performance of the Work, it is the responsibility of the Contractor to determine what local ordinances, if any, will affect its Work. It shall check for any county, city, borough, or township rules or regulations applicable to the area in which the project is being constructed, and in addition, for any rules or regulations of other organizations having jurisdiction, such as chamber-of-commerce, planning commissions, industries, or utilities companies who have jurisdiction over lands which the Contractor occupies.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs, damages and expenses attributable to correction, and shall indemnify the Owner therefore, including supervision, reasonable attorney and professionals fees.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Bid and Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum

or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites, memorial objects such as signs, trees, stones, etc. or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

- § 3.8.2 Unless otherwise provided in the Contract Documents,
 - .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.
- § 3.8.4 No allowances shall be included in the Bid Documents by the Architect unless specifically requested by the Architect and approved in writing by the Owner.

§ 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Project Manager, Assistant Project Manager and Superintendent may not be removed without the prior written consent of the Owner. Owner reserves the right to have any employee of Contractor removed from the Project.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect and Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.
- § 3.9.4 The superintendent shall be in attendance at the project site at all times during the progress of the Work until the date of Substantial Completion, and for such time thereafter necessary for the completion of the Work.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, or as part of the Guaranteed Maximum Price (GMP) proposal, (if provided), shall submit for the Owner's and Architect's information-approval a Contractor's construction schedule for the Work, which will be considered the baseline schedule. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work, (4) submittal/product approval activities. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The baseline schedule shall be approved prior to submission of the first Pay Application.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. The submittal schedule shall be approved prior to the first Pay Application. The submittal schedule shall be updated and reviewed at progress meetings.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The construction schedule shall be in a detailed critical path method (CPM) type format satisfactory to the Owner and Architect which shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work, including but not limited to hazardous material remediation, demolition, furniture and equipment deliveries, Substantial Completion, move-in activities, commissioning, training, purch list, and final cleaning; (2) identify each phase of construction and occupancy; (3) identify float time associated with non-critical path activities and (4) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone Dates). Upon review and acceptance by the Architect and Owner, the construction schedule shall be deemed the Baseline Construction Schedule for the Project and will be used to determine the validity of Claims for Additional Time as identified in Section 15.1.5. This Baseline Construction Schedule can only be modified with approved changes in Contract Time through the execution of a Change Order. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner and Architect of any delays or potential delays. The construction schedule shall be updated regularly to reflect actual conditions or if requested by the Owner or at least monthly. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if/necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.10.5 At weekly or biweekly construction progress meetings, the Contractor shall submit detailed two (2) week look ahead schedules which depict specific activities to occur during that period.

§ 3.10.6 The Contractor shall schedule and conduct construction and progress meetings, on a frequency required to effect coordination, to discuss such matters as procedures, progress, problems and scheduling. The Contractor shall prepare and distribute minutes within three (3) working days of such meetings.

§ 3.10.7 The Contractor shall record the progress of the Project. Submit written progress reports not less frequently than monthly to the Owner and the Architect, including information on each Subcontractor and each Subcontractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. The Contractor will keep a daily log containing a record of weather, Subcontractor's Work or the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may require. Upon request, Contractor shall make the log available to the Owner and the Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall <u>make available maintain</u>, at the Project site <u>for the Owner</u>, the Contract Documents, including Change Orders, Construction Change Directives, <u>and</u> other Modifications, <u>baseline schedule</u>, <u>current schedule</u>,

schedule of submittals, RFI log and other documents related to the Project as directed by the Architect, in good order and marked currently to indicate record field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. A designated complete set of Contract Documents shall be maintained by the Contractor and kept onsite at all times with up-to-date red-line modifications that accurately record field conditions different than those shown on the original documents. These red-lined drawings shall be turned over to the Architect for record purposes no later than thirty (30) calendar days after the date of Substantial Completion. This set of "red-lined" drawings shall be maintained and kept current by the Contractor and their completeness shall be routinely inspected by the Architect and Owner. If these "red-lined" drawings are not maintained by the Contractor or kept current during construction, then the approval of Applications for Payment, as defined in Section 9.3, shall be denied.

§ 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action. The Contractor's approval shall be noted on the submitted item or in its transmittal letter, together with written notice of any deviation in the submitted item from the requirements of the Work and of the Contract Documents. In collaboration with the Architect, Contractor shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Date, Samples and other submittals.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Each Shop Drawing, Product Data, Sample and similar submittals shall have a cover sheet on them identifying the project name and address, contractor information, drawing and/or specification reference, submission date and contents of the submittal. Ample space shall be provided on this cover sheet to allow for the Contractor's and Architect's review stamps. The Contractor's approval shall be noted on the submitted item or in its transmittal letter, together with written notice of any deviation in the submitted item from the requirements of the Work and of the Contract Documents.
- § 3.12.6 By reviewing and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and (4) coordinated with information on Shop Drawings, Product Data, Samples, or similar submittals previously approved by the Architect or submitted by the Contractor for approval but not yet acted upon by the Architect, and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In approving Shop Drawings, Product Data, Samples, and similar submittals, the Architect shall be entitled to rely upon the Contractor's representation that such information is accurate and in compliance with the Contract.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. If the Contractor procures, performs or installs portions of the Work without required approvals, the Contractor does so at its own risk and such Work may be removed or replaced with approved Work at no cost to the Owner.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. Any submittals forwarded to the Architect for review that includes a deviation from the requirements of the Contract Documents or is not the specific make, model or manufacturer that was listed in the Contract Documents, shall have a completed Substitution Request Form attached to the submittal. This Substitution Request Form shall be provided by the Owner. Unless such deviation is identified by utilizing the Substitution Request Form, the Contractor shall not be relieved of the responsibility for the specific requirements of the Contract Documents even though the subject submittal was approved by the Architect. The Contractor shall not be relieved of responsibility for the Contractor's, Subcontractor's or Vendor's errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional who shall have and maintain reasonable limits of insurance, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, and accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.11 Services provided by the Architect to evaluate Contractor product substitution requests or to review shop drawings or other project submittals which are required to be submitted more than three (3) times shall be paid for by the Contractor to the Owner.

§ 3.12.10.2.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

- § 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.
- § 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.
- § 3.13.4 The Contractor shall only use specifically assigned areas for parking, storage of materials, and construction operations unless other areas are authorized by the Owner. The Contractor shall comply with any and all local, municipal and state regulations regarding use of and parking on public streets. Access to the site/building will be through Owner approved paths.

§ 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, On a regular basis, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed, and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust marks, and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor's expense.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.
- § 3.15.3 All areas of new or existing construction which are damaged during the Project shall be restored to their original condition by the Contractor responsible for said damage or disturbance.
- § 3.15.4 The Contractor shall be responsible for temporary site and building dust and dirt control through the use of temporary enclosures, partitions, site watering, calcium chloride or other approved means.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

- § 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officers, directors, shareholders, trustees, affiliates, insurers, agents, and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.
- § 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- § 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall, but not by way of limitation, specifically include, without limitations, all fines, penalties and punitive damages arising out of, or in connection with, any (1) violation of or failure to comply with any governmental requirements by the Contractor or any person or entity for whom the Contractor is responsible, (2) method of execution of the Work, or (3) failure to obtain, or violation of, any permit or other approval of a public authority applicable to the Work by the Contractor or any entity for whom the Contractor is responsible.
- § 3.18.4 In the event that the Contractor fails or refuses to indemnify any indemnitee hereunder, in addition to all other obligations and upon adjudication in favor of an indemnitee, Contractor shall be responsible for any and all costs associated with the Owner compelling the Contractor to comply with its obligations.
- § 3.18.5 The Owner shall cause any other contractor who may have a contract with the Owner to perform construction or installation Work in the areas where Work will be performed under the Owner/Contractor Agreement, to agree to indemnify the Owner and Contractor and hold them harmless from all claims for bodily injury and property damage that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to the Owner and Contractor. Such indemnifications shall not be applicable after the date of Substantial Completion as defined in Paragraph 9.8
- § 3.18.6 The obligations of the Contractor under this Paragraph 3.18, shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

§ 3.19 Commissioning

- § 3.19.1 The Contractor will provide access to the Work as well as support and coordination to the Owner for the commissioning activities as described in Section 2.6.
- § 3.19.2 Any and all deficiencies identified during the commissioning process, that are not design related, will be the responsibility of the Contractor to correct or complete in order to comply with and fulfill the requirements of the Contract Documents. These deficiencies must be corrected or completed as a condition for the issuance of the final Certificate for Payment.
- § 3.19.3 The requirements of the Contractor to support the Owner's commissioning process may include 1) balancing reports of mechanical systems approved by the Architect; 2) provision and coordination of training as required by the Contract Documents; 3) cooperation of Contractor's personnel with the Owner's commissioning personnel; 4) access to specific equipment or portions of the Work; 5) provision of systems and equipment documentation; and 6) provision of Operations and Maintenance Manuals.

ARTICLE 4 ARCHITECT

§ 4.1 General

- § 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
- § 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

- § 4.2.1 The Architect <u>and Owner</u> will provide administration of the Contract as described in the Contract Documents and <u>will be an the Architect and Owner's Representative will be the Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.</u>
- § 4.2.2 The Architect and Owner will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor Owner will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect and Owner will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not Neither the Architect nor Owner will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect and Owner will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Representative, if retained, about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications between the Architect and Contractor shall be confirmed in writing to the Owner's Representative. Communications between Owner's Representative and Contractor shall be confirmed in writing to the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has and Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner considers it necessary or advisable, the Architect and Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or

responsibility of the Architect <u>or Owner</u> to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept and intent expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.8.1 The Architect will evaluate substitutions proposed by the contractor, whether as part of a cost reduction procedure or as otherwise, which are prepared and submitted in accordance with the requirements of subparagraphs 3.4.2. Such evaluation and any action taken by the Architect with respect thereto shall be performed within 14 calendar days, or as requested in writing, as may, in the Architect's professional judgment be required to permit adequate review. The Owner shall evaluate and approve or take other appropriate action upon contractor proposed substitutions and the architect's recommendations with respect thereto, which evaluation shall include, but not be limited to, a review of the total net change to project cost, taking into account the proposed change to the construction cost, the possible additional services costs of the architect, and the possible change in the contract sum, the contract time, or the requirements of the contract documents as a result of an Owner approved substitution shall be reflected in a Change Order.
- § 4.2.9 The Architect and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Architect may, as the Architect judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be affected by field order, or notice to the Contractor, and provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents, the Work shall be executed in accordance with such additional drawings or instructions without additional cost or extension of Contract Time. If the Contractor claims additional cost or time on account of such additional drawings or instructions, it shall give notice provided in Section 15. Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith. The Architect shall not be required to render interpretations the sole or primary purpose of which is the resolution of jurisdictional disputes between Contractor and Subcontractor or between Subcontractor and Subcontractor.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

- § 4.2.13 The Architect's Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon fourteen (14) calendar days or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. The issuance of additional Drawings or Specifications shall not, in itself, serve as a basis for adjustment of cost or time.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

- § 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.
- § 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.
- § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work
- § 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after, but no later than—days after the award of the Contract, shall notify the Owner and Architect concurrently of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner and Architect to provide notice within the 14 day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.
- § 5.2.5 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subsubcontractors.

§ 5.3.2 Any entity other than the Contractor (i.e. subcontractors, venders, suppliers, etc.) shall not have the right to require mediation, arbitration, or litigation of any dispute in those cases in which the Owner is a party or in which the outcome could affect the Contract Sum or the Contract Time, except at the sole discretion of the Owner.

§ 5.3.3 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Each subcontract shall specifically provide that the Owner shall only be responsible to the subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

- § 6.1.3 <u>Unless otherwise required in the Contract Documents</u>, <u>The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.</u>
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, unless mutually agreed otherwise by Owner and Contractor.
- § 6.1.5 The Owner reserves the right of access to any part of the Project at all times to inspect the same or to install other Work either with its own forces or with separate contractors hired by the Owner. Such access is not to be construed to mean partial occupancy by the Owner and no claim for increase in the Contract Time or Sum will be considered unless such Owner's contractors have delayed or damaged the Contractor's Work. The Contractor shall permit the Owner to place and install as much furniture, equipment and other material during the progress of the Work as is possible before completion of the various parts of the Work and agrees that such placing and the installation of equipment shall not in any way evidence the completion or acceptance of the Work or any portion of it.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
- § 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.
- § 6.2.5.1 If a separate contractor sues or initiates a mediation, arbitration or litigation proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.
- § 6.2.6 The Contractor shall consult with its subcontractors and other contractors as soon as possible after execution of the Contract to coordinate all work phases in order that the Project as a whole can be completed in a professional and expeditious manner.

§ 6.2.7 If a separate contractor sues or initiates a dispute resolution proceeding against the Owner on account of any damage or delay alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall indemnify, defend and hold the Owner harmless from any damages, costs or expenses.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The decision as to whether the Change Order work is executed via a Change Order, Construction Change Directive, or a minor change in the Work is the decision of the Owner.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires signature by the Owner and Architect and may or may not be agreed to by the Contractor. Except as permitted in Sections 7.3 and 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order or by Construction Change Directive. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement signature by the Owner and Architect and may or may not be agreed to by the Architect and/or Contractor. Except as permitted in Sections 7.3 and 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order or by Construction Change Directive, Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents. -An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
- § 7.1.4 The Contractor's itemized accounts for all expenditures or savings for additions to, or deductions from, the Work in the Contract Documents shall at all times be open to inspection by the Owner and Architect.
- § 7.1.5 Proposed changes in the Work requested during the construction period shall be priced by the Contractor and submitted to the Architect and Owner for review, in such form as the Architect and Owner may require, within ten (10) calendar days following the Contractor's receipt of the request. The Contractor shall promptly revise and resubmit such proposal if the Architect and Owner determine that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect or Owner, in order to establish the exact cost of new Work added or previously required Work omitted, the Contractor shall obtain and furnish to the Architect and Owner bona fide proposals from recognized suppliers for furnishing and material included in such Work, Such proposals shall be furnished at the Contractor's expense.
- § 7.1.6 The Contractor's proposal for a change in the Work, (Change Order Request), shall be itemized completely and shall include: Specific number of calendar days for additional time (if applicable); all material costs and quantities accompanied by the original manufacturer invoices; labor wages; unit prices; subcontractor costs; mark ups; equipment costs, profit, overhead, general conditions, fees, bond costs and approved daily time sheet tickets for work performed under the utilization of labor rates. The Architect's and Owner's refusal to approve a Change Order or Change Order Request due to the Contractor's lack of itemized backup information shall not be used to substantiate a claim for additional time.

§ 7.1.7 The methods used in determining the adjustment to the Contract Sum due to the change in the Work may include those listed in Section 7.3.3 and are at the discretion of the Owner.

§ 7.1.8 If the method utilized to execute the Change in the Work is based on the labor rates, unit prices and material costs, then actual daily time sheets/tickets, approved by the Superintendent and the Owner, must accompany the Change Order, Construction Change Directive, or minor change in the Work. Not including these actual daily time sheets/tickets, approved by the Superintendent and the Owner, with the Change Order, Construction Change Directive, or minor change in the Work may be cause for their rejection.

§ 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
 - .1 The change in the Work;
 - .2 The amount of the adjustment, if any, in the Contract Sum; and
 - .3 The extent of the adjustment, if any, in the Contract Time.
- § 7.2.2 Agreement on any Change Order shall constitute a final settlement on all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.
- § 7.2.3 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3 and are at the discretion of the Owner.
- § 7.2.4 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both addition and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The Owner may also by Construction Change Directive order work to be performed that has been interpreted by the Owner or Architect to be part of the Work but is disputed by the Contractor through submission of a Claim.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order or work interpreted by the Owner or Architect to be part of the Contract.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - The Cost of the Work as defined in Article 6 of the Owner/Contractor Agreement for the Change in the Work; Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - 2 a General Conditions factor of six percent (6%) for Change Orders which do not impact the Substantial Completion Date. For Change Orders which do impact the Substantial Completion Date, the General Conditions shall be subject to an equitable adjustment and Unit prices and rates stated in the Contract Documents or subsequently agreed upon;
 - .3 the Contractor's Fee as described in Subparagraph 5.1.2. of the Owner/Contractor AgreementCost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee: or
 - .4 As provided in Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect and Owner shall determine the adjustment on the basis of reasonable expenditures and savings of

those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, as determined per Sections 3.5, 3.6 and 3.7 of the AIA A701-1997, modified, Instructions to Bidders and the Bid Form or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect and Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed:
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect and Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect and Owner determines, in the Architect's and Owner's professional judgment, to be reasonably justified. The Architect's and Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agrees with a determination made by the Owner and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect, with approval from the Owner, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect and Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- § 8.2.4 If in any Application for Payment the total value of the completed Work in place, as certified by the Architect, is less than 95% of the total value of the Work in place estimated in the Progress Schedule, the Owner may, at the Owner's option, require the Contractor to accelerate the progress of the Work without cost to the Owner, but within the GMP, by increasing the work force or hours of work, or by other reasonable means approved by the Owner and Architect.
- § 8.2.5 If each of three successive Applications for Payments, as certified by the Architect, indicates that the actual Work completed is less than 95% of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may, at the Owner's option, treat the Contractor's delinquency as a default justifying the action permitted.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor employed by the Owner; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Architect and Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect and Owner may determine. In the event of delays not caused by and beyond the control of Contractor, Contractor may submit a change order request for additional General Conditions and/or General Requirements arising out of such delay.

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect and Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect and Owner may determine.

- § 8.3.2 Claims relating to time shall be <u>invalid unless</u> made in <u>strict</u> accordance with applicable provisions of Article 15.
- § 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, the Contractor's remedy for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity (4) other delays identified in Section 8.3.1, or (5)other similar claims (collectively referred to as "Delays") whether or not such Delays are foreseeable, shall be an extension of

time in which to complete the Work if permitted under Section 8.3.1. In the event of a concurrent delay by the Owner, the parties agree to share in proportion to their fault, the direct cost and time associated with said delay. In no event shall the Contractor be entitled to any other remedy or compensation or recovery or any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise, other than as set forth in this Section. In the event of a delay, the Contractor may submit a claim as an increase to the GMP to recover from the Owner the Contractor's general conditions costs, equipment storage costs, increased direct costs of performance, demobilization and remobilization costs and other direct and unavoidable costs incurred during the period of such delay, but only to the extent delay is not caused by the Contractor. Contractor shall not be entitled to recover any consequential damages including, by way of example, interest on working capital, unabsorbed home office overhead or lost opportunity costs.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect and Owner. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. The description of the Work shall be sufficiently broken down to indicate labor and material costs associated with each area of Work. Any breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work, will be rejected. The Schedule of Values shall be revised if later determined by the Owner or Architect to be inaccurate. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, In order to expedite monthly payments during the course of the Project, the Contractor shall prepare for the Architect's and Owner's review a preliminary draft of the Application for Payment (pencil copy), at least approximately ten (10) days before the end of each month. The payment period shall conclude on the last of that month. Then, five (5) days before the end of each month the Contractor shall have made mutually agreed modifications of the pencil copy and the Contractor shall submit to the Architect and Owner for approval an itemized Proposed Final Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required. The Contractor shall utilize and submit AIA G702 and G703 and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 Payments for changes in the Work which have not been formally approved in a Change Order, shall not be included.

As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.1.3 The Application for Payment will reflect the amount due to the Contractor for the cost of the Work less retainage as determined in the Owner-Contractor Agreement.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- § 9.3.2.1 In addition, for consideration of payment for stored products:
 - (a) Storage shall be agreed upon in advance prior to shipment;
 - (b) Location of storage shall be agreed upon in advance;
- (c) Contractor shall be responsible for, and pay costs of, the verification and inspection of storage;
 - (d) Insurance certificate required for stored items; and
 - (e) Bill of sale from supplier to verify transfer of goods to the Owner
- § 9.3.2.2 Schedule of Values and Construction Schedule will be considered in decision on any specific request for payment for storage.
- § 9.3.2.3 Payment for material and equipment delivered and stored shall not relieve Contractor of responsibility for furnishing equipment and material required for the Work in the same manner as if such payment were not made.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.
- § 9.3.4 To the extent payment has been made by the Owner for amount due, Contractor hereby expressly waives, releases and relinquishes any and all right to maintain, or have filed or maintained, any mechanic's lien or claim against the aforesaid premises, or any part thereof, or any building or buildings thereon, for or or account of any work, labor and materials performed or furnished under this Agreement, and agrees that no such lien or claim shall be so filed or maintained by or on behalf of Contractor; and Contractor further agrees to save the Owner harmless from the lien or claim of liens against the aforesaid premises or any part thereof, or any buildings thereon, of any subcontractor, or any persons acting through or under the Contractor and agrees, that if at any time there shall be any evidence of the filing or maintenance of any such lien or claim for liens, the Owner shall have the right to deduct from the amount otherwise due to the Contractor hereunder, an amount sufficient to indemnify it for any or all loss or damages which may result from such lien or claim; and the Contractor further agrees that this waiver shall be an independent covenant, and shall operate and be effective, not only with respect to materials furnished or labor performed under and any Agreement supplemental to this principal Agreement and under any Agreement for extra labor or materials for the above described premises and buildings.
- § 9.3.4.1 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a waiver of lien on account of prior payments from each Subcontractor. This waiver of lien shall include the dollar amount that the Subcontractor has been paid to date.

§ 9.3.4.2 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a statement from each Contractor and Subcontractor certifying that there are no delay claims for the period being paid.

§ 9.3.5 To the extent payment has been made by the Owner for amounts due, Owner shall be entitled to withhold payment to Contractor upon receipt of notice of any intent to file a bonafide lien in an amount sufficient to protect the interests of the Owner. Owner shall allow Contractor a reasonable opportunity to bond off a lien. Owner shall have the right, with the Contractor's reasonable consent to resolve any lien claims and deduct the costs thereof from any amounts due Contractor. In the event sufficient funds are not due Contractor, Contractor shall immediately pay to Owner any sums paid by Owner to resolve lien claim(s) upon demand.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within <u>fiveseven</u> days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect <u>and Owner</u> determines is properly due, and notify the Contractor <u>and Owner</u> of the Architect's <u>and Owner</u>'s reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor <u>and Owner</u> of the Architect's <u>and Owner's</u> reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and beliefprofessional judgment, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 failure to maintain specified record documents relating to the Work;
- 9 failure to provide lien waivers as required herein; or
- .10 failure to provide response to on-going construction commissioning reports.

- § 9.5.2-When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. In no event shall joint payment create any obligations or contracts between Owner and a Subcontractor or supplier or create any rights in such Subcontractor or supplier against the Owner.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within

seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven-fourteen additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 Notwithstanding anything to the contrary, in no event shall the Contractor stop the Work in connection with any withholding of payment covered under Section 9.5.1

§ 9.7.3.Liens

(1) If any subcontractor, vendor, or any other party for whom the Contractor is responsible files any lien against the Project and/or the Project site, the Contractor shall discharge such lien within fifteen (15) calendar days of the Contractor's learning of such lien, unless the Owner requests that the Contractor obtain a lien discharge bond in which case the Contractor shall obtain within the same fifteen (15) calendar day period, at no cost to the Owner, a lien discharge bond for which both the surety and the form of bond are acceptable to the Owner, (2) If the Contractor fails to discharge such lien (or, if requested by the Owner, fails to obtain a lien discharge bond acceptable to the Owner) within such fifteen (15) calendar day period, the Owner shall have the right to withhold from the next progress payment or any other sum payable to the Contractor an amount equal to one hundred and fifty percent (150%) of the total of (i) the amount of such lien plus (ii) reasonable costs and expenses the Owner may incur related to such lien. The Owner may either: (i) apply amounts so withheld to discharging such lien and paying the costs and expenses for such discharge; or (ii) retain such amounts (including amounts for costs and expenses) until such liens are discharged by the Contractor, thereafter crediting to the Contractor any amounts remaining after payment of the costs and expenses the Owner incurs related to such lien. (3) The Contractor shall defend, indemnify, and hold harmless the Owner from all costs and expenses incurred by the Owner in connection with such liens, unless and to the extent that such liens are the result of the Owner's failure to make timely payment of amounts due to the Contractor in accordance with the requirements of the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when (1) the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents; so that (2) the Owner can occupy or utilize the Work for its intended use; (3) the issuance of a formal Certificate of Occupancy by the authority having jurisdiction; (4) the premises have been cleaned as per Section 3.15; and (5) only minor items remain to be corrected or completed that have no significant interference with the Owner's use of the Work.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion which the Owner agrees to accept separately, is substantially complete, as defined in Section 9.8.1 above, the Contractor shall notify the Architect and Owner in writing and shall prepare and submit to the Architect (1) a comprehensive list of items to be completed or corrected prior to final payment and (2) all Certificates of Occupancy and applicable permits required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Architect and Owner. Promptly after receiving such notice, the Architect will conduct a preliminary review to determine whether or not the Documents are generally complete and correct. If the Architect finds on the basis of this review that the Contractor's notice and supporting documents are not generally complete or correct, the Architect will return them to the Contractor for revision and resubmittal, describing in general the additions or corrections required. If the Architect finds on one preliminary review of the Contractor's resubmittal that the resubmitted notice and supporting documents are still not generally complete and correct, the Contractor shall again correct and resubmit them, and shall, in addition, reimburse the Owner for the cost of any change in the Architect's services resulting from such a second and any subsequent preliminary reviews. When the Architect finds on the basis of a preliminary review that the Contractor's notice and supporting documents are substantially complete, the Architect will proceed as stated in Section 9.8.3 below. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner's inspection discloses any item, whether or not included on the Construction Managerontractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion,

complete or correct such item upon notification by the Architect <u>or Owner</u>. In such case, the Contractor shall then submit a request for another inspection by the Architect <u>or Owner</u> to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. This list will be comprised of all items identified by the Contractor, Architect and Owner. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof in accordance with Section 9.8.6. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 The retainage, as determined by the Owner Contractor Agreement, will continue to be withheld in full, and the Owner will release such retainage within thirty (30) days after the date of the issuance of a Certificate of Substantial Completion by the Architect. The Owner will continue to hold retainage in an amount of one hundred fifty percent (150%) of the estimated cost of incomplete or unsatisfactory work. Further, the Owner will consider a reduction of retainage on a trade-by-trade (subcontractor-by-subcontractor) basis based upon their satisfactory progress and/or substantial completion of their Work prior to project Substantial Completion.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor-or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief professional judgment, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner prior to submission of the final Application for Payment. The final payment will not be made by the Owner until all close-out documents including as-built documents, operation and maintenance manuals, training and any other requirements identified in

the Contract Documents have been received and accepted by the Owner and provided in the media and format requested by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect and Owner so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.3.1 If after one hundred twenty (120)ninety (90) calendar days after Substantial Completion of the Work, or as otherwise stated in the Owner-Contractor Agreement, Final Completion thereof is not achieved due to actions or inaction of the Contractor, the Contractor shall reimburse the Owner for any and all costs incurred by the Owner for professional fees, including those of the Architect and Owner's Representative.

- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
 - .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Owner assumes no responsibility or liability for the safety of the Project site. Contractor shall be solely responsible for providing a safe place for the performance of the Work.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party as soon as possible after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, <u>written</u> notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor shall immediately report in writing to the Owner and Architect all accidents out of or in connection with the Work that caused death, personal injury or property damage, giving names of those involved and any witnesses.

- § 10.2.10 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.
- § 10.2.11 The Contractor shall, at all times, be responsible for maintaining fire safety on the site, including prompt removal of all combustible rubbish, provision of fire extinguishing apparatus, and other measures, and/or services specified herein or required by the State Fire Marshal or other authority having jurisdiction. If such authority determines that the Contractor has failed to provide or maintain adequate fire safety, the Contractor shall, at its own expense, provide any compensatory services, equipment or devices required by the authority having jurisdiction, including but not limited to maintaining a continuous fire watch.
- § 10.2.12 Cutting and welding to be performed in or immediately adjacent to existing spaces and shall not be performed without written approval of the Owner for each instance.
- § 10.2.13 The Contractor shall comply with the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the governmental authorities which administer such Acts and said requirements, standards and regulations are incorporated herein by reference. The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, subcontractors, and material suppliers and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material suppliers or subcontractors, to so comply.
- § 10.2.14 The Contractor shall, at all times, protect excavations, trenches, buildings, and materials from rain water, ground water, ice, snow, back-up or leakage of sewers, drains, or other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.
- § 10.2.15 The Contractor shall remove snow or ice within the limits of the Work indicated in the Contract Documents which might result in damage or delay.
- § 10.2.16 During the progress of the Work and at all times prior to the Date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or work in progress, or to materials stored on the premises. The permanent heating and ventilation systems may be used for these purposes when available unless otherwise provided in the Contract Documents. The use of the permanent heating system for temporary heat shall be subject to the prior written approval of the Owner and Architect.
- § 10.2.17 The Contractor shall be responsible for protecting the Work, materials and equipment at all times from commencement of Work until completion of its Work. It may, if it wishes, employ watchmen to assure such protection.
- § 10.2.18 In case of an emergency involving danger to life or property, the Contractor may act at its discretion to prevent injury or damage to the threatened life or property.
- § 10.2.19 The Contractor shall maintain its hand tools, machinery, personnel protective equipment, etc. in safe operating condition and shall require its subcontractors and individual mechanics to maintain their equipment in the same condition. The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibilities for the safety of persons and property and for compliance with all Federal, State, and local statutes, rules, regulations, and orders of any governmental authority applicable to the conduct of the Work. The Contractor shall maintain its hand tools, machinery, personnel protective equipment, etc. in safe operating condition and shall require its subcontractors and individual mechanics to maintain their equipment in the same condition.
- § 10.3 Hazardous Materials and Substances
- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing

the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall may be extended appropriately and the Contract Sum shall may be increased by the amount of the Contractor's reasonable additional costs, if any, of shutdown, delay, and start-up.

§ 10.3.2.1 If Hazardous Material is determined to be present on the site, the Contractor will cooperate with the Owner and the Owner's consultants and contractors to coordinate the Work in conjunction with the abatement, handling, disposal, or other procedures related to the presence of the Hazardous Material to maintain a safe working environment and to progress with the execution of the Work to avoid delay.

- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner, <u>defend and hold harmless</u> for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by

a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by law from the requirements of Article 11.1.1.1, but required by the Contract Documents to be insured;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

Such coverage shall be maintained for no less than four (4) years following final payment. The Owner shall be named additional insureds. Contractor shall provide a Blanket Additional Insured Endorsement. Contractor shall provide Owner with evidence of workers' compensation coverage.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Documents, but under no circumstances for less than two years from the date of final payment.

§ 11.1.2.1 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- 1. Premises Operations (including X-C/U as applicable),
- 2. Independent Contractors' Protective,
- 3. Products and Completed Operations,
- 4. Personal Injury Liability with Employment Exclusion deleted,
- 5. Contractual including specified provision for Contractor's obligation under Section 3.18,
- 6. Owned, non-owned and hired motor vehicles,
- 7. Broad Form Property Damage including Completed Operations,
- 8. Umbrella Excess Liability,
- 9. If the General Liability coverages are provided by a Commercial General Liability Policy on a claims made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Section 9.10.

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§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 The limits specified in the Contract Documents are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by Owner of responsibility for losses in excess of such limits. The Contractor shall be responsible for all deductibles applicable to any insurance. No acceptance and/or approval of any insurance by Owner shall be construed as relieving or excusing Contractor from any liability or obligation imposed by the provisions of the Contract Documents.

The Contractor shall provide a Blanket Additional Insured Endorsement and shall provide Owner with evidence of worker's compensation coverage.

§ 11.1.6 The Contractor shall not commence the Work under the Contract nor permit any subcontractor to commence work on a subcontract until all the insurance required is obtained. The Contractor may carry, at its own expense, such additional coverage as it may deem necessary. The Contractor shall not be deemed to be relieved of any responsibility by the fact it carries insurance. Should the Contractor at any time neglect or refuse to provide the insurance required herein or should such insurance be cancelled, or should the full annual aggregate or any policy not be available to satisfy the requirements of the Contract, the Owner shall have the right to procure such insurance and the cost thereof shall be deducted from monies then due or thereafter to become due the Contractor.

§ 11.1.7 If the Owner hires any separate contractors, architects, consultants or engineers to perform work for, or, in or around, the Project, it shall require in its contracts with each separate contractor that Contractor and its officers, directors, partners, members, employees and agents shall be (i) named as an additional insureds on a primary, non-contributory basis to any commercial general liability, pollution liability and excess liability insurance policies and (ii) provided a waiver of subrogation on all workers compensation, property and professional liability insurance policies.

δ	11.2	Owner's	Liability	Insurance

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.2

§ 11.2.3

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, and all tier Subcontractors as additional insured. This insurance shall include the Owner and Contractor as named insureds and all tier Subcontractors as additional insureds. The insured status of Contractor, Subcontractors and all tier Subcontractors shall not be notified by the

phrase "as their interests may appear" or any other language which could restrict an insured's coverage to only that of its interest in the Project.

- § 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, named and unnamed, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- § 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.
- § 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles provided that the Contractor establishes, to the Owner's satisfaction, that is has taken reasonable action to protect the Project from exposure to any forecasted event. Notwithstanding, if the cause of any loss payment under such insurance is the fault of the Contractor, then Contractor shall pay such deductible.
- § 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- § 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.1.6 Time Limits on Claims.

Claims made by any party must be initiated within 30 calendar days after occurrence of the event giving rise to such Claim or within 30 calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Owner's Representative and the Surety

§ 11.3.1.7 The Owner is required to provide Contractor with a copy of their Builders Risk policy for the Project.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused to the extent of actual recovery of any insurance proceeds obtained pursuant to this Section.

- § 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.
- § 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring

the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 If requested by the Contractor, the Owner shall provide proof of insurance coverage required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators. The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The surety, form and substance of the bond shall be satisfactory to the Owner. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state in which the Project is located.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§11.5 § 11.5.1

§ 11.5.2

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's <u>or Owner's</u> request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect<u>or Owner</u>, be uncovered for the Architect's <u>or Owner's</u> examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, and any cost, loss or damage to the Owner resulting therefrom, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct or commence correction of the nonconforming Work within a reasonable amount of time given the nature of the nonconforming work after receipt of notice from the Owner or Architect but no more than seven (7) days, the Owner may correct it in accordance with Section 2.4. In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within sixty (60) calendar days after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5

The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a thirty (30) day period reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 <u>Upon completion of any Work under or pursuant to this Section 12.2, the one year correction period in connection with the Work requiring correction shall be renewed and recommence.</u>

The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable, even if such Work was installed as submitted and approved in shop drawings. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public

authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to engaged by the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Owner will hire and pay for services as outlined in Section 2.2.6, from which reports will be forwarded to the Contractor. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for observe such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and Owner of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense, including testing and costs related to remedial work.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.
- § 13.4.7 The Owner shall have the right to conduct testing and inspections related to, but not limited to, commissioning as outlined in Section 2.6 and 3.19.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. <u>Interest will be 0%.</u>

§ 13.6 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
 - .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
 - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
 - The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and <u>direct</u> costs incurred by reason of such termination.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
 - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
 - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
 - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be reviewed by the Architect certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.
- 14.2.5 In the event that the Owner terminates the Contractor for cause and an arbitrator(s) or Court subsequently holds that the Owner did not have the right to terminate the Contractor for cause, the termination will be deemed a termination for convenience pursuant to § 14.4 and the Contractor's rights to recover any damages for the termination will be limited as provided therein.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine. In said event, the Owner shall equitably adjust the Contract Sum and Contract Time, if warranted.

- § 14.3.2 The Contract Sum and Contract Time shall-may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
 - that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
 - .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - .1 cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, overhead anticipated and/or unearned profits, consequential or indirect damages. The Contractor shall be entitled to be reimbursed for reasonable demobilization, plus overhead and fee on completed work, including demobilization costs expended.

In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor must be initiated by written notice to the other party with a copy sent to the Architect. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim. Claims by the Owner must be initiated within 21 days after the Owner first recognizes the condition giving rise to the Claim. After a Change Order Request or a formal Change Order has been executed, no additional Claim based on the same scope of work will be considered.

-Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence

of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Owner shall have no obligation to make payments to the Contractor on or against such claims, disputes, or other matters in question during the pendency of any mediation, arbitration, or other proceedings to resolve such matters. Owner shall continue to make payments of undisputed amounts.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.4.3 If the Contractor submits a claim that is interpreted by the Architect or Owner as being part of the Work and the Contractor disputes this interpretation, a Construction Directive will be issued per Article 7. The Contractor shall immediately proceed with the execution of the disputed Work.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, <u>written</u> notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall be as per Article 8.3 include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be <u>as per</u>

<u>Article 8.3 documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.</u>

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Interpretation Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Architect for initial interpretation. Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision An initial interpretation shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred

to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker-Architect and all affected parties agree, the Architect Initial Decision Maker-will not decide disputes between the Contractor and persons or entities other than the Owner.

- § 15.2.2 The Initial Decision Maker Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve recommend approval of the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker Architect is unable to interpret the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker Architect concludes that, in the Initial Decision Maker's Architect's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve Architect to interpret the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker Architect in rendering an initial interpretation a decision. The Initial Decision Maker Architect may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker Architect when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker Architect will either reject or approve recommend approval of the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker Architect will render an initial decision-interpretation or indicate that the Architect is unable to interpret the Claimapproving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision-interpretation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision-interpretation shall be final and binding on considered by the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- § 15.2.6 Either party may file for mediation of an initial <u>decision-interpretation</u> at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1-Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

- § 15.4.1 If the parties have selected arbitration as <u>mutually agree that arbitration is</u> the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

- § 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 15.4.4.2 Any unresolved claims between Owner and Contractor, Owner and Architect, Contractor and Architect, Contractor and its Surety, or Contractor and its Subcontractors or Suppliers may be submitted for arbitration as provided in this Section 15 and any or all of the parties named above shall, at the Owner's request, be joined or consolidated therein.
- Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in

writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



JOINT RECOMMENDATIONS FINANCE/HUMAN RESOURCES AUGUST 3, 2023

As a result of the Administrative Investigation regarding credit card usage by Town employees, Jared Schmitt, CFO, and Cathleen Simpson, HR Director, make the following recommendations:

Human Resources

- In addition to training being conducted commencing the week of July 17, 2023, include purchasing and credit card policies as part of the Employee Handbook under construction.
- As part of onboarding, provide notice of purchasing rules, including the use of Town issued credit cards, for those who are issued credit cards or supervise credit card holders.
- Review and make a recommendation for the job classification of Senior Internal Auditor/Project Manager as the project manager duties will be or have been removed from this position; review and make a recommendation regarding the conflict of interest with the job functions of an auditor and role of Union President.

Finance

- Audit who has credit card holders to determine whether the number of cards issued is necessary.
- Conduct a review and analysis of alternative means for purchasing goods and services outside of credit card use (short term/long term implementation of alternatives)
- Conduct quarterly or regular audits of reconciliation vouchers and back up to ensure compliance.
- Conduct a review and analysis of inventorying purchased equipment and goods.
- Expand review of all audit reports to Human Resources, Town Attorney, CAO and the First Selectwoman.

HUMAN RESOURCES ADMINISTRATIVE INVESTIGATION TOWN ISSUED CREDIT CARD PURCHASES CONDUCTED BY CATHLEEN A. SIMPSON, HR DIRECTOR

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HUMAN RESOURCES ADMINISTRATIVE INVESTIGATION TOWN ISSUED CREDIT CARD PURCHASES[®] CONDUCTED BY CATHLEEN A. SIMPSON, HR DIRECTOR

I. AUTHORITY AND INVESTIGATION TEAM

A. Authority/Responsibility of Human Resources Director for Investigation

Standard of Conduct Municipal Fraud Policies and Procedures

B. HR Investigation Team:

- Cathleen Simpson, HR Director (Lead)
- Joanne Courtemanche (Labor Relations Specialist)
- Ivanna Vintonyak (HR Paralegal)

II. EXHIBITS

- 1. Complaint from Dana Kery
- 2. Pertinent Policy/Code:
 - Town Mission
 - Code of Conduct (Charter)
 - Code of Conduct Municipal Fraud Policies and Procedures (2009, 2019)
 - Travel & Meeting Policy
 - Procurement Credit Card Program
 - Technology Policy
- 3. Senior Internal Auditor/Project Coordinator Job Description/History of Position
- 4. Email from Concetta Saxl, January 12, 2021, with attached policies and forms
- 5. Email from Concetta Saxl, January 6, 2023, with attached policies and forms.
- 6. 2023 Revised Reconciliation Voucher Form, Travel, and Meetings with Samples
- 7. 3/14/2000 Memorandum of Understanding Use of Town Credit Card
- 8. 4/27/2006 Town Travel and Meeting Policies and Procedures/Mileage Reimbursement
- 9. July 25, 2006/July 27, 2006 Memos re: Town Travel and Meeting Policy
- 10. 2010 Email re: Food at Meetings Policy
- 11. 4/4/20 Cardholder Memorandum of Agreement/Procurement (credit) Card Program ...
- 12. Agenda Internal Audit Report 6/1/20
- 13. Internal Audit of Credit Card Expenditures Covering 3/19-10/19
- 14. Status of Audit Recommendations 1/25/21
- 15. List of Card Holders
- 16. Justification for Issuing Credit Cards/Sample Responses
- 17. Email Between Board of Finance Members and Cathleen Simpson
- 18. Email Correspondence Union Leadership

- 19. Animal Control
- 20. Building
- 21. Conservation
- 22. Department of Public Works
- 23. Economic Development
- 24. Engineering
- 25. Fire Department
- 26. Police Department
- 27. Finance
- 28. First Selectwoman
- 29. Health
- 30. Library
- 31. Human Services
- 32. Job Description Payroll Clerk; Account Clerk, Finance Assistant
- 33. Financial Analyst/Manager
- 34. HR Administrative Investigation Report and Findings of Fact (John Bodie)
- 35. Email Joseph Centofanti, July 12, 2023

III. BACKGROUND

On January 6, 2023, the undersigned and Joanne Courtemanche, Labor Relations Specialist, met with Dana Kery to follow up on a complaint she submitted concerning alleged fraudulent purchasing by Town employees, including credit card purchases. Ms. Kery's complaint was a result of a FOIA request she made for records associated with purchasing and spending by Town employees¹. These records included Amex Statements of Town employee cardholders for June, July, and August 2022.

In addition to the concerns relayed about credit card purchases with the Town issued cards, Ms. Kery reported her concerns about undetected fraud and embezzlement with purchasing and payroll management. Although Ms. Kery did not have any evidence to corroborate her allegations, she shared with me and Ms. Courtemanche her knowledge via the media of other municipalities throughout the country where fraud and embezzlement incidents have occurred.²

¹Pursuant to the Town's Standards of Conduct Municipal Fraud Policies and Procedures, the First Selectwoman contacted the Town Attorney, Chief of Police, Director of Human Resources and the Town Chief Fiscal Officer on or about December 20, 2022.based on the Kery complaint alleging fraud. The Director of Human Resources was assigned to investigate alleged violations associated with procurement and purchasing in accordance with the Town's Standards of Conduct Municipal Fraud Policies and Procedures. Based on the review of an out of state travel request coupled with alleged serious misuse of the Town credit card by John Bodie, Superintendent of the WPCF, a separate administrative investigation was conducted by Human Resources. (Exhibit 34)

² The allegations regarding misconduct with purchasing and payroll were not investigated by the undersigned due to lack of supporting evidence and as the HR Director, it would be a conflict of interest to audit payroll management. It would also be a conflict of interest for the Senior

While this investigation was pending, Ms. Kery made a FOIA request on June 20, 2023 (Exhibit 1) for Amex records for Town employees who are credit holders for the month of December, 2022 and the month of May, 2023. Information regarding the June, 2023 request has been incorporated as part of this investigation.

IV. ACTION TAKEN

A. Review of Policies, Notice and Audit Associated with Credit Card Use and Travel/Meetings

As part of a parallel administrative investigation involving the WPCF, Human Resources conducted a review of the history of the Town's credit card policy as well as policies associated with travel or meetings. That review has been incorporated below as part of this administrative investigation. The undersigned reviewed the history of policies associated with Town issued credit cards and travel/meetings.

The following is a time line of policies, notice and audit associated with credit card use and travel since 2000:

- 1. March 14, 2000: Connie Nolfi [Saxl] issued a memorandum of understanding for card holders (Exhibit 7) Policy prohibited use by any other person besides the card holder as well as prohibited use for personal purchases. It required substantiation of purchases for official Town business. For travel and meetings, justification with proper sales receipt was required as well as an expense report detailing the date, place(s) visited, participants at the meeting and purpose of the meeting.
- 2. April 27, 2006: Summarization Addendum to the "Memorandum of Understanding" created by Connie Nolfi [Saxl], Town Auditor, (Concetta Saxl, currently in the position of Senior Internal Auditor-PETA Union President) reiterating that the credit card must not be used for personal reasons for themselves or others, purchases must be validated and for legitimate Town business, as well as other requirements. (Exhibit 8)
- 3. July 25, 2006: Memo to all Department Heads from Connie Nolfi [Saxl] to please post for employee review a reminder of reimbursement requirements for Town travel and meeting expenses. (Exhibit 9)
- 4. July 27, 2006: Internal Audit from Connie Nolfi [Saxl] to all Department Heads to post for employee review the Town travel and meeting policies and procedures. (Exhibit 9)

Internal Auditor/Project Manager to do so as part of the review would inherently involve Finance (The undersigned did inquire if an external audit was ever conducted for payroll management and purchasing. According to Joseph Centofanti, the External Auditor for the Town, "[t]he only audit we perform is the Town financial statement audit. The Public works report is the only other relevant document that we prepared that has recommendations related to procurement and payroll."). (Exhibit 35)

- 5. October 26, 2010: Email between Twig Holland, Director of Purchasing, and First Selectman Ken Flatto re: Food at Meetings. This was a request from the Director of Purchasing for the First Selectman to clarify the policy on providing food for night meetings. First Selectman Flatto responded: If there is a special exception for a truly one shot very long meeting of a Board or Commission that requires them to work through a meal time or something that is well beyond the norm, it is ok for a manager to have the discretion to offer some small limited amount of food and get reimbursement, but we should not have food paid for by taxpayers for the meals of volunteers or employees at work meetings in general or any kind of basis except for those very unusual rare justified situations..." (Exhibit 10)
- February 5, 2020 (Exhibit 14): Internal Audit from Connie Saxl to Gerald Foley, Director of Purchasing, and copied to Caitlin Bosse, Interim Chief of Staff for the examination of employee credit card expenditures for the eight-month period covering March 2019 through October 2019.

The scope of the audit comprised of the examinations of monthly American express credit card statements and employee reconciliation voucher packages including receipts and other supporting documentation. The purpose of this was to study and evaluate internal controls for credit card purchases and to determine purchases are for legitimate business reasons and reviewed/approved by an independent authority in addition to other factors." (Exhibit 14)³

- June 1, 2020: Agenda for the Board of Finance regarding the Internal Audit Report for fiscal year 2020 which including a credit card survey for all Town Departments. (Exhibit 13)
- January 12, 2021, Ms. Saxl issued an email to Town Credit Card Holders with the policy, pertinent forms and a "Cardholder Memorandum of Agreement" for cardholders to sign and return to her. (Exhibit 4) There was no formal training in person or remote and no evidence of collaborating with Human Resources to ensure the policy was issued

³ One of the related findings of the investigation regarding the credit card use by John Bodie, Superintendent of the WPCF, Exhibit 34, was that "[t]he auditor's specific findings and recommendations were not directly shared with the First Selectwoman, her Chief of Staff, or Chief Administrative Officer." Jared Schmitt did not begin employment as CFO with the Town until October 1, 2020. There is no indication the audit was shared with Human Resources for risk management and/or potential corrective or disciplinary action.

to all new employees who will be issued credit cards or supervisors who will be required to authorize the purchases.

- **February 16, 2021:** Ms. Saxl issued a refresher notice with same information as issued on January 12, 2021 to Department Heads who did not receive the information in January, 2021. (Exhibit 4)
- June 23, 2021 Status of Audit Recommendations-Fiscal Year 2020 (Exhibit 15): the internal auditor responses to audit recommendations for the credit card audit for 2019 purchases indicates compliance
- 6. **January 6, 2023**: (Exhibit 5) Email notice to Town Credit Card Holders regarding an updated Town of Fairfield Credit Card Policy entitled *Cardholder Memorandum of Agreement*. (Exhibit 5) Ms. Saxl attached pertinent policy and forms, including the Travel & Meeting policy. Ms. Saxl noticed credit card holders to return the agreement acknowledging their responsibility to abide by policies, procedures, responsibilities and limitations associated with the cardholder policy and the use of the Town issued credit card by January 18, 2023. There was no training provided at the time this notice was issued to the credit card holders.

The new procedures under this policy include for any single credit card purchase that exceeds \$1,000 must receive email approval first from the Department Head and then from the CFO prior to making the purchase. Listed as a new procedure is the requirement for Department Heads who are also cardholders to forward the monthly reconciliation vouchers to the CFO for approval.

Ms. Saxl listed 11 top reminders which include:

- Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason-the Town approved vendor for office supplies.
- Do not pay sales tax.
- Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- All information technology purchases must first be pre-approved by the Director of Information Technology.
- All food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.
- All out of State travel must first be pre-approved by the First Selectwoman using the "Request Form-Out of State Travel"

The updated policy included the daily meal reimbursement amounts when out of Town or when traveling on Town Business that are referenced in the Town's Travel & Meeting policy.

• February 18, 2023: based on HR's a review of credit card statements and backup provided by credit card holders for this investigation as well as the broader one for all other credit card holders, Human Resources in partnership with the CFO and Purchasing Director revised the reconciliation voucher to require more detailed information/justification as well as an attestation that the card holder did not make charges that violate purchasing rules. Also, the reconciliation voucher sheet added a reminder about potential consequences for not following the policy or committing fraud.

On February 16, 2023, Department Heads at the Department Head meeting were provided the updated reconciliation voucher sheet, request of out of state travel and meeting/meal backup. Samples of how to complete the forms were also distributed to the Department Heads. Pertinent policies, with links are also referenced in the updated reconciliation form. (Exhibit 6) At the meeting, many Department Heads reported that they were not aware of the Town Travel and Meeting policy, including dollar limits on purchases for meals with Town issued credit cards in addition to other relevant policies.

• July, 2023: a review of credit card records from January 2018 to December 2022 in addition to submissions for May, 2023 purchases revealed significant improvement with submissions of reconciliation packages by credit card holders since the February training. However, the review revealed that not all submissions were consistent with the changes made in February, 2023. It was therefore determined by the Administration that Human Resources, Finance and Purchasing would conduct a mandatory comprehensive training regarding the interplay between Risk Management, Finance and Purchasing, including required record submission and purchasing rules commencing the week of July 17, 2023 for Department Heads and then for all other credit card holders thereafter. (Exhibit 6)

B. History/Role of Senior Internal Auditor/Project Coordinator Position

One of the queries made by the Board of Finance (Exhibit 17) is why the Senior Internal Auditor Project Coordinator is not able to conduct sufficient annual audits. In light of this query in addition to the important interplay between the Internal Auditor position in Finance, Risk Management/Human Resources and Purchasing, a review of the history and job functions of the Internal Auditor position was conducted by the undersigned:

- **September 21, 1991**: Ms. Saxl was appointed as the Internal Auditor (This position is a union position affiliated with the Fairfield Professional and Technical Employees Association. Local 12-3-366 of Council 4 AFSCME, AFL-CIO.
- July 29, 1996: Ms. Saxl was promoted to Senior Internal Auditor by John Leahy, Fiscal Officer. (Exhibit 3)

- August, 2013: the Town entered into a Side Letter of Agreement with PETA based on a recommendation by Robert Mayor, CFO (Exhibit 3) The Agreement states that Ms. Nolfi [Saxl] "...has taken on additional responsibilities not related to her position as Internal Auditor namely in the Pension Plan Administration, Capital Projects and Debt Service Planning, and Special Projects including but not limited to FEMA Reimbursement Activities..." (Exhibit 3) The Agreement was signed by First Selectman Michael Tetreau, Robert Mayor and HR Director Mary Carroll-Mirylees. (Exhibit 3)
- August, 2019: Emmett Hibson, HR Director, on behalf of the Town, and Connie Saxl, Union President and Senior Internal Auditor, on behalf of the PETA Union entered into a Memorandum of Agreement entitled "Concetta Saxl-Working out of Class." (Exhibit 3) At the time Ms. Saxl signed this agreement she was the Union President for PETA and has remained since that time as Union President for the PETA Union. The Agreement states in pertinent part "[i]n a May 24, 2019 letter to the Chief Fiscal Officer, Saxl requested a permanent upgrade to her position, which would provide compensation commensurate with the additional duties she is required to perform or that she no longer wanted to perform the additional work detailed in the September 3, 2013 Agreement [to which she was paid an annual stipend of \$5,500 from September 3, 2013 to August, 2019]." (Exhibit 3) Pursuant to the August 2019 MOA, the Town created a new position of Senior Internal Auditor/Project Coordinator at PETA Grade 10, Step 4. As part of the Agreement, when Ms. Saxl departs from the Senior Internal Auditor/Project Coordinator, the Town may choose not to fill the position of Senior Internal Auditor or Senior Internal Auditor/Project Coordinator. (Exhibit 3)

When Mr. Schmitt became CFO, he began taking over the capitol project work from Ms. Saxl. Currently, most if not all these functions fall under the CFO. Mr. Schmitt in consultation with the Controller and Human Resources implemented the job description for Fiscal Analyst Manager. (Exhibit 35) This position was created to work under the direction of the CFO and "... serves as the Finance Department's liaison to other Town departments, providing oversight and technical assistance on financial matters, with an emphasis on capital projects." The essential job functions include:

- Monitors and provides status reports on capital project budgets, expenditures, and grants to internal and external stakeholders.
- Coordinates and assists in reporting of additions and disposals of fixed assets with Associate Analyst.
- Coordinates compilation of all backup documentation for capital projects in preparation for board meetings.
- Assists in development of the Town's capital improvement plan.
- Provides expense and revenue reports relative to usage of Transfer Station.
- Provides reports of miscellaneous revenue collection.
- Assists in preparation of Requests for Proposals.
- Ensures department compliance with financial controls.
- Administers grants and assures adherence to terms and conditions of grant contracts.
- Performs reconciliations of financial records and transactions.

- Oversees purchasing process for DPW.
- Coordinates scheduling and preparation for capital project meetings.
- When requested, attends meetings of various commissions, and elected Town bodies.

The Fiscal Analyst/Manager was posted and filled recently by a qualified candidate who will commence employment in this role in September, 2023. This position will cover project management job functions as set forth in the Senior Internal Auditor/Project Manager job description, allowing for Ms. Saxl to be able to focus primarily on audits for this fiscal year.

C. Interplay with Finance, Human Resources, and the Town Charter Code of Conduct

Under Article XI, Section 11.1 of the Town Charter, Exhibit 2, Town Officers which include the position of CFO, Director of Purchasing, Director of Human Resources and Internal Auditor shall "demonstrate by their example the highest standards of ethical conduct, to the end that the public may justifiably have trust and confidence in the integrity of government. As agents of public purpose, they shall hold their offices or positions for the benefit of the public, shall recognize that the public interest is their primary concern, and shall faithfully discharge the duties of their offices regardless of personal considerations."

On December 15, 2009, the Town of Fairfield Municipal Fraud Policies and Procedures⁴ went into effect stating in pertinent part "[t]he Town is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the Town of Fairfield to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the town and, when appropriate, to pursue legal remedies available under the law." Under the 2009 policy the definition of fraud includes:

- Claim for reimbursement of expenses that are not job-related or authorized y the current bargaining agreement
- Misappropriate of Town assets (funds, securities, supplies, furniture, budgets, etc.)
- Improprieties in the handling or reporting of money transactions
- Any apparent violation of Federal, State or Local laws related to dishonest activities or fraud.

Management "refers to any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources, including human resources." Under this policy, Human Resources in conjunction with the town Attorney, the First Selectman, the Chief of police and, if needed the Chief Fiscal Officer has the primary responsibility for the investigation of alleged fraud.

In November, 2019, the 2009 Code of Conduct policy was revised and incorporates the Code of Conduct, Article XI, of the Charter. It expands the definition of fraud. Under the 2019 policy,

⁴ The undersigned located a copy of the 2009 Code of Conduct policy in Finance's shared drive. Lori Charlton, Chair for the Board of Finance, sent a copy in an email to me on March 2, 2023. (Exhibit 17)

HR is primarily responsible for investigating allegations of fraud. Both policies refer to the External Auditor but not the Internal Auditor.

Under the section 11. 2 D of the Town Charter (conflict of interest), Town employees, including appointed officials, are prohibited from "[e]ngag[ing] in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of the official duties or which may tend to impair the independence of judgment in the performance of the Town officer's, employee's, or member's official duties." In her position of Senior Internal Auditor/Project Manager, Ms. Saxl is required to "[c] onduct...[independent] investigations on potential fraudulent activities, which includes identifying abuse; waste, and/or fraud and preparing related reports; interviewing personnel; providing support to law enforcement agencies..."

In addition to being in a position that requires the ability to conduct independent investigations and/or audits, Ms. Saxl is the Union President of PETA-the supervisor union- and has been for several years. In her role as Union President, she is responsible for advocating and supporting PETA members, including when they are under investigation for alleged violation of policy, rules or regulations. The Union President is filled by election with voting by PETA union members. Many of the departments or operations audited by Ms. Saxl are led by PETA members.

D. Review of Credit Cardholder Expense Reporting

1. Submission of Reports

Currently, cardholders are required to submit to Finance reconciliation vouchers monthly attesting to compliance with proper purchasing rules and policy along with back up receipts as well as completion of the meeting/travel forms as appropriate. Department Heads are required to sign the reconciliation forms for the card holders they supervise to the Finance Assistant, Kiva Barry. Credit card holders who are Department Heads are required to submit their reconciliation vouchers with back-up to the CFO for sign off.

Background of Finance Assistant Position

In 2019, the Payroll Clerk, Kiva Barry, assigned to Finance was responsible for reviewing the reconciliation records, including receipts to substantiate the purchase. The Payroll Clerk reports directly to the Controller and "processes all of the Payroll functions for the Town. "(Job Description, Exhibit 32) In addition to many payroll functions, including weekly and biweekly payroll warrants and accounts payable disbursements and taxes, the Payroll Clerk "is also responsible for helping the Controller with any financial issues as needed." (Exhibit 32)

Effective July 1, 2022, Ms. Barry was reclassified to the position of Finance Assistant reporting directly to the Controller. Ms. Barry has and continues to review reconciliation packages from credit card holders. In addition to the many payroll functions, the Finance Assistant "also tracks,

monitors, and process general Accounts Payable transactions... This position also requires financial analysis and the ability to efficiently and accurately calculate various financial projects." (Exhibit 32) The Finance Assistant is also responsible for training employees and assisting employees with payroll records, forms and files. This position "is also responsible for helping the Controller with any financial issues as needed." (Exhibit 32) One of the minimum qualifications and abilities includes "[s]trong financial skills and abilities" and "[s]trong analytical and data gathering skills." (Exhibit 32)

2. Justification

In March, 2023, Joanne Courtemanche, Labor Relations Specialist, created a survey from a list of the 90 credit card holders (Exhibit 15).⁵ The survey was issued to Department Heads who are cardholders and/or supervise cardholders obtain the rationale/justification for having a credit card. (Exhibit 16). In response to the question of whether the cardholder should retain the card, all answered affirmatively.

The results of the survey further revealed that even after the January 2023 refresher email (Exhibit 5) and February, 2023 Department Head meeting regarding proper expense reporting (Exhibit 6), credit card holders were unclear about best purchasing practices and rules as well as the credit card policy. The survey also showed that not all credit card holders or Department Heads have an inventory audit process for purchased items.

3. Audit of Records

a. Credit Card Holder Records from 2018-2022

The undersigned completed a parallel investigation and finding of fact concerning John Bodie, Superintendent of the WPCF in (Exhibit 34) on April 5, 2023. A copy of the report and/or findings of fact were provided to members of the WPCA and the Board of Finance in April, 2023. (Exhibit 17) The scope of that investigation was a thorough review of credit card statements and back up from January 1, 2018 to December 31, 2022 by Mr. Bodie and William Norton, former Superintendent. A review of each statement and reconciliation records was done for each month during that time period.

For this investigation, the undersigned took samples of all the credit card statements and reconciliation records from January 1, 2018 through December 2022 for the beginning of the calendar year (January/February) and mid-year (July/August). From that review, I culled out those reconciliation records of card holders that did not specify the business purpose for the purchase. (Exhibit 35) I gave notice to Union leadership that I would be issuing questionnaires to some of their members about specific purchases in the event a union member requested union

⁵ As of June 15, 2023, there were ninety open accounts of which 86 had activity in last twelve months. (Exhibit 15)

representation. (Exhibit 18) I also upon the request of the Fire and Police Unions issued a *Garrity* warning⁶ for members who were required to respond to the questionnaire. (Exhibit 18)

Questionnaires were issued to employees the week of June 12, 2023 and the week of June 19, 2023 to employees in the following departments:

- Animal Control (Exhibit 19)
- Conservation (Exhibit 21)
- Department of Public Works (Exhibit 22)
- Engineering (Exhibit 24)
- Fire (Exhibit 25)
- Police (Exhibit 26)
- Finance (Exhibit 27)
- First Selectwoman (Exhibit 28)
- Human Services (Exhibit 31)

Responses to the questionnaires were received up to June 30, 2023. (Exhibits 19, 21, 22, 24, 25, 26, 27, 28, 31). All employees who received the questionnaires were cooperative and provided the rationale for the purchases. With the exception of a purchase of Zicam and other over the counter medication with a Town issued credit card in the Engineering Department, Exhibit 24, the rationale for purchases as reported were for legitimate Town business. There was no evidence of intent to defraud the public.

As Ms. Saxl reported in her audit of credit card use from 3/19 to 10/19, Exhibit 13, there were instances of cardholders paying state sales tax on purchases, purchasing meals for meetings without an agenda/list of participants, and not using pre-approved vendors, such as W.B. Mason for office supplies. Since Ms. Saxl issue the January 2023 refresher (Exhibit 5) and Human Resources with the CFO issued revised reconciliation and other back up forms in February, 2023 (Exhibit 6), there has been some improvement with compliance with the credit card policy; however, there are some areas that need improvement as demonstrated by the survey, Exhibit 16, which is being addressed by Finance in partnership with Human Resources. (Exhibit 6)

Building Department (Exhibit 20)

On June 20, 2023, a letter was sent to Shawn Reed's home address as Mr. Reed, the former Building Official, is no longer employed with the Town. (Exhibit 20) The inquiry concerned his purchase of an Apple pen purchased in June, 2022 sent to his home address. Mr. Reed indicated that the purchase was for legitimate work in the field related to job duties or the Building Department personnel. (Exhibit 20).

⁶ A *Garrity* warning protect public employees from being compelled to incriminate themselves during investigatory interviews conducted by their employers. This protection stems from the Fifth Amendment to the United States Constitution, which declares that the government cannot compel a person to be a witness against him/herself.

Mr. Reed reported that the rationale for having the pen shipped to his home address was for security reasons as there was an occasion in which he arrived to work and found a package containing a package IPADs/IPAD pens sitting on the front steps of Sullivan Independence Hall. (Exhibit 20) He further reported that although no one had taken the box overnight, he recognized the risk going forward so he subsequently had these types of purchases sent to his home address; once they arrived, he brought them to work. (Exhibit 20)

b. Other Review

On June 22, 2023, Human Resources received a FOIA request from Dana Kery to inspect credit card records for December, 2022 and May 2023. As part of this investigation, I learned from Mr. Schmitt that Department Heads for Fire (Exhibit 25), Economic Development (Exhibit 23), Library (Exhibit 30), and Health (Exhibit 29) were asked to provide additional information in support of purchases made with their credit cards to which they complied in full.

A comparison of credit card reconciliation reports submitted in December 2022 as compared to those submitted in May, 2023 demonstrates significant improvement with the amount of spending and justification for purchases made (Exhibit 36). However, the review demonstrated that there was still room for improvement with the justification and review by Department Heads and/or credit card holders (such as sales tac). The undersigned with Jared Schmitt, CFO, Adam Tulin, Purchasing Director, and Peter Ritchey, Assistant HR Director, revised forms to include samples and attestation as well as the credit card policy to enforce accountability.

V. FINDINGS

- There is no evidence that the credit card holders under review from 2018-2022 were purchasing items with the Town issued card to defraud the public.
- The Employee Credit Card Expenditures Audit for the period of March, 2019 to October, 2019 was conducted in February 2020 by the Senior Internal Auditor/Project Manager. This information was shared with the Interim CFO, Caitlin Bosse, and the Director of Purchasing at the time, Gerald Foley. The auditor's findings and recommendations were not directly shared with the First Selectman, her Chief of Staff, or the Chief Administrative Officer.
- The February 2020 Audit did not include specific findings. Rather, it contained general and broad conclusions and recommendations. The report did not identify serious problem areas that could have been immediately addressed to prevent potential ongoing liability, such as the credit card spending in violation of policy at the WPCF.
- The Senior Internal Auditor/Project Manager is not sustainable for one person. The duties associated with project management are being removed and will no longer be required of Ms. Saxl so that she can focus primarily on internal audits.

- Ms. Saxl as the elected PETA Union President is required to represent union members that she may be auditing or investigating for violations of Town policy, procedures and protocol in her role as auditor. This creates a conflict of interest and may compromise her ability to conduct a thorough and/or unbiased audit or investigation.
- Credit card policies and procedures have been in place since March, 2000; however, notice of policies and procedures have not been clearly communicated to card holders.
 The April 2023 survey of credit card holders demonstrates credit card holders need additional training with respect to purchasing rules and the credit card policy.
- Since the commencement of this investigation, the credit card policy and back up requirements have been revised to ensure more oversight. Training by Finance, HR and Purchasing commenced the week of July 17, 2023 for department heads and credit card holders on purchasing rules, the credit card policy and the code of conduct.

August 3, 2023

Cathleen A. Simpson

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Wednesday, January 4, 2023 4:37 PM

To:

'Dana Kery'

Cc:

Courtemanche, Joanne

Subject:

Time to Meet

Good Afternoon,

I am following up on the purchasing/auditing protocol issues and related matters you recently brought to the Town's attention. As a result, HR is conducting an administrative investigation. As part of that investigation, I would like to schedule a meeting to thoroughly go over the information with you at a mutually convenient time. I looped in Joanne Courtemanche, Labor Relations Specialist, who is assisting me with this highly sensitive and confidential administrative investigation. Once we obtain some dates/times, we will coordinate a private space at the Fairfield Public Library if that is convenient for you.

I greatly appreciate your willingness to assist us.

Best,

Cathleen

Cathleen II. Gimpson Human Resources Director Town of Fairfield Gullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

Simpson, Cathleen

From: Simpson, Cathleen

Sent: Thursday, January 5, 2023 11:09 AM

To: 'Dana Kery'

Cc: Courtemanche, Joanne

Subject: RE: Time to Meet

Hi Dana,

Let's shoot for Monday, 1/9/23, at 2:00 pm. I will follow up with the room at the Library and confirm.

Again, I so appreciate your time and assistance.

Best,

Cathleen

From: Dana Kery <danakery@gmail.com>
Sent: Wednesday, January 4, 2023 5:12 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Cc: Courtemanche, Joanne < JCourtemanche@fairfieldct.org>

Subject: Re: Time to Meet

Hello Cathleen,

My schedule is flexible, I can likely be available for anytime that is convenient for you.

This week:

Thursday 1/5 - anytime

Friday 1/6 - after 3:30

Monday 1/7 - after 1:00

Tuesday 1/8 - anytime

Wednesday 1/9 - after 3:30

Thank you for reviewing this.

Dana

Sent from my iPhone

On Jan 4, 2023, at 4:36 PM, Simpson, Cathleen < CSimpson@fairfieldct.org > wrote:

Good Afternoon,

I am following up on the purchasing/auditing protocol issues and related matters you recently brought to the Town's attention. As a result, HR is conducting an administrative investigation. As part of that investigation, I would like to schedule a meeting to thoroughly go over the information

with you at a mutually convenient time. I looped in Joanne Courtemanche, Labor Relations Specialist, who is assisting me with this highly sensitive and confidential administrative investigation. Once we obtain some dates/times, we will coordinate a private space at the Fairfield Public Library if that is convenient for you.

I greatly appreciate your willingness to assist us.

Best,

Cathleen

Cathleen H. Gimpson Human Resources Director Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

Simpson, Cathleen

From: Simpson, Cathleen

Sent: Thursday, January 19, 2023 5:44 PM

To: 'Dana Kery'; Baldwin, James

Subject: RE: FOIA request Richard White Way, Fairfield, CT (F-23-35)

Hi Dana,

I have been meaning to contact you. Joanne and I are progressing with our investigation slowly but we really appreciate the information you provided. It is so helpful. I will defer to Jim regarding the litigation status.

Best,

Cathleen

From: Dana Kery <danakery@gmail.com> Sent: Thursday, January 19, 2023 3:06 PM

To: Simpson, Cathleen <CSimpson@fairfieldct.org>; Baldwin, James <jbaldwin@cbklaw.net>

Subject: Fwd: FOIA request Richard White Way, Fairfield, CT (F-23-35)

Hi Cathleen and Jim,

This is a denied request from DEEP for copies of NOV's associated with Solid Waste and Recycling Transfer Station - not the fill pile or Penfield.

Prior to the Fill Pile 2018, an NOV was given to the previous operator of the transfer station; I do not have a copy. Are you aware of litigation concerning the Town Transfer Station?

Thanks. Dana

Sent from my iPhone

Begin forwarded message:

From: "Kramer, MaryLou" < MaryLou.Kramer@ct.gov>

Date: January 19, 2023 at 2:28:09 PM EST **To:** Dana Kery <danakery@gmail.com>

Subject: RE: FOIA request Richard White Way, Fairfield, CT (F-23-35)

Unfortunately, I cannot provide any further information, or are any other records being released.

Thank you for your understanding.

Mary Lou Kramer

Paralegal
Office of Legal Counsel
Office of the Commissioner
Connecticut Department of Free

Connecticut Department of Energy and Environmental Protection

79 Elm Street, Hartford, CT 06106-5127

Tel: 860.424.3058 Fax: 860.424.4053

Email: Marylou.kramer@ct.gov



From: Dana Kery < danakery@gmail.com > Sent: Wednesday, January 18, 2023 8:06 PM

To: DEEP FOIA < Deep.FOIA@ct.gov>; Kramer, MaryLou < MaryLou.Kramer@ct.gov>

Subject: Re: FOIA request Richard White Way, Fairfield, CT (F-23-35)

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Thank you for the reply.

For clarification, is the litigation concerning the Town of Fairfield Solid Waste and Recycling Transfer Station, for household waste?

I am aware of litigation concerning the Construction Materials Processing Facility, aka The Fill Pile; as well as Penfield, and Owen Fish.

Is Solid Waste sealed in conjunction with the CMPF?

Thank you. Dana Kery

On Jan 18, 2023, at 4:05 PM, DEEP FOIA < Deep.FOIA@ct.gov > wrote:

Please be advised that records responsive to your request are not being released at this time due to pending litigation.

Thank you,

Mary Low Kramer

Paralegal
Office of Legal Counsel
Office of the Commissioner
Connecticut Department of Energy and Environmental Protection
79 Elm Street, Hartford, CT 06106-5127

Tel: 860.424.3058 Fax: 860.424.4053

Email: Marylou.kramer@ct.gov



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Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Thursday, January 19, 2023 5:48 PM

To:

'Dana Kery'; Courtemanche, Joanne

Subject:

RE: Time to Meet

Hi Dana,

I want to reiterate how helpful it was to meet with you and so appreciate the information and huge effort that went into your review. Our progress is slow but we are plodding along. I will definitely reach out if we need assistance or additional information.

It was a pleasure meeting with you and I am sure will be meeting again in the near future.

Best,

Cathleen

From: Dana Kery <danakery@gmail.com>
Sent: Wednesday, January 18, 2023 4:39 PM

To: Courtemanche, Joanne < JCourtemanche@fairfieldct.org>

Cc: Simpson, Cathleen < CSimpson@fairfieldct.org>

Subject: Re: Time to Meet

Hello Cathleen and Joanne,

Touching base to see how you are progressing and if I can assist with anything?

Thank you.

Dana

Sent from my iPhone

On Jan 6, 2023, at 4:48 PM, Courtemanche, Joanne < ICourtemanche@fairfieldct.org wrote:

Hello Dana:

Cathleen asked me to confirm with you that we will meet at 2:00 pm in the Memorial Room in the downtown Fairfield library. Have a nice weekend.

From: Dana Kery < danakery@gmail.com > Sent: Thursday, January 5, 2023 3:28 PM

To: Simpson, Cathleen <CSimpson@fairfieldct.org>

Cc: Courtemanche, Joanne < JCourtemanche@fairfieldct.org>

Subject: Re: Time to Meet

Good Afternoon,

I am following up on the purchasing/auditing protocol issues and related matters you recently brought to the Town's attention. As a result, HR is conducting an administrative investigation. As part of that investigation, I would like to schedule a meeting to thoroughly go over the information with you at a mutually convenient time. I looped in Joanne Courtemanche, Labor Relations Specialist, who is assisting me with this highly sensitive and confidential administrative investigation. Once we obtain some dates/times, we will coordinate a private space at the Fairfield Public Library if that is convenient for you.

I greatly appreciate your willingness to assist us.

Best,

Cathleen

Cathleen A. Gimpson Human Resources Director Town of Fairfield Gullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

Simpson, Cathleen

From: Sent: To: Cc: Subject:	Dana Kery <danakery@gmail.com> Tuesday, June 27, 2023 6:49 PM Simpson, Cathleen FOIA; Vintonyak, Ivanna; Ritchey, Peter Re: FOIA request - ToF American Express Statements</danakery@gmail.com>		
Thank you! Thursday afternoon is good	. I appreciate the reply, Cathleen,		
Dana			
Sent from my iPhone			
On Jun 27, 2023, at 4:22 PM, Simpson, Cathleen < CSimpson@fairfieldct.org > wrote:			
Hi again,	Hi again,		
but there is inform	I meant to add that Ivanna is correct in that under FOIA, we are not required to answer questions but there is information available that is responsive to your question. The short answer is yes and can make the history available when you come to inspect the Amex records.		
See you on Thursd	See you on Thursday		
Cathleen	Cathleen		
Sent: Tuesday, June To: 'Dana Kery' <dar Cc: Vintonyak, Ivanr</dar 	From: Simpson, Cathleen Sent: Tuesday, June 27, 2023 4:18 PM To: 'Dana Kery' <danakery@gmail.com>; FOIA <foia@fairfieldct.org> Cc: Vintonyak, Ivanna <ivintonyak@fairfieldct.org>; Ritchey, Peter <pritchey@fairfieldct.org> Subject: RE: FOIA request - ToF American Express Statements</pritchey@fairfieldct.org></ivintonyak@fairfieldct.org></foia@fairfieldct.org></danakery@gmail.com>		

Hi Dana,

Ivanna is out today but returning tomorrow. I presume you are seeking the statements and backup? I have December 2022 ready, but waiting for Finance to complete its review of May 2023. I was told that they should be available by Thursday so perhaps the afternoon is better to ensure the review is complete.

Best,

Cathleen

From: Dana Kery < danakery@gmail.com>
Sent: Tuesday, June 27, 2023 9:06 AM

To: FOIA < FOIA@fairfieldct.org>

Cc: Vintonyak, Ivanna < IVintonyak@fairfieldct.org >; Simpson, Cathleen < CSimpson@fairfieldct.org >;

Ritchey, Peter < PRitchey@fairfieldct.org>

Subject: Re: FOIA request - ToF American Express Statements

Dear Ivanna,

Thank you for the reply. May I view the statements on Thursday, June 29 and if needed Friday, June 30?

Best regards, Dana

Sent from my iPhone

On Jun 22, 2023, at 4:20 PM, FOIA < FOIA@fairfieldct.org> wrote:

Dear Dana Kery,

We are in receipt of your FOIA request. Please note, per FOIA statute (Conn. Gen. Stat. §§ 1-200 et seq), we are obligated to only provide public documents/records that currently exist are subject to the law and not a request for answers to questions.

Let us know your preferred windows of time to come in and inspect American Express credit card statements for the months of December 2022 and May 2023.

Best regards,

Ivanna Vintonyak

Town of Fairfield Human Resources Paralegal Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 Work: 203-256-3005

Cell: 475-450-4600 www.fairfieldct.org



From: Dana Kery < danakery@gmail.com Sent: Tuesday, June 20, 2023 5:23 PM

To: FOIA < FOIA@fairfieldct.org>

Subject: FOIA request - ToF American Express Statements

Hello! FOIA form is attached.

I would like to view the Town of Fairfield American Express credit card statements, including usage by all card holding Town employees for the months of December 2022 and May 2023.

Has there been an update to the ToF Credit Card policy since 4/4/2020?

If there are any fees for searching for these records, please inform me if the cost will exceed \$20.00. I do request a waiver of all fees, as the disclosure is in the public interest. I am a resident of Fairfield and a member of the Town of Fairfield Ethics Commission. This information is not sought for commercial purposes.

Thank you.
Dana Kery
7 Green Acres Lane
Fairfield, CT 06824

Sent from my iPad

Simpson, Cathleen

From: Sent:		Dana Kery <danakery@gmail.com> Wednesday, June 28, 2023 10:28 PM</danakery@gmail.com>			
To:		Simpson, Cathleen			
Cc:		FOIA; Vintonyak, Ivanna; Ritchey, Peter			
Subjec	t:	Re: FOIA request - ToF American Express Statements			
Hi Cath	nleen,				
I don't want to add complexity to your day. Happy to bump until after end of year and the holiday. Would Thursday, July 6 be better?					
Dana					
Sent fr	om my iPhone				
	On Jun 28, 2023, at 6:40 PM, Simpson, Cathleen <csimpson@fairfieldct.org> wrote:</csimpson@fairfieldct.org>				
	entian 10, 1010, at 0.101, m, 3mp30n, cutilicen (comp30n@fairfieldet.org) wrote.				
	Good Evening,				
	Good Evering,				
	Let me know what time works for you tomorrow afternoon. I am in a meeting from 1:30 pm to 2:30 pm but Ivanna is available. You can plan on meeting at HR at a time convenient for you and we can use either the HR conference room or find another one that is available as we are at the end of				
		d our HR Assistant may be using our space tomorrow.			
	Best,				
	Cathleen				
	From: Dana Kery <danake Sent: Tuesday, June 27, 20</danake 	, - 5			
	To: Simpson, Cathleen <c< th=""><th></th></c<>				
	Cc: FOIA < FOIA@fairfieldo	ct.org>; Vintonyak, Ivanna <ivintonyak@fairfieldct.org>; Ritchey, Peter</ivintonyak@fairfieldct.org>			
	<pre><pritchey@fairfieldct.org< pre=""></pritchey@fairfieldct.org<></pre>	> - ToF American Express Statements			
	January No. 1 Olm request	Tot American Express statements			
	Thank you! Thursday afternoon is goo	od. I appreciate the reply, Cathleen.			
	marsuay arternoon is got	na. i appreciate the reply, Cathleen.			
	Dana				
	Sent from my iPhone				

On Jun 27, 2023, at 4:22 PM, Simpson, Cathleen < CSimpson@fairfieldct.org > wrote:

Hi again,

I meant to add that Ivanna is correct in that under FOIA, we are not required to answer questions but there is information available that is responsive to your question. The short answer is yes and I can make the history available when you come to inspect the Amex records.

See you on Thursday.

Cathleen

From: Simpson, Cathleen

Sent: Tuesday, June 27, 2023 4:18 PM

To: 'Dana Kery' < danakery@gmail.com>; FOIA < FOIA < FOIA@fairfieldct.org> Cc: Vintonyak, Ivanna < IVintonyak@fairfieldct.org>; Ritchey, Peter

<PRitchey@fairfieldct.org>

Subject: RE: FOIA request - ToF American Express Statements

Hi Dana,

Ivanna is out today but returning tomorrow. I presume you are seeking the statements and backup? I have December 2022 ready, but waiting for Finance to complete its review of May 2023. I was told that they should be available by Thursday so perhaps the afternoon is better to ensure the review is complete.

Best,

Cathleen

From: Dana Kery < danakery@gmail.com Sent: Tuesday, June 27, 2023 9:06 AM

To: FOIA < FOIA@fairfieldct.org>

Cc: Vintonyak, Ivanna < IVintonyak@fairfieldct.org; Simpson, Cathleen < CSimpson@fairfieldct.org; Ritchey, Peter < PRitchey@fairfieldct.org;

Subject: Re: FOIA request - ToF American Express Statements

Dear Ivanna,

Thank you for the reply. May I view the statements on Thursday, June 29 and if needed Friday, June 30?

Best regards, Dana On Jun 22, 2023, at 4:20 PM, FOIA < FOIA@fairfieldct.org > wrote:

Dear Dana Kery,

We are in receipt of your FOIA request. Please note, per FOIA statute (Conn. Gen. Stat. §§ 1-200 et seq), we are obligated to only provide public documents/records that currently exist are subject to the law and not a request for answers to questions.

Let us know your preferred windows of time to come in and inspect American Express credit card statements for the months of December 2022 and May 2023.

Best regards,

Ivanna Vintonyak

Town of Fairfield Human Resources Paralegal Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 Work: 203-256-3005

Cell: 475-450-4600 www.fairfieldct.org



From: Dana Kery < danakery@gmail.com > Sent: Tuesday, June 20, 2023 5:23 PM

To: FOIA < FOIA@fairfieldct.org>

Subject: FOIA request - ToF American Express Statements

Hello! FOIA form is attached.

I would like to view the Town of Fairfield American Express credit card statements, including usage by all card holding Town employees for the months of December 2022 and May 2023.

Has there been an update to the ToF Credit Card policy since 4/4/2020?

If there are any fees for searching for these records, please inform me if the cost will exceed \$20.00. I do request a waiver of all fees, as the disclosure is in the public interest. I am a resident of Fairfield and a member of the Town of Fairfield Ethics Commission. This information is not sought for commercial purposes.

Thank you.
Dana Kery
7 Green Acres Lane
Fairfield, CT 06824

Sent from my iPad

From:

Simpson, Cathleen

Sent:

Wednesday, June 28, 2023 6:40 PM

To:

'Dana Kery'

Cc:

FOIA; Vintonyak, Ivanna; Ritchey, Peter

Subject:

RE: FOIA request - ToF American Express Statements

Good Evening,

Let me know what time works for you tomorrow afternoon. I am in a meeting from 1:30 pm to 2:30 pm but Ivanna is available. You can plan on meeting at HR at a time convenient for you and we can use either the HR conference room or find another one that is available as we are at the end of the fiscal year crunch and our HR Assistant may be using our space tomorrow.

Best,

Cathleen

From: Dana Kery <danakery@gmail.com> Sent: Tuesday, June 27, 2023 6:49 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Cc: FOIA <FOIA@fairfieldct.org>; Vintonyak, Ivanna <IVintonyak@fairfieldct.org>; Ritchey, Peter

<PRitchey@fairfieldct.org>

Subject: Re: FOIA request - ToF American Express Statements

Thank you!

Thursday afternoon is good. I appreciate the reply, Cathleen.

Dana

Sent from my iPhone

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Hi again,

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See you on Thursday.

Cathleen

From: Simpson, Cathleen

Sent: Tuesday, June 27, 2023 4:18 PM

To: 'Dana Kery' < danakery@gmail.com'>; FOIA < FOIA@fairfieldct.org>

Cc: Vintonyak, Ivanna <IVintonyak@fairfieldct.org>; Ritchey, Peter <PRitchey@fairfieldct.org>

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Work: 203-256-3005 Cell: 475-450-4600 www.fairfieldct.org



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Fairfield, CT 06824

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To: DEEP FOIA < Deep.FOIA@ct.gov >

Subject: FOIA request

You don't often get email from danakery@gmail.com. Learn why this is important

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hello,

Attached is a request to view NOV's associated with the Solid Waste and Recycling Facility, Richard White Way, Fairfield CT, 2012 to present.

Thank you, Dana Kery 7 Green Acres Lane Fairfield, CT 06824 203-362-7797

June 2022

Home Depot

Milwaukee Hammer drill

Scotts Multi Use Sprayer - 2 gal

4 Knock Out Roses

Home Depot Apple Store Don Hayes Shawn Reed AC Unit - \$459 - 5/18/22

Apple Pencil and accessories Shipped to home address with Tax 415 Milford Point Road, Milford

Rite Aid

John Chizmadia

Zicam \$17.49

CVS Amazon

John Chizmadia John Bodie

Viva and Puffs Plus Core Trainer wobble

Amazon

John Bodie

Defender case - 1phone SE/817 Black 29.99

Bassets Auto Glass John Bodie

Invoice 5057 \$250

Fairfield Rotary Club \$160 American Red Cross - 6/2/22 - Scott Bisson

Restaurant expenses John Bodie 4 transactions 5/23-5/25

\$650

Tax paid at Village Bagels - August YTD \$7,700 Tax paid at Village Bagels - Panalatis Gas Station - tax paid, and why local station Tax paid at Staples Tax paid at Michaels

Monthly expense of Sirius XM — 2020 Ford Explorer Monthly expense of Apple Storage Monthly expense of iTunes Annual expense Go To Meeting - \$792 - June 22 through May 2023 Annual expense Constant Contact - \$335 - 6/29 - Galen Brown Monthly expense - Time4Cena.com - \$30 - Shawn Reed

BJ's Membership \$55 annual membership — 03150687160 - Parks and Rec Followed by a purchase - parks and rec June 8 BJ's Membership \$55 annual membership — 19341676974 - John Chizmadia

Razors Edge Tree Services - Lake Mohegan - \$225

Parks and Rec -

CT zoological society, nutmeg bowl, rockn jump, sports center, adventure park Expenses align with summer camps. The large expenses seem excessive for the Amex surcharge.

Review of ToF American Express Statement June 2022

Transactions within the statement violate Credit Card Internal Audit items # 4, 5, 6, 7, 8, 9, 10

Questions created by this review:

Is there a list of Pre-Approved Vendors?

What is the system?

Pressure

Rationalization

Opportunity

Who are the signatories on bank accounts?

Has the signature card been verified at the bank?

Who receives the bank statements? (Are bank statements mailed or emailed?

Who writes the checks?

Who reconciles the bank statements?

Who charges expenses to an account?

How is the appropriate account determined?

Who tracks expenses associated with a bid?

How are bid expenses reported and reconciled?

Theft of fuel?

What is the system?

Inventory?

Electronic Vendor Payments?

What is the driver behind Brenda saying a system is not necessary, the system will be circumvented?

how are audits selected?

How are audit findings reviewed for longevity?

Who manages billing and payments?

Water

Sewer

Tax

Parks and Rec

Sewer compost - Wpca

Bank deposits

adjusts customer accounts

Who reconciles the cash drawers

payments in excess of bid award Who reviews new vendors What is the current list?

Who controls paper checks?

Payroll
Who hires
Who enters payroll rates
How is payroll time captured
Who reviews payroll prior to authorization
Who reviews and removes terminated employees
Who manages the account numbers for direct deposit?
Who inputs?
Who makes changes and corrections?
Who reviews payroll budget to actual?

outsourced Vendors
List of Outsourced Vendors and annual payment
Expense vs bid award
analyze outsourced expense vs salary and benefits
Materials and Equipment
Existing Staff Resources
Within Bid guidelines — how is this verified?

Asset Inventory - should be done

From:

Simpson, Cathleen

Sent:

Tuesday, June 27, 2023 4:22 PM

To:

'Dana Kery'; FOIA

Cc:

Vintonyak, Ivanna; Ritchey, Peter

Subject:

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Thursday, July 13, 2023 10:50 AM

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FOIA; Ritchey, Peter; Simpson, Cathleen

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Saturday, July 15, 2023 11:21 AM

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FOIA; Ritchey, Peter; Simpson, Cathleen

Subject:

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Hello Ivanna and Cathleen,

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Please let me know when it would be convenient for me to pick them up.

I will also be sending another request under separate cover to view the signed credit card memorandum of understanding for each card holder. It appears there are 92 cardholders.

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I would like to view the Town of Fairfield American Express credit card statements, including usage by all card holding Town employees for the months of December 2022 and May 2023.

Has there been an update to the ToF Credit Card policy since 4/4/2020?

If there are any fees for searching for these records, please inform me if the cost will exceed \$20.00. I do request a waiver of all fees, as the disclosure is in the public interest. I am a resident of Fairfield and a member of the Town of Fairfield Ethics Commission. This information is not sought for commercial purposes.

Thank you. Dana Kery

7 Green Acres Lane Fairfield, CT 06824

Sent from my iPad

From:

Simpson, Cathleen

Sent:

Monday, July 17, 2023 4:24 PM

To:

FOIA; Dana Kery

Cc:

Ritchey, Peter; Vintonyak, Ivanna

Subject:

RE: FOIA request to view Credit Card MOU

Attachments:

2023 credit card MOU policy.pdf

HI Dana,

Here is the latest version issued in January, 2023. We will let you know when we have your copies ready of the AMEX records. It should complete over the next few days.

Best,

Cathleen

From: FOIA <FOIA@fairfieldct.org>
Sent: Monday, July 17, 2023 3:53 PM

To: Dana Kery <danakery@gmail.com>; FOIA <FOIA@fairfieldct.org>

Cc: Simpson, Cathleen <CSimpson@fairfieldct.org>; Ritchey, Peter <PRitchey@fairfieldct.org>; Vintonyak, Ivanna

<IVintonyak@fairfieldct.org>

Subject: RE: FOIA request to view Credit Card MOU

Dear Dana Kery,

We are in receipt of your FOIA request. Your request below has been referred to our Department for review and appropriate response. You will be apprised of any costs associated with your request once we complete our review.

Best regards,

Ivanna Vintonyak

Town of Fairfield Human Resources Paralegal Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 Work: 203-256-3005

Cell: 475-450-4600 www.fairfieldct.org



From: Dana Kery < danakery@gmail.com > Sent: Monday, July 17, 2023 3:20 PM

To: FOIA < FOIA@fairfieldct.org>

Subject: FOIA request to view Credit Card MOU

Hello!

FOIA form is attached.

I would like to view the Credit Card Memorandum of Understanding for all Town of Fairfield employees authorized to have and use an American Express credit card.

If there are any fees for searching for these records, please inform me if the cost will exceed \$20.00. I do request a waiver of all fees, as the disclosure is in the public interest. I am a resident of Fairfield. This information is not sought for commercial purposes.

Thank you.
Dana Kery
7 Green Acres Lane
Fairfield, CT 06824

Subject:

Information and Training - Credit Card and Purchasing Policies and Procedures

Location:

Conference Room #2

Start:

Thu 7/20/2023 11:00 AM

End:

Thu 7/20/2023 12:00 PM

Show Time As:

Tentative

Recurrence:

(none)

Meeting Status:

Not yet responded

Organizer:

Courtemanche, Joanne

Required Attendees:

Simpson, Cathleen; Tulin, Adam; Schmitt, Jared

This is one of two trainings being provided. HR will send out notice to the Department Heads on Monday. Thank you both!

Subject: Location: Information and Training - Credit Card and Purchasing Policies and Procedures

Conference Room #1

Start:

Tue 7/25/2023 10:00 AM

End: Show Time As: Tue 7/25/2023 11:00 AM Tentative

Recurrence:

(none)

Meeting Status:

Not yet responded

Organizer:

Courtemanche, Joanne

Required Attendees:

Simpson, Cathleen; Tulin, Adam; Schmitt, Jared

This is session #2 of 2

Subject: Information and Training - Credit Card and Purchasing Policies and Procedures

Location: Conference Room #2

 Start:
 Thu 7/20/2023 11:00 AM

 End:
 Thu 7/20/2023 12:00 PM

Show Time As: Tentative

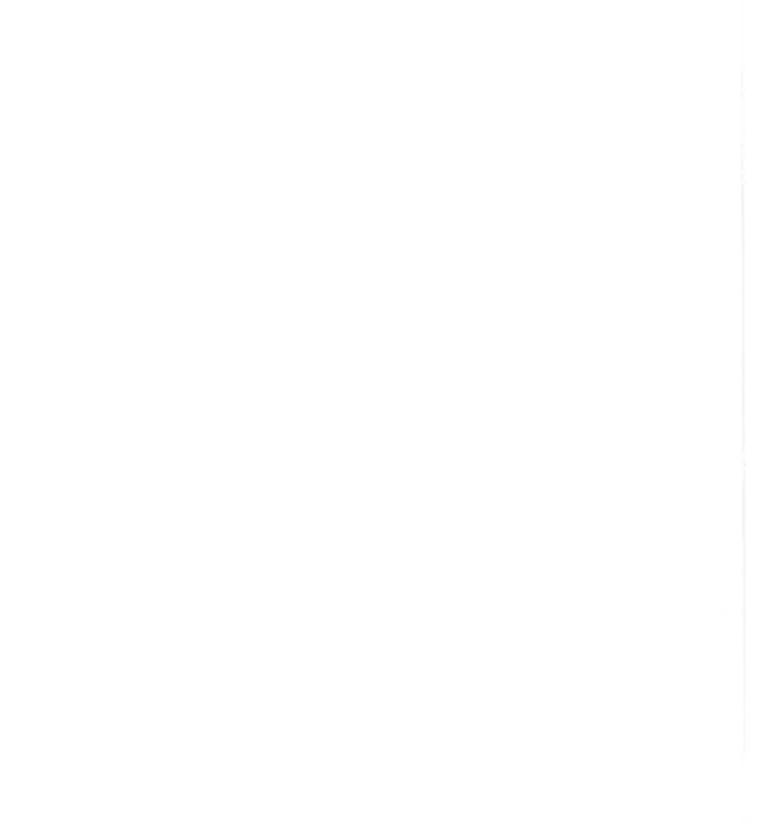
Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Courtemanche, Joanne

Required Attendees: Simpson, Cathleen; Tulin, Adam; Schmitt, Jared

This is one of two trainings being provided. HR will send out notice to the Department Heads on Monday. Thank you both!





Fairfield Town Employees

We will exemplify the Town's mission, vision, and values:

Be an ambassador

- Maintain a positive attitude
- · Greet everyone courteously
- Always be professional

Treat every customer with importance

- Be respectful
- Treat residents and colleagues with an equal sense of urgency
- Keep your promises and commitments

Provide prompt, accurate service

- Take ownership/be accountable
- Be knowledgeable and helpful
- Follow up with customers

We pledge to do our part to make our departments and our Town the model for excellent customer service; to treat all customers (colleagues and residents) with respect and friendliness.

We will take ownership of any problem that is within our power to solve and will do so with a positive and professional attitude.

February 2021

Town of Fairfield Credit Card Policy

Memorandum of Understanding

Between:	
	Employee Name (Cardholder)
And:	
2	Director of Purchasing (Credit Card Administrator)

The purpose of this memorandum of understanding is to summarize the policies and procedures, responsibilities and limitations associated with the use of the Town's procurement (credit) card; to acknowledge that you understand your responsibilities as a cardholder, including punitive sanctions for misuse of your credit card.

The card is issued to you as a delegation of authority to make purchases on behalf of the Town, as a tool to consolidate payables, shorten lead-time and reduce administrative costs.

I. General Policies:

• The unique credit card that you will receive has your name embossed on it. No member of your staff, your family, your supervisor or anyone else may use this card. It is the cardholder's responsibility to safeguard the credit card and account number at all times. Misuse of your card will be considered a violation of trust and may require that the card be withdrawn with subsequent disciplinary action.

THE CREDIT CARD IS NOT BE USED FOR PERSONAL PURCHASES:

• The credit card must not be used for personal purposes or for items purchased for others that are personal in nature. This

includes alcoholic beverages, cash advances, gift certificates, fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc.

- You must comply with Federal, State and Town Ordinances, Charter provisions, regulations, policies and procedures.
- Purchases must not be split to avoid Town bidding requirements.
- Capital items must not be purchased on the credit card. This includes computers, machinery, equipment and other items with individual costs greater than \$1,000.
- Use of the credit card is not intended to replace effective procurement planning which enable volume discounts.
- The nature of all purchases must be substantiated at all times and you must be able to validate the official need for the purchase. If you cannot substantiate whether the purchase was necessary and for official Town use, disciplinary action may occur.
- Consequences of misuse of the credit card may include any one or combination of the following remedial actions:
 - Verbal notification of infraction;
 - Written notification of infraction with copies sent to the Chief Elected Official;
 - Card suspension with permanent loss of privileges;
 - Disciplinary action up to and including personal liability and repayment.
- Questions concerning procurement regulations should be directed to the Director of Purchasing.

II. Prudent Judgement for Purchases

Employees must use prudent judgement whenever using the Town credit card for department purchases. Department Heads must do their best to limit the use of their credit card and have

department required purchases initiated by the person most knowledgeable about the expenditure.

III. <u>Purchasing Procedures at Merchant's Site, Telephone Order or Internet:</u>

- You may use your credit card at any merchant that accepts American Express credit cards for payment of purchases.
- Notify the merchant that the purchase is for the Town of Fairfield and that it is <u>exempt from state sales tax</u>. The vendor may ask you to provide a Cert 134 form (for commodities) and Department of Revenue Services - Statement of Tax Exempt Status. Meals and lodging use the Cert-112. These forms may be obtained from the Purchasing Department.
- Obtain a sales receipt for all purchases.
- Obtain and retain your sales receipts for verification and reconciliation to your monthly Statement of Account from American Express.
- Whenever possible <u>use the free shipping option</u> if it is available to you.
- Consult with Purchasing to ensure that you are using preapproved local order vendors when making purchases.

IV. <u>Procedures After Purchase</u>:

• At the close of each billing cycle, you will receive a Statement of Account from American Express. The statement will itemize each transaction charged to your credit card account.

Upon receipt of the Statement, complete each of the actions listed below:

- 1. Compare your receipts to the monthly Statement of Account from American Express for accuracy.
- 2. Obtain a blank copy of a Reconciliation Voucher sheet from the Finance Department. (Attached)
- 3. Record credit card expenditures by appropriate general ledger account number and amount on the Reconciliation Voucher.
- 4. Attach copies of the sales receipts and monthly Statement of Account from American Express to the Reconciliation Voucher. Attach all credit vouchers (if applicable) to the Reconciliation Voucher.
- 5. The total expenses recorded per the Reconciliation Voucher must agree to the total expenditures per the monthly Statement of Account from American Express.
- 6. A minimum of the following two signatures are required on the Reconciliation Voucher:

You - The Cardholder

Immediate Supervisor (if applicable)

Department Head

The Department Head must <u>ALWAYS</u> sign the Reconciliation Voucher designating approval. If the cardholder is the Department Head, then the signature of the Chief Fiscal Officer must be obtained designating review and approval.

7. Forward the Reconciliation Voucher and receipts to the Finance Department <u>within five working days</u> of receipt of the monthly Statement of Account from American Express.

V. <u>Travel and Meeting Documentation:</u>

- All items charged to your credit card for the purpose of Town-related travel and meetings (including luncheons, dinners, seminars, etc.) must be justified by proper sales receipts and <u>be fully documented on a Travel and Meeting expense report</u>.
- The Travel and Meeting expense report will detail the date, place(s) visited, participants at the meeting, purpose of the meeting and the total amount charged to the credit card.
- It is imperative that all Travel and Meeting charges be for <u>Town</u> <u>business related purposes only.</u>

Meals Charged on the Credit Card:

- Meals charged on the credit card are limited to consumption by that individual employee only and should directly relate to specific Town business or meeting. Employees must not charge meals for persons not directly employed by the Town of Fairfield, including interns, volunteers, committee members, vendors, and outside business associates.
- Business Meals During Meetings: The meeting should be have a clear, reasonable, specific business purpose and agenda.
- Be a direct expense that is necessary in order to conduct Town business.
- All meals purchased shall be reported on the Travel and Meeting expense report and shall detail the date, name of food establishment, business purpose for the meal and the total amount charged to the credit card.

VII. Disputed Items:

- The cardholder is responsible for reporting/returning unsatisfactory goods or services to the merchant for replacement or refund. If the merchant refuses to remedy the faulty condition, the purchase of the item(s) will be considered to be in dispute.
- If charges on your statement are deemed incorrect then your statement is considered to be in dispute. A disputed item must be noted on the cardholder's Statement of Account and American Express must be notified immediately. The Town will make full payment of the disputed charge and American Express will credit the disputed charge on the following month's statement.

VIII. Lost or Stolen Credit Cards:

• If your credit card is lost or stolen, notify the Director of Purchasing immediately. If appropriate, the Police Department will be notified depending on the situation (i.e., burglary, etc.).

5

- Provide the following information to the Director of Purchasing: your complete name, department, credit card number, the date reported to the police (if applicable), and any purchase(s) you made on the day the card was lost or stolen.
- American Express will issue a new card and account number.
 You will not be responsible for paying any fraudulent charges on your account.

IX. Changes to Cardholder Information:

- Changes to a cardholder's name should be reported to the Director of Purchasing. A new credit card will be issued.
- If you terminate your service with the Town of Fairfield, you must return your credit card to the Director of Purchasing prior to leaving.
- If you move to job position in another department, you must notify the Director of Purchasing prior to the change.

**4

CARDHOLDER MEMORANDUM OF AGREEMENT

I have read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card. I acknowledge that I have received a credit card to be used for the purpose of making purchases on behalf of the Town of Fairfield. I understand my responsibilities as a cardholder, which include punitive sanctions for misuse of my credit card.

Cardnolder Name (Please Print):	
Cardholder Signature:	
Department:	
Credit Card Number Issued – Last Four Digits:	
Date:	

~ A COPY OF THIS SIGNED LAST PAGE WILL BE RETAINED IN THE TOWN PURCHASING DEPARTMENT AS CREDIT CARD ADMINISTRATOR ~

Updated: 4/4/20

Memorandum of Understanding

Between:	
	Employee Name (Cardholder)
And:	
	Director of Purchasing (Credit Card Administrator)

The purpose of this memorandum of understanding is to summarize the policies and procedures, responsibilities and limitations associated with the use of the Town's procurement (credit) card; to acknowledge that you understand your responsibilities as a cardholder, including punitive sanctions for misuse of your credit card.

The card is issued to you as a delegation of authority to make purchases on behalf of the Town, as a tool to consolidate payables, shorten lead-time and reduce administrative costs.

I. General Policies:

- The unique credit card that you will receive has your name embossed on it. No member of your staff, your family, your supervisor or anyone else may use this card. It is the cardholder's responsibility to safeguard the credit card and account number at all times. Misuse of your card will be considered a violation of trust and may require that the card be withdrawn with subsequent disciplinary action.
- The credit card must not be used for personal purposes or for items purchased for others that are personal in nature. This includes alcoholic beverages, cash advances, gift certificates, fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc.

444

CARDHOLDER MEMORANDUM OF AGREEMENT

I have read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card. I acknowledge that I have received a credit card to be used for the purpose of making purchases on behalf of the Town of Fairfield. I understand my responsibilities as a cardholder, which include punitive sanctions for misuse of my credit card.

The Town reserves the right to review and inspect goods purchased by you on your credit card at any time.

~ A COPY OF THIS SIGNED LAST PAGE WILL BE RETAINED IN THE TOWN PURCHASING DEPARTMENT AS CREDIT CARD ADMINISTRATOR AND YOUR PERSONNEL FILE ~

Updated 1-4-2023

- Any fraudulent activity occurring on your credit card must be immediately reported to the Director of Purchasing.
- American Express will issue a new card and account number.
 You will not be responsible for paying any fraudulent charges on your account.

VIII. Changes to Cardholder Information:

- Changes to a cardholder's name should be reported to the Director of Purchasing. A new credit card will be issued.
- If you terminate your service with the Town of Fairfield, you must return your credit card to the Director of Purchasing prior to leaving.
- If you move to a new job/position in another department, you must notify the Director of Purchasing prior to the change.

PLEASE SIGN AND RETURN CARDHOLDER MEMORANDUM OF AGREEMENT ON THE FOLLOWING PAGE.

- You must comply with Fed Charter provisions, regulations
 Purchases must not be split approval requirements.
 Use of the credit card is a procurement planning which e
 The nature of all purchases must you must be able to validate the you cannot substantiate wheth for official Town use, disciplina
 - You must comply with Federal, State and Town Ordinances, Charter provisions, regulations, policies and procedures.
 - Purchases must not be split to avoid Town bidding and/or approval requirements.
 - Use of the credit card is not intended to replace effective procurement planning which enable volume discounts.
 - The nature of all purchases must be substantiated at all times and you must be able to validate the official need for the purchase. If you cannot substantiate whether the purchase was necessary and for official Town use, disciplinary action may occur.
 - Consequences of misuse of the credit card may include any one or combination of the following remedial actions:
 - Verbal notification of infraction;
 - Written notification of infraction with copies sent to the Chief Elected Official;
 - Card suspension with permanent loss of privileges;
 - Disciplinary action up to and including personal liability, repayment and/or termination of employment.
 - Questions concerning procurement regulations should be directed to the Director of Purchasing.

II. Prudent Judgement for Purchases

Employees must use prudent judgement whenever using the Town credit card for department purchases. Department Heads must do their best to limit the use of their credit card and have department required purchases initiated by the person most knowledgeable about the expenditure.

III. <u>Purchasing Procedures at Merchant's Site, Telephone Order or Internet:</u>

- You may use your credit card at any merchant that accepts American Express credit cards for payment of purchases.
- If possible, capital items should not be purchased on the credit card. This includes computers, printers, machinery, equipment and other capital items with individual costs greater than \$1,000.
- Any single credit card purchase that exceeds \$1,000 must receive email approval first from the Department Head and then from the CFO prior to making the purchase. The email approval from the Department Head/CFO must be attached to your monthly Reconciliation Voucher submitted to Finance.
- Notify the merchant that the purchase is for the Town of Fairfield and that it is exempt from state sales tax. The vendor may ask you to provide a Cert-134 form (for commodities) and Department of Revenue Services Statement of Tax Exempt Status. Meals and lodging use the Cert-112. These forms may be obtained from the Purchasing Department.
- Obtain a sales receipt for all purchases.
- Obtain and retain your sales receipts for verification and reconciliation to your monthly Statement of Account from American Express.
- Whenever possible <u>use the free shipping option</u> if it is available to you.
- Consult with Purchasing to ensure that you are using preapproved local order vendors when making purchases.

IV. Procedures After Purchase:

• At the close of each billing cycle, you will receive a Statement of Account from American Express. The statement will itemize each transaction charged to your credit card account.

Upon receipt of the Statement, complete each of the actions listed below:

- 1. Compare your receipts to the monthly Statement of Account from American Express for accuracy.
- 2. Obtain a blank copy of a Reconciliation Voucher sheet from the Finance Department. (Attached)
- 3. Record credit card expenditures by appropriate general ledger account number and amount on the Reconciliation Voucher.
- 4. Attach copies of the sales receipts and monthly Statement of Account from American Express to the Reconciliation Voucher. Attach all credit vouchers (if applicable) to the Reconciliation Voucher.
- 5. The total expenses recorded per the Reconciliation Voucher must agree to the total expenditures per the monthly Statement of Account from American Express.
- 6. A minimum of the following two signatures are required on the Reconciliation Voucher:

You - The Cardholder Immediate Supervisor (if applicable) Department Head

The Department Head must <u>ALWAYS</u> sign the Reconciliation Voucher designating approval. If the cardholder is the Department Head, then the signature of the Chief Fiscal Officer must be obtained designating review and approval.

7. Forward the Reconciliation Voucher and receipts to the Finance Department <u>within five working days</u> of receipt of the monthly Statement of Account from American Express.

V. Travel and Meeting Documentation:

All credit card purchases for Travel and Meeting must comply with the Town Travel and Meeting Policy.

- All items charged to your credit card for the purpose of Town-related travel and meetings (including luncheons, dinners, seminars, etc.) must be justified by proper sales receipts and <u>be fully documented on a Travel and Meeting expense report.</u> (Attached)
- The Travel and Meeting expense report will detail the date, place(s) visited, participants at the meeting, purpose of the meeting and the total amount charged to the credit card.
- It is imperative that all Travel and Meeting charges be for <u>Town</u> <u>business related purposes only and are necessary expenses</u> <u>required to conduct Town business</u>.

Meals Charged on the Credit Card:

- Meals charged on the credit card are limited to consumption by that individual employee only and should directly relate to specific Town business or meeting. Employees must not charge meals for persons not directly employed by the Town of Fairfield, including interns, volunteers, committee members, vendors, and outside business associates. (Meals may be purchased for other Town employees but you must designate the name of each employee and the purpose of the meeting on your Travel and Meeting expense report.)
- Meals during Town Business and Town Meetings: The meeting should have a clear, reasonable, specific business purpose and agenda.

 Gratuities must not exceed 18% and alcoholic beverages are not to be purchased on the Town credit card.

Daily Meal Reimbursement Amounts: When out of Town or when traveling on Town Business:

Breakfast	S11	Town has a
Lunch		Town business falls between 7:00 a.m. and 9:00 a.m.
Dinner	\$12	Town business falls between 12-00
Diritiei	\$23	Town business falls between 12:00 p.m. and 2:00 p.m. Town business falls between 5:00 p.m. and 7:00 p.m.

 Dinner pertaining to Night Meetings after work will be reimbursed at a maximum of \$12 if the employee has worked eight hours (normal working day including lunch) prior to the meeting and it is mandatory that the employee attend the meeting as a requirement of his/her job after working hours.

VI. <u>Disputed Items</u>:

- The cardholder is responsible for reporting/returning unsatisfactory goods or services to the merchant for replacement or refund. If the merchant refuses to remedy the faulty condition, the purchase of the item(s) will be considered to be in dispute.
- If charges on your statement are deemed incorrect then your statement is considered to be in dispute. A disputed item must be noted on the cardholder's Statement of Account and American Express must be notified immediately. The Town will make full payment of the disputed charge and American Express will credit the disputed charge on the following month's statement.

VII. Lost or Stolen Credit Cards:

- If your credit card is lost or stolen, notify the Director of Purchasing immediately. If appropriate, the Police Department will be notified depending on the situation (i.e., burglary, etc.).
- Provide the following information to the Director of Purchasing: your complete name, department, credit card number, the date reported to the police (if applicable), and any purchase(s) you made on the day the card was lost or stolen.

- Any fraudulent activity occurring on your credit card must be immediately reported to the Director of Purchasing.
- American Express will issue a new card and account number.
 You will not be responsible for paying any fraudulent charges on your account.

VIII. Changes to Cardholder Information:

- Changes to a cardholder's name should be reported to the Director of Purchasing. A new credit card will be issued.
- If you terminate your service with the Town of Fairfield, you must return your credit card to the Director of Purchasing prior to leaving.
- If you move to a new job/position in another department, you must notify the Director of Purchasing prior to the change.

PLEASE SIGN AND RETURN CARDHOLDER MEMORANDUM OF AGREEMENT ON THE FOLLOWING PAGE.

CARDHOLDER MEMORANDUM OF AGREEMENT

I have read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card. I acknowledge that I have received a credit card to be used for the purpose of making purchases on behalf of the Town of Fairfield. I understand my responsibilities as a cardholder, which include punitive sanctions for misuse of my credit card.

The Town reserves the right to review and inspect goods purchased by you on your credit card at any time.

~ A COPY OF THIS SIGNED LAST PAGE WILL BE RETAINED IN THE TOWN PURCHASING DEPARTMENT AS CREDIT CARD ADMINISTRATOR AND YOUR PERSONNEL FILE ~

Updated 1-4-2023



TOWN TRAVEL AND MEETING POLICY

PURPOSE

Town-wide travel and meeting policies and procedures have been designed to:

- Ensure that employee Travel and Meeting Reports submitted to the Finance Department are properly completed and include proper supporting documentation.
- Increase internal accounting controls over employee requests for reimbursement.
- Ensure that reimbursements are made for valid and approved businessrelated expenses.
- Establish consistency among employee Travel and Meeting Reports submitted for reimbursement.

POLICIES

Town employees shall be reimbursed for expenses incurred in the performance of their work duties.

All travel and meetings shall be approved by the department head and shall be in accordance with the rates and criteria set forth in this policy.

Reimbursable Travel and Meeting Expenses: Expenses incurred that are essential to transacting official Town business, including, but not limited to the following will be reimbursed:

- Use of privately owned vehicles for Town business:
 - Privately owned vehicles may be used for Town meetings, conventions and seminars. Mileage reimbursement shall be in

- Parking charges and toll charges incurred in the use of a privately owned vehicle are reimbursable and must be substantiated by proper receipts.
- Charges for road service, repairs, towage and other similar expenses are not reimbursable.

Conventions and Seminars:

 Enrollment fees for convention and seminar attendance are reimbursable and must be substantiated by event itinerary and a proper receipt or canceled check.

Meals: All Meals and other Food Purchases Must be related to Town Business purposes only:

- In-state meals will be reimbursed if Town business requires an employee to be 15 or more miles away from his/her normal work location and Town business falls during hours per the schedule below. The reimbursement of business meals is set at a maximum of \$51 per day (unless designated otherwise per union contract).
- Out-of-state meals will be reimbursed according to the same schedule below. The reimbursement of business meals is set at a maximum of \$51 per day (unless designated otherwise per union contract).

Breakfast	\$11	Town business falls between 7:00 a.m. and 9:00 a.m.
Lunch	\$12	Town business falls between 12:00 p.m. and 2:00 p.m.
Dinner	\$23	Town business falls between 5:00 p.m. and 7:00 p.m.
Incidentals	\$5	Town business exceeds eight hours worked

- Dinner pertaining to Night Meetings after work will be reimbursed at a maximum of \$12 if the employee has worked eight hours (normal working day including lunch) prior to the meeting and it is mandatory that the employee attend the meeting as a requirement of his/her job after working hours.
- Gratuities/tips should not exceed a maximum of 18% of the total restaurant bill before tax.

- Dinner pertaining to Night Meetings after work will be reimbursed at a maximum of \$12 if the employee has worked eight hours (normal working day including lunch) prior to the meeting and it is mandatory that the employee attend the meeting as a requirement of his/her job after working hours.
- Gratuities/tips should not exceed a maximum of 18% of the total restaurant bill before tax.
- Meals must be substantiated by proper restaurant cash register receipt and/or credit card receipt. Alcoholic beverages purchased will not be reimbursed.

All air travel, lodging and car rental shall only be authorized at the <u>lowest available rate</u>. No upgraded first class lodging, airfare or car rental will be paid for by the Town. Employees are expected to travel using the most economical means possible.

Lodging:

 Must be substantiated by proper receipt and credit card receipt. In-room movie rentals will not be reimbursed.
 Personal long-distance telephone calls will not be reimbursed.

Bus, Taxi, Airfare, Parking Fees, and Highway Tolls:

 Must be substantiated by proper receipts and credit card receipt if applicable.

Important! All expenditures which encompass Town related travel or meeting expenses must be documented on a Travel and Meeting Report along with Department Head signature and receipts.

 Travel and Meeting Reports can be obtained from the Finance Department and must contain the following information:

Payee name
Department
Dates of travel and/or meetings
Explanation of the expense
Amount of each expense
Total amount due
Signature of Department Head

combine group employee retirement celebrations into one party. Actual expenses for a group retirement party (for three or more retirees) shall not to exceed \$300. A voluntary employee collection/contribution amongst departments may be instituted to supplement the retirement celebration expense.

Funds can be used for any expense related to the retirement party such as cake, food, non-alcoholic drinks, decorations, flowers, etc. The funds shall not be used towards a gift to the retiree.

It should be noted that the Town of Fairfield does not pay sales tax when purchasing cake, food, etc. and the State sales tax exemption certificate should be used at time of purchase. A State of Connecticut sales tax exemption certificate form is attached.

<u>Note</u>: These funds may not be used for occasions such as employee birthdays, weddings, anniversaries or other celebrations of a personal nature, which should be paid for by employee contributions.

REQUEST FOR NON-LOCAL TRAVEL

- All out of state travel must be approved in advance by the First Selectman. Prior approval is obtained by submitting a completed Request for Non-local Travel Form to the First Selectman. Forms can be obtained from the Accounting Department.
- All Travel and Meeting Reports submitted to the Finance Department will be reviewed by the Budget Director and are subject to budget approval prior to payment.

MONETARY ADVANCES

- Monetary advances for Town travel/meeting may be obtained by submitting a completed Employee Cash Advance Request Form to the Accounting Department. Forms can be obtained from the Accounting Department.
- A cash advance may not to be used to pay for personal services of any nature.
- An advance request will not be granted to an employee with an outstanding cash advance balance.
- An advance check will be available within ten days of receipt in the Accounts Payable Office.

- A cash advance may not to be used to pay for personal services of any nature.
- An advance request will not be granted to an employee with an outstanding cash advance balance.
- An advance check will be available within ten days of receipt in the Accounts Payable Office.
- If monies are given in advance for Town travel and meeting expenses, then all receipts plus any left over cash comprising the total advance allotted should be handed in to the Finance Department along with the completed Travel and Meeting Report.
- Cash advances must be accounted for within ten working days of the projected dates as defined in the preceding section, either with adequate receipts, cash or a check for the balance made payable to the Town of Fairfield.
- Failure to account for advanced funds in full within sixty days will result in an employee payroll deduction for the balance due.

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Monday, March 6, 2023 3:15 PM

To: Subject:

'Lori Charlton' RE: Fraud Policy

Hi Lori,

Hope you had a nice weekend. I meant to get back to you sooner. Thank you for providing me with this. It is helpful as part of the review of the history and how best to go forward. I appreciate your help.

Best,

Cathleen

From: Lori Charlton < ltcharlton@optimum.net > Sent: Thursday, March 2, 2023 2:29 PM

To: Simpson, Cathleen <CSimpson@fairfieldct.org>

Subject: Fraud Policy

Hi Cathleen,

Passing this along in case you have not seen it. It is a copy of the Town's fraud policy and was apparently implemented in response to independent auditor recommendations a number of years ago. Auditors look for this type of policy to ensure that entities provide clarity about what constitutes fraud and to outline management's responsibilities. The absence of a policy like this might constitute a "material weakness" in internal controls (as defined in professional auditing standards) that requires disclosure and reporting.

I honestly never saw this or knew of its existence before someone sent it to me yesterday. I confirmed with our auditor that it is consistent with what he has on file and which is represented to him to be the policy we have in place. I have no idea whether this is incorporated into other Town policies, but passing along because you mentioned you were in the process of updating policies (and perhaps a code of conduct & employee handbook?).

Thanks,

Lori

Begin forwarded message:

From: Lori Charlton < ltcharlton@optimum.net>

Subject: Fraud Policy

Date: March 2, 2023 at 12:39:20 PM EST

To: Joseph Centofanti < jcentofanti@pkfod.com>

Joe, please let me know if this is consistent with what you have in your files. Thanks.

Town of Fairfield Municipal Fraud Policies and Procedures

PURPOSE AND SCOPE:

This Municipal Fraud Policy was created:

To establish policy and procedures for clarifying acts that are considered to be fraudulent, describing the steps to be taken when fraud or other related dishonest activities are suspected, and providing procedures to follow in accounting for missing funds, restitution and recoveries;

To strengthen the public's confidence in the integrity of municipal government employees by establishing a formal process for reporting investigating, and resolving cases of <u>fraud</u> and abuse.;

To raise the awareness of municipal officials/employees to integrity-related issues by initiating integrity-related programs and policies throughout Town Departments; and

To provide guidance and assistance to Town Department heads concerning recommendations for specific integrity related issues that emphasize prevention, detection and correction of fraud, corruption, and abuse within their organizations.

Definition of Terms:

Fraud is understood to mean a dishonest and deliberate course of action which results in the obtaining of money, property or an advantage to which the recipient would not normally be entitled. This would include:

- · Theft, misuse, or diversion of money, equipment and/or materials;
- Worker's compensation fraud;
- Intentional failure to report damage;
- Intentional failure to provide product or services that are a part of your job;
- Intentional misrepresentation of Town's or governmental policies;
- Payroll falsification (theft of time)

Abuse entails the exploitation of "loopholes" to the limits of the law, primarily for personal advantage. For example, an employee abuses a system of travel allowances by intentionally and unnecessarily scheduling meetings in another Town on a Friday afternoon and on the following Monday morning in order to claim per diem over a weekend.

I. GENERAL

A. The Town of Fairfield is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the Town of Fairfield to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the Town and, when appropriate, to pursue legal remedies available under the law.

B. DEFINITIONS

- Fraud Fraud includes, but is not limited to:
 - a. Claim for reimbursement of expenses that are not job-related or authorized by the current bargaining agreement.
 - b. Forgery or unauthorized alteration of documents (checks, promissory notes, time sheets, independent contractor agreements, purchase orders, budgets, etc.).
 - c. Misappropriation of Town assets (funds, securities, supplies; furniture, equipment, etc.).
 - d. Improprieties in the handling or reporting of money transactions.
 - c. Authorizing or receiving payment for goods not received or services not performed.
 - f. Computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of Town-owned software.
 - g. Misrepresentation of information on documents.
 - h. Any apparent violation of Federal, State, or Local laws related to dishonest activities or fraud.
- 2. <u>Employee</u> In this context, employee refers to any individual or group of individuals who receive compensation, either full- or part-time, from the Town of Fairfield. The term also includes any volunteer who provides services to the Town through an arrangement with the Town or a Town organization.
- 3. <u>Management</u> In this context, management refers to any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources, including human resources.
- 4. <u>Police Chief</u> and <u>Department of Human Resources</u> In this context, Police Chief and Department of Human Resources refers to the persons who shall investigate credible claims of fraud.

- 5. External Auditor In this context, External Auditor refers to independent audit professionals who perform annual audits of the Town's financial statements.
- C. It is the Town's intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, and length of service or relationship with the Town of any party who might be or become involved in or becomes the subject of such investigation.
- D. Each department of the Town is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud, misappropriations, and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.
- E. The Department of Human Resources, in conjunction with the Town Attorney, the First Selectman, the Chief of Police and, if needed, the Chief Fiscal Officer, have the primary responsibility for the investigation of all activity as defined in this policy.
- F. Throughout the investigation, the Department of Human Resources will inform the Town Chief Fiscal Officer of pertinent investigative findings.
- G. Employees will be granted whistle-blower protection when acting in accordance with this policy. When informed of a suspected impropriety, neither the Town nor any person acting on behalf of the Town shall:
- 1. Dismiss or threaten to dismiss the employee,
- 2. Discipline, suspend, or threaten to discipline or suspend the employee,
- 3. Impose any penalty upon the employee, or
- 4. Intimidate or coerce the employee.

Violations of the whistle-blower protection will result in discipline up to and including dismissal.

- **H.** Upon conclusion of the investigation, the results will be reported to the First Selectman and the Board of Selectmen.
- I. The Town Director of Human Resources, following review of investigation results, shall take appropriate action regarding employee misconduct. Disciplinary action can include termination, and referral of the case to the State's Attorney for possible prosecution.
- J. The Town will pursue every reasonable effort, including court ordered restitution, to obtain recovery of Town losses from the offender, or other appropriate sources.

III. PROCEDURES

A. First Selectman Responsibilities

- 1. If the First Selectman has reason to suspect that a fraud has occurred, he or she shall immediately contact the Town Attorney, Chief of Police, Director of Human Resources or the Town Chief Fiscal Officer.
- The alleged fraud or audit investigation shall not be discussed with the media by any person other than the Town Attorney and the Department of Human Resources.

B. Management Responsibilities

- 1. Management is responsible for being alert to, and reporting fraudulent or related dishonest activities in their areas of responsibility.
- 2. Each manager should be familiar with the types of improprieties that might occur in his or her area and be alert for any indication that improper activity, misappropriation, or dishonest activity is or was in existence in his or her area.
- 3. When an improper activity is detected or suspected, management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.
- 4. If management determines a suspected activity may involve fraud or related dishonest activity, they should contact their immediate supervisor (or contact the Town Attorney, First Selectman or Director of Human Resources if the supervisor is involved).
- 5. Department Heads should inform the First Selectman immediately upon learning of a credible allegation of fraud (or contact the Town Attorney, Chief of Police or Director of Human Resources if the First Selectman is implicated).
- 6. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrence of improper actions.
- 7. Management should support the Town's responsibilities and cooperate fully with the Department of Human Resources, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of criminal acts, including the prosecution of offenders.
- 8. Management must give full and unrestricted access to all necessary records and personnel. All Town furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.
- 9. In dealing with suspected dishonest or fraudulent activities, great care must be taken. Therefore, management should not:
 - Make unfounded accusations.
 - b. Alert suspected individuals that an investigation is underway.
 - c. Treat employees unfairly.

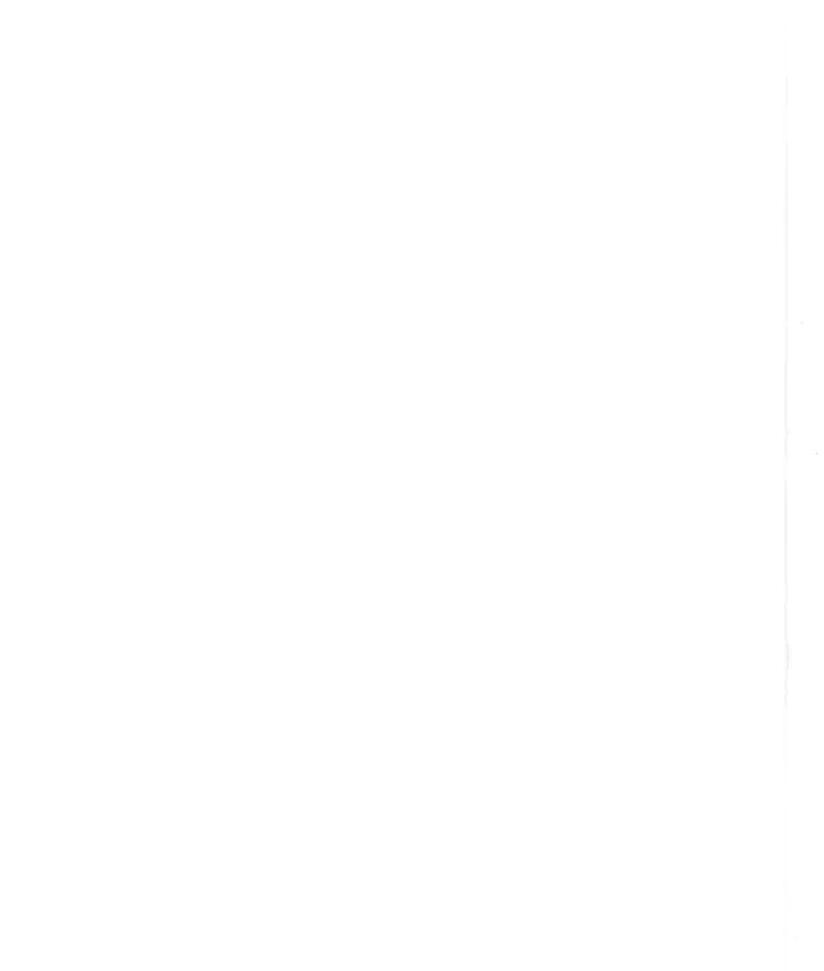
- Make statements that could lead to claims of false accusations or other offenses.
- 10. In handling dishonest or fraudulent activities, management has the responsibility to:
 - a. Make no contact (unless requested) with the suspected individual to determine facts or demand restitution. Under no circumstances should there be any reference to "what you did", "the crime", "the fraud", "the misappropriation", etc.
 - b. Avoid discussing the case, facts, suspicions, or allegations with anyone outside the Town, unless specifically directed to do so by the Town Attorney.
 - c. Avoid discussing the case with anyone inside the Town other than employees who have a need to know such as the First Selectman, Town Chief Fiscal Officer, Department of Human Resources, Town Attorney or law enforcement personnel.
 - d. Direct all inquiries from the suspected individual, or his or her representative, to the Town Attorney. All inquiries by an attorney of the suspected individual should be directed to the Town Attorney. All inquiries from the media should be directed to the First Selectman or Police Chief.
 - e. Take appropriate corrective and disciplinary action, up to and including dismissal, after consulting with the Director of Human Resources and the Town Attorney, in conformance with the Town's Personnel Policies and Procedures or the appropriate bargaining document.

C. Employee Responsibilities

- 1. A suspected fraudulent incident or practice observed by, or made known to, an employee must be reported to the employee's supervisor for reporting to the proper management official.
- When the employee believes the supervisor may be involved in the inappropriate
 activity, the employee shall make the report directly to the next higher level of
 management or contact the Town Attorney, the Town Chief Fiscal Officer or Director of
 Human Resources.
- 3. The reporting employees shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the Department of Human Resources or law enforcement personnel.

D. Department of Human Resources Responsibilities

1. Upon request of any town employee, the Department of Human Resources will promptly investigate allegations of fraud and notify either the Town Attorney or Police Chief, and in the case of financial fraud, the Chief Fiscal Officer.



- 2. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Department of Human Resources, in consultation with the Town Attorney, shall contact the Town of Fairfield Police Department.
- 3. The Department of Human Resources shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.
- 4. If evidence is uncovered showing possible dishonest or fraudulent activities, the Department of Human Resources will proceed as follows:
 - a. Discuss the findings with the appropriate management/supervisor and the Department Head.
 - b. Advise management, if the case involves staff members, to meet with the Department of Human Resources (or his/her designated representative) to determine if disciplinary actions should be taken. Any disciplinary action taken will be in accordance with the Town Personnel Rules and any applicable Memorandums of Understanding.
 - c. Report to the External Auditor such activities in order to assess the effect of the illegal activity on the Town's financial statements.
 - d. Coordinate with the Town's Risk Management insurer regarding notification to insurers and filing of insurance claims.
 - e. Take immediate action, in consultation with the Town Attorney and Chief Fiscal Officer, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:
 - 1) Removing the records and placing them in a secure location, or limiting access to the location where the records currently exist.
 - 2) Preventing the individual suspected of committing the fraud from having access to the records.
- 5. In consultation with the Town Attorney and the Town of Fairfield Police Department, the Department of Human Resources may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.
- 6. If the Department of Human Resources is contacted by the media regarding an alleged fraud or audit investigation, the Department of Human Resources will consult with the First Selectman and the Town Attorney, as appropriate, before responding to a media request for information or interview.
- 7. At the conclusion of the investigation, the Department of Human Resources will document the results in a confidential memorandum report to the First Selectman, the Town Attorney, and in cases of financial fraud to the Chief Fiscal Officer. If the report concludes that the allegations are founded, the report will be forwarded to the Town of Fairfield Police Department.
- 8. Unless exceptional circumstances exist, a person under investigation for fraud shall be given notice in writing of essential particulars of the allegations following the conclusion of the audit. Where notice is given, the person against whom allegations are

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being made may submit a written explanation to the Department of Human Resources no later than seven calendar days after notice is sent.

- 9. The Department of Human Resources will be required to make recommendations to the appropriate department for assistance in the prevention of future similar occurrences.
- 10. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Department of Human Resources to that department.

IV. EXCEPTIONS

There are no exceptions to this policy unless provided and approved by the First Selectman and the Town Attorney.



TOWN OF FAIRFIELD STANDARDS OF CONDUCT MUNICIPAL FRAUD POLICIES AND PROCEDURES

Public service is a public trust, and the proper operation of the Town of Fairfield requires that all Town officials and employees, whether elected or appointed, paid or unpaid, be impartial and responsible to the public. Public office and employment must not be used for unfair personal or financial advantage. The public needs and deserves to have confidence in the integrity of the municipal government of our Town.

Officers and employees of the Town of Fairfield must refrain from personal, business, and financial activities that adversely affect the individual's fidelity and impartiality, having regards for the nature and scope of their official responsibilities

STANDARDS OF CONDUCT

The Town of Fairfield official STANDARDS OF CONDUCT is described in detail in the TOWN CHARTER -ARTICLE XI, sections 11.1 thru 11.5 (copy attached).

MUNICIPAL FRAUD POLICIES AND PROCEDURES

The Town of Fairfield is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the Town of Fairfield to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the Town and, when appropriate, pursue legal remedies available under the law.

This Municipal Fraud Policy was created to:

- Establish policies and procedures for clarifying acts that are considered to be fraudulent, describing steps to be taken when fraud or other related dishonest activities are suspected.
- Providing procedures to follow in accounting for missing funds, restitution and recoveries.
- To strengthen the public's confidence in the integrity of Town employees by establishing a formal process for reporting, investigating, and resolving cases of fraud and abuse.
- To raise awareness of Town officials/employees to the integrity-related issues by initiating integrity-related programs and policies throughout Town Department's.

 To provide guidance and assistance to Town Department Heads concerning recommendations for specific integrity related issues that emphasize prevention, detection and correction of fraud, corruption and abuse within their departments.

Definition of terms:

FRAUD is understood to mean a dishonest and deliberate course of action which results in the obtaining of money, property or an advantage to which the recipient would not normally be entitled to. This may include:

- Theft, misuse, or diversion of money, equipment and/or materials
 - o Claim for reimbursement of expenses that are not job-related or authorized by the current bargaining agreement.
 - o Forgery or unauthorized alterations of documents (checks, purchase orders/requisitions, time sheets, independent contractor agreements, budgets, etc.
 - o Misappropriation of Town assets (funds, securities, supplies, furniture, equipment, etc.).
 - o Improprieties in the handling or reporting of money transactions.
 - o Authorizing or receiving payments for goods not received or services not performed.
 - o Computer related activities involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of Town-owned software.
- Worker's Compensation Fraud
- Misrepresentation of information on documents
- Intentional failure to report damage
- Intentional failure to provide product or services that are part of your job
- Intentional misrepresentation of the Towns or governmental policies
- Payroll falsification (theft of time)
- Any apparent violation of Federal, State, or Local laws related to dishonest activities or fraud

ABUSE entails the exploitation of "loopholes: to the limits of the law, primarily for personal advantage.

EMPLOYEE- in this context, employee refers to any individual or group of individuals who receive compensation, either full or part time, from the Town of Fairfield. The term also includes any volunteer who provides services to the Town through an arrangement with the Town or a Town organization.

MANAGEMENT- In this context, management refers to any administrator, manager, direct, supervisor, or other individual who manages or supervises funds or other resources, including human resources.

POLICE CHIEF AND DIRECTOR OF HUMAN RESOURCES – in this context, Police Chief and Director of Human Resources refers to the persons who shall investigate credible claims of fraud.

EXTERNAL AUDITOR – in this context, External Auditor refers to independent audit professionals who perform annual audits of the Town's financial statements.

GENERAL POLICY

- A. It is the Towns intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, and length of service or relationship with the Town of any party who might be or become involved in or becomes the subject of such investigation.
- **B.** Each department of the Town is responsible for instituting and maintaining a system of internal controls to provide reasonable assurance for the prevention and detection of fraud, misappropriations, and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.
- C. The Director of Human Resources, in conjunction with the Town Attorney, the First Selectman, the Chief of Police and, if needed, the Chief Fiscal Officer, have the primary responsibility for the investigation of all activity as defined in this policy.
- **D.** Throughout the investigation, the Director of Human Resources will inform the Town Chief Fiscal Officer of pertinent investigative findings in relation to financial fraud or misconduct
- **E.** Employees will be granted whistle-blower protection when acting in accordance with this policy, When informed of a suspected impropriety, neither the Town nor any person acting on behalf of the Town shall:
 - a. Dismiss or threaten to dismiss the employee
 - **b.** Discipline, suspend, or threaten to discipline or suspend the employee
 - c. Impose any penalty upon the employee
 - d. Intimidate or coerce the employee

Violations of the whistle-blower protection will result in discipline up to and including dismissal.

- **F.** Upon conclusion of the investigation, the results will be reported to the First Selectman and the Board of Selectmen.
- G. The Director of Human Resources, following review of investigation results, shall take the appropriate action regarding employee misconduct. Disciplinary action can include termination, and referral of the case to the State's Attorney for possible prosecution.
- **H.** The Town will pursue every reasonable effort, including court ordered restitution, to obtain recovery of Town losses from the offender, or other appropriate sources.

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PROCEDURES

A. First Selectmen Responsibilities

- a. If the First Selectman has reason to suspect a fraud has occurred, he/she shall immediately contact the Town Attorney, Chief of Police, Director of Human Resources or the Town Chief Fiscal Officer.
- **b.** The alleged fraud or audit investigation shall not be discussed with the media by any person other than the First Selectman, Police Chief or his designee, the Town Attorney or Director of Human Resources.

B. Management Responsibilities

- a. Management is responsible for being alert to, and reporting fraudulent or related dishonest activities in the area of responsibility.
- **b.** Each manager should be familiar with the types of improprieties that might occur in his/her area and be alert for any indication that improper activity, misappropriation, or dishonest activity is or was in existence in his/her area.
- **c.** When an improper activity is detected or suspected, management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.
- d. If management determines a suspected activity many involve fraud or related dishonest activity, they should contact their immediate supervisor (or contact the Town Attorney, First Selectman or Director of human Resources if supervisor is involved).
- e. Department Heads should inform the First Selectman immediately upon learning of a credible allegation of fraud (or contact the Town Attorney, Chief of Police or Director of Human Resources if the First Selectman is implicated).
- f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrence of improper actions.
- g. Management should support the Town's responsibilities and cooperate fully with the Director of Human Resources, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of criminal acts, including the prosecution of offenders.
- h. Management must give full and unrestricted access to all necessary records and personnel. All Town furniture and contents, including desks and computer, are open to inspection at any time. There is no assumption of privacy.
- i. In dealing with suspected dishonest or fraudulent activities, great care must be taken. Therefore, management should not:
 - i. Make unfounded accusations

- ii. Alert suspected individuals that an investigation is underway
- iii. Treat employees unfairly
- iv. Make statements that could lead to claims of false accusations or other offenses
- **j.** In handling dishonest or fraudulent activities, management has the responsibility to:
 - i. Make no contact (unless requested) with the suspected individual to determine facts or demand restitution. Under no circumstances should there be any reference to "what you did", "the crime", "the fraud", "the misappropriation", etc.
 - ii. Avoid discussing the case, facts, suspicions, or allegations with anyone outside the Town, unless specifically directed to do so by the Town Attorney.
 - iii. Avoid discussing the case with anyone inside the Town other than employees who have a need to know such as the First Selectman, Town Chief Fiscal Officer, Director of Human Resources, Town Attorney or law enforcement personnel.
 - iv. Direct all inquiries from the suspected individual, or his/her representative, to the Town Attorney. All inquiries by any attorney of the suspected individual should be direct to the Town Attorney. The alleged fraud or audit investigation shall not be discussed with the media by any person other than the First Selectman, Police Chief or his designee, the Town Attorney and the Director of Human Resources.
 - v. Take appropriate corrective and disciplinary action, up to and including dismissal, after consulting with the Director of Human Resources and the Town Attorney, in conformance with the Town' Personnel Policies and Procedures or the appropriate bargaining document.

C. Employee Responsibilities

- a. A suspected fraudulent incident or practice observed by, or made known to, an employee must be reported to the employee's supervisor for reporting to the proper management official.
- b. When the employee believes the supervisor may be involved in the inappropriate activity, the employee shall make the report directly to the next higher level of management or contact the Town Attorney, the Town Chief Fiscal Officer or Director of Human Resources.
- c. The reporting employees shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the Director of Human Resources or law enforcement personnel.

D. Director of Human Resources responsibilities

- **a.** Upon request of any town employee, the Director of Human Resources will promptly investigate allegations of fraud and notify either the Town Attorney or Police Chief, and in case of financial fraud, the Chief Fiscal Officer.
- **b.** In all circumstance where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Director, in consultation with the Town Attorney, shall contact the Town of Fairfield Police Department.
- **c.** The Director shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.
- **d.** If evidence is uncovered showing possible dishonest or fraudulent activities, the Director of Human Resources will proceed as follows:
 - i. Discuss the finding with the appropriate management/supervisor and the Department Head.
 - ii. Advise management, if the case involves staff members, to meet with the Directors of Human Resources (or his/her designated representative) to determine if disciplinary actions should be taken. Any disciplinary action taken will be in accordance with the Town Personnel Rules and any applicable Memorandums of Understanding.
 - iii. Report to the External Auditor such activities in order to assess the effect if the illegal activity on the Town's financial statements.
 - iv. Coordinate with the Town's Risk Management insurer regarding notification to insurers and filing of insurance claims.
 - v. Tale immediate action, in consultation with the Town Attorney and Chief Fiscal Officer, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but not limited to:
 - 1. Removing the record and placing them in a secure location, or limiting access to the location where the records currently exist.
 - **2.** Preventing the individual suspected of committing the fraud from having access to the records.
- e. In consultation with the Town Attorney and the Town of Fairfield Police Department, the Director may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.
- f. If the Director is contacted by the media regarding an alleged fraud or audit investigation, the Director will consult with the First Selectman and the Town Attorney, as appropriate, before responding to a media request for information or interview.
- g. At the conclusion of the investigation, the Director will document the results in a confidential memorandum report to the First Selectman, the Town Attorney, and in cases of financial fraud to the Chief Fiscal Officer. If the report concludes that the allegations

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are founded, the report will be forwarded to the Town of Fairfield Police Department.

- h. Unless exceptional circumstances exist, a person under investigation for fraud shall be given notice in writing of essential particulars of the allegations following the conclusion of the audit. Where notice is given, the person against whom the allegations are being made may submit a written explanation to the Director of Human Resources no later than seven (7) calendar days after notice is sent.
- i. The Director of Human Resources will be required to make recommendations to the appropriate department for assistant in the prevention of further similar occurrences.
- j. Upon completion of the investigation, including all legal and personnel actions, all records, document, and other evidentiary material, obtained from the department under investigation will be returned by the Director to that department.

EXCEPTIONS

There are no exceptions to this policy unless provided and approved by the First Selectman and the Town Attorney.

Brenda Kupchick, First Selectman

November 25, 2019

TOWN CHARTER ARTICLE XI Standards of Conduct

§ 11.1. Declaration of policy.

Elected and appointed Town officers, RTM members, members of boards, commissions, authorities, and committees, and all employees of the Town shall demonstrate by their example the highest standards of ethical conduct, to the end that the public may justifiably have trust and confidence in the integrity of government. As agents of public purpose, they shall hold their offices or positions for the benefit of the public, shall recognize that the public interest is their primary concern, and shall faithfully discharge the duties of their offices regardless of personal considerations.

§ 11.2. Conflicts of interest.

No elected or appointed Town officer or employee or RTM member or any member of any authority, board, commission, or committee shall:

- A. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can reasonably be inferred that the gift is intended to influence the Town officer, employee, or member in the performance of official duties; (Nothing in this paragraph shall preclude the solicitation or acceptance of lawful contributions for election campaigns.
- B. Disclose confidential information gained by reason of the office or position or us such information for the personal gain of anyone.
- C. Knowingly have or acquire any financial interest or any personal beneficial interest, direct or indirect, in any contract or purchase order for any supplies, materials, equipment or contractual services furnished to or used by the Town in connection with any project, matter or thing which comes within the Town officer's, employee's, or member's jurisdiction or the jurisdiction of the board, commission, authority, committee or body of which the person is a member (unless such interest is acquired through being the lowest responsible bidder after public advertisement); or
- D. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of the official duties or

which may tend to impair the independence of judgment in the performance of the Town officer's, employee's, or member's official duties.

§ 11.3. Disclosure of interest.

Any elected or appointed Town officer or employee, RTM member, or member of any board, commission, authority, or committee who possesses or who acquires such private interest as might reasonably tend to create a conflict with the public interest shall make disclosure thereof to such board, commission, authority, committee, or body and such person shall be disqualified from action on any matter involving the private interest.

§ 11.4. Fair and equal treatment.

No elected or appointed Town officer or employee, RTM member, or member of any board, commission, authority or committee shall use an official position to secure or grant special consideration, treatment, advantage, privilege, or exemption to himself or herself or to any person beyond that which is available to every other person. This provision is not intended to prevent an RTM member from properly representing the people of the member's district.

§ 11.5. Penalties and disciplinary action for violations.

The failure to comply with, or any violation of, the standards of conduct established by this Charter shall be grounds for the removal from office or discharge from employment of the offending Town officer, employee, RTM member, or member of any board, commission, authority, or committee and the Board of Selectmen in its discretion may void any contract entered into or adopted in violation of this Charter. The Board of Selectmen or the Ethics Commission may recommend disciplinary measures for RTM members who fail to comply with, or who violate, these standards, but the RTM retains the final authority to discipline its members.

HISTORY OF POSITION SENIOR INTERNAL AUDITOR PROJECT MANAGER

1. Appointment of Internal Auditor, September 21, 1991

Under the Town Charter, Article IX, Section 9.1, Internal Auditor(s) is considered an appointed officer position. Pursuant to Article XI, section 9/15:

A. Number. The Board of Selectmen shall appoint at least one Internal Auditor and shall determine from time to time the number of Internal Auditors necessary to carry out the duties of the office and shall accordingly increase or decrease the number of Internal Auditors appointed.

B. Duties. The Internal Auditor or Auditors shall:

- (1) Monitor the departments, officers, employees, boards, and commissions of the Town for fiscal policy compliance;
- (2) Report on a regular basis to the Fiscal Officer; and
- (3) Make reports to the Board of Selectmen and the Board of Finance semi-annually and at any other times requested by either Board.

On September 23, 1991, the Board of Selectmen appointed Connie Spinelli (currently Connie Saxl) as an Internal Auditor¹ replacing Kevin Cave with an effective date of employment of September 23, 1991 (Exhibit 3)

2. Promotion to Senior Internal Auditor July 29, 1996

Ms. Saxl remained in the position of Internal Auditor with regular salary increases until July 29, 1996 when she was promoted to Senior Internal Auditor by John Leahy, Fiscal Officer. (Exhibit 3) The position of Senior Internal Auditor is a union position affiliated with the Fairfield Professional and Technical Employees Association. Local 12-3-366 of Council 4 AFSCME, AFL-CIO.

3. Side Letter for Stipend August, 2013

In August, 2013, the Town entered into a Side Letter of Agreement with PETA based on a recommendation by Robert Mayor, CFO (Exhibit 3) The Agreement states that Ms. Nolfi [Saxl]

¹ When Ms. Saxl was hired in 1991, he Internal Auditor and Senior Internal Auditor positions were part of the Fairfield Municipal Management Association (MMA) which since July 1, 1995 is known as PETA. The job descriptions located in Human Resources for both of these positions are not dated but obsolete; however, they have been vacant for some time. (Exhibit 3) If these vacant positions were to be filled in the future, HR would need to revise these job descriptions.

"...has taken on additional responsibilities not related to her position as Internal Auditor namely in the Pension Plan Administration, Capital Projects and Debt Service Planning, and Special Projects including but not limited to FEMA Reimbursement Activities..." (Exhibit 3) The Agreement was signed by First Selectman Michael Tetreau, Robert Mayor and HR Director Mary Carroll-Mirylees. (Exhibit 3)

In an email dated August 15, 2013 (Exhibit 3), Robert Mayor, CFO stated "[s]ince assuming the position of Chief Fiscal Officer on September 15, 2012, I have requested Ms. Nolfi perform several job functions which do not fall within her job description and have required additional training and skills outside of her current job description." As justification for recommending a \$5,500 annual stipend for the Senior Internal Auditor, Mr. Mayer listed the following as additional responsibilities and functions that include but not limited to:

1. Pension Plan Administration

In this capacity Ms. Nolfi had to learn SEC and government regulations governing pension plan investments and management. Specific functions include:

- Completing subscription agreements
- Completing partnership agreements
- Developing accounting systems for the Pension and OPEM Plans and Trusts
- Producing monthly, quarterly and annual revenue and expense statements
- Producing cash flow projections for Pension Plans and OPEB Trusts

2. Capital Project and Debt Service Planning

For this function, Ms. Nolfi coordinates all capital and non-recurring planning projects for Town departments and Board of Education to determine future cash flow needs. Specific functions include:

- Scheduling planning sessions with Department Heads and capturing all capital and non-recurring project information by dollar and time estimates
- Working closely with Phoenix Advisors to develop debt service projections on a fiscal year basis according to current debt outstanding and future cash requirements based on the capital planning projections.
- Preparing comparative analysis and schedules which administration uses to make final capital project decisions, including project selection and timing.

Mr. Mayer states that" [p]rior to Ms. Nolfi [Saxl] fulfilling this function the Town did not prepare project and time specific capital planning and debt service documentation, this documentation is requisite to prudent budgeting, cash flow planning, and debt structuring efforts.

3. Special Projects-Coordinator of FEMA Reimbursement Activities

In this capacity, Ms. Nolfi coordinates and compiles data from all Town departments including Board of Education relating to expenditures incurred as a result of Storm Sandy for Town reimbursement from FEMA. Specific functions include:

- Working closely with Department Heads and independent outside consultants to assist in answering questions and gathering data to facilitate submission of documents to FEMA for Town reimbursement
- Gathering all backup documents from Town accounts payable files and payroll records to support disaster-related expenditures by department and expected reimbursement accounts for Town budgeting purposes
- Attending weekly meetings with upper management to review the status of FEMA submissions and expected reimbursements.

4. MOA Reclassifying Senior Internal Auditor to New Position of Senior Internal Auditor/Project Manager August, 2019

In August, 2019, the Emmett Hibson, on behalf of the Town, and Connie Saxl, on behalf of the PETA Union entered into a Memorandum of Agreement entitled "Concetta Saxl-Working out of Class." (Exhibit 3) At the time Ms. Saxl signed this agreement she was the Union President for PETA and has remained since that time as Union President for the PETA Union. The Agreement states in pertinent part "[i]n a May 24, 2019 letter to the Chief Fiscal Officer, Saxl requested a permanent upgrade to her position, which would provide compensation commensurate with the additional duties she is required to perform or that she no longer wanted to perform the additional work detailed in the September 3, 2013 Agreement [to which she was paid an annual stipend of \$5,500 from September 3, 2013 to August, 2019]." (Exhibit 3) Pursuant to the August 2019 MOA, the Town created a new position of Senior Internal Auditor/Project Coordinator at PETA Grade 10, Step 4. As part of the Agreement, when Ms. Saxl departs from the Senior Internal Auditor/Project Coordinator, the Town may choose not to fill the position of Senior Internal Auditor or Senior Internal Auditor/Project Coordinator. (Exhibit 3)

5. Job Functions for Senior Internal Auditor/Project Manager

The Senior Internal Auditor/Project Coordinator is responsible "...for the internal audits of Town departments and activities. The Senior Internal Auditor/Project Coordinator reviews and analyzes transactions, including bank and credit card transactions, documents, records, reports, and accounts relating to Town operations and functions and prepares acceptable work papers and audit reports or findings." (Job Description, Exhibit 3) Additionally, "...special reviews and projects will be assigned as requested by the Chief Fiscal Officer. Such projects many include, but are not limited to, the Town pension plans and statements, leases, Capital Planning, Bond issuance, project coordination/management functions in regards to projects managed or overseen by the Finance Department." (Job Description, Exhibit 3)

Illustrative duties for this position include:

• Conducts independent protective and constructive audits for management to review the effectiveness of controls

- Monitor the departments, officers, employees, boards, and commissions of the Town for fiscal policy compliance
- Assess complex activities to identify potential operational, financial, or compliance risks or potential fraud that warrant attention
- Prepares and implements audit plans, which includes: preparing research of departments and/or areas to be audited; conducting preliminary surveys to identify internal controls; conducing preliminary interviews; collecting and reviewing relevant policies, procedures, reports, job descriptions, and related information; conducting observations of work environments and processes; setting scope, objectives, time budgets, and related items; preparing audit program guides...
- Conducts internal audits, which includes: identifying data to be audited; setting and performing sampling methods for data and controls; performing analysis on information gathered; conducting interviews; summarizing test work to identify exceptions...
- Conducts post audit reviews to determine the status of coercive actions o audit findings and recommendations
- Conducts investigations on potential fraudulent activities, which includes identifying abuse; waste, and/or fraud and preparing related reports; interviewing personnel; providing support to law enforcement agencies...

6. Current Status of Senior Internal Auditor/Project Manager Position

A review of Ms. Saxl's current duties with Jared Schmitt, CFO, revealed the following:

- When Mr. Schmitt became CFO, he began taking over the capitol project work from Ms. Saxl. Currently, most if not all these functions fall under the CFO.
- The job description for Fiscal Analyst Manager was created to work under the direction of the CFO. (Exhibit 33) This "...position serves as the Finance Department's liaison to other Town departments, providing oversight and technical assistance on financial matters, with an emphasis on capital projects." The essential job functions include:
 - o Monitors and provides status reports on capital project budgets, expenditures, and grants to internal and external stakeholders.
 - Coordinates and assists in reporting of additions and disposals of fixed assets with Associate Analyst.
 - Coordinates compilation of all backup documentation for capital projects in preparation for board meetings.
 - O Assists in development of the Town's capital improvement plan.
 - o Provides expense and revenue reports relative to usage of Transfer Station.
 - o Provides reports of miscellaneous revenue collection.
 - o Assists in preparation of Requests for Proposals.
 - o Ensures department compliance with financial controls.
 - o Administers grants and assures adherence to terms and conditions of grant contracts.
 - o Performs reconciliations of financial records and transactions.
 - o Oversees purchasing process for DPW.
 - o Coordinates scheduling and preparation for capital project meetings.

- When requested, attends meetings of various commissions, and elected Town bodies.
- The Fiscal Analyst/Manager was posted and filled recently by a qualified candidate who will commence employment in this role in September, 2023. This position will cover project management job functions as set forth in the Senior Internal Auditor/Project Manager job description, allowing for Ms. Saxl to be able to focus primarily on audits for this fiscal year.

SENIOR INTERNAL AUDITOR / PROJECT COORDINATOR

Bargaining Unit:

PTEA

Revision Date:

09 2019

Grade:

10

NATURE OF WORK:

Incumbents in this classification are responsible for the internal audits of Town departments and activities under the supervision of the Chief Fiscal Officer. Assignments vary in complexity and are carried out with minimal supervision. The Senior Internal Auditor Project Coordinator reviews and analyzes transactions, including bank and credit card transactions, documents, records, reports, and accounts relating to Town operations and functions and prepares acceptable working papers and audit reports of findings.

In addition, special reviews and projects will be assigned as requested by the Chief Fiscal Officer. Such projects may include, but are not limited to, the Town pension plans and statements, leases, Capital Planning. Bond issuance, project coordination management functions in regards to projects managed or overseen by the Finance Department.

ILLUSTRATIVE DUTIES:

- Conducts independent protective and constructive audits for management to review the effectiveness of controls.
- Monitor the departments, officers, employees, boards, and commissions of the Town for fiscal policy compliance.
- Writes complex working papers and audit reports.
- Assess complex activities to identify potential operational, financial, or compliance risks or potential fraud that warrant audit attention.
- Performs accounting and/or operational performance appraisals for Town departments and agencies.
- Prepares and implements audit plans, which includes: preparing research of departments and/or
 areas to be audited; conducting preliminary surveys to identify internal controls; conducting
 preliminary interviews; collecting and reviewing relevant policies, procedures, reports, job
 descriptions, and related information; conducting observations of work environments and
 processes; setting scope, objectives, time budgets, and related items; preparing audit program
 guides; and, performing other related items.
- Conducts internal audits, which includes: identifying data to be audited; setting and performing sampling methods for data and controls; performing analysis on information gathered; conducting interviews; summarizing test work to identify exceptions; and, performing other related activities.

- Prepares audit work papers, notes, and final reports related to internal audits.
- Conducts post audit reviews to determine the status of corrective actions on audit findings and recommendations.
- Performs a variety of miscellaneous auditing activities, which includes: performing inventory counts; verifying petty cash balances; and, performing other related activities.
- * Conducts investigations on potential fraudulent activities, which includes: identifying abuse, waste, and or fraud and preparing related reports; interviewing personnel; providing support to law enforcement agencies; and, performing related activities.
- Prepares bank and credit card reconciliations as assigned.
- Prepares annual Capital Plan and related supporting documents.
- Prepares various GASB and other related financial statements as requested for the Pension and OPEB accounts.
- Pay invoices, complete investment subscription agreements and other related documents pertaining to pension investments as directed by the Chief Fiscal Officer.
- Prepare all necessary tracking calculations and accounting entries for new GASB 87 accounting requirements for CAFR.
- Prepares annual Lease Report for the RTM and tracks and lease payments to ensure all payments are received in accordance with the lease agreement.
- Performs all other accounting/auditing duties and tasks as assigned.
- The duties listed above are intended only as general illustrations of the various types of work that
 may be performed. Specific statements of duties not included does not exclude them from the
 position.
- Prepares accounting internal controls and other accounting policies and procedures as identified.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of accounting appraisal techniques; internal auditing principles and practices; governmental accounting standards and principles; applicable Federal, State, and Local laws, ordinances, codes, rules, regulations, resolutions, and guidelines; internal control and financial systems; sampling techniques, including stratification of samples; analytical methods; public relations principles; chain of custody practices; Governmental Auditing Standards; and municipal operational practices and procedures.

Skill in prioritizing and assigning work; performing accounting appraisals; conducting internal audits; using a computer and related software applications: interpreting and applying applicable laws, ordinances, codes, rules, regulations, resolutions, and guidelines; utilizing auditing and accounting procedures and programs; reviewing and analyzing internal controls and financial systems:

researching, reviewing, and analyzing public financial records: preparing and maintaining reports and records: providing customer service and public relations: responding to inquiries and complaints: and, communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

MINIMUM EDUCATION, EXPERIENCE, AND TRAINING:

Bachelor's Degree in Accounting, Finance, or a related field and five years of experience in internal or public accounting auditing or in a closely related field.

PREFERRED QUALIFICATIONS:

CPA or CIA certification is preferred.



POSITION EVALUATION SPECIFICATIONS

CLERICAL, TECHNICAL, ADMINISTRATIVE, SUPERVISORY, SALES AND MANAGEMENT POSITIONS

Points	260	

CODE NO.

POSITION TITLE: Internal Auditor	Points 260
POSITION TITLE:Internal Auditor	
	FLSA
POSITION DESCRIPTION:	GRADE7

GENERAL DEPARTMENT DUTIES AND RESPONSIBILITIES

Perform a variety of activities to review all Town operations by measuring and evaluating the effectiveness of other controls. Audit all departments handling cash on an irregular unannounced basis; audit such areas as lock-box collections and receipts; pension funds; concessionaire's receipts; athletic receipts, etc; update inventory of capital items; reconcile bank statements, bonds and coupons; maintain records retention area; conduct site reviews with businesses for personal property tax and for testing building permits; recommend changes, improvements and new innovations to assure effectiveness; conduct special studies to establish proper controls; keep up-to-date on laws, ordinances, statutes and regulations governing controls of municipal funds; attend meetings as required and perform other related duties as requested.

	EVALUATION	REVISED/	REVIEWED	REVISED	REVIEWED	REVISED	REVIEWED _
BY	DATE	BY	DATE	BY	DATE	BY	DATE
			1				

The description above represents the most significant duties of this position but does not exclude other occasional work assignments not mentioned, the inclusion of which would be in conformity with the factor degrees assigned.

UNIT II/III OF IV-(NMTA ASSOCIATE PLAN)

AIMM-CT-8 (8/84)

POSITION EVALUATION SPECIFICATIONS

CLERICAL, TECHNICAL, ADMINISTRATIVE, SUPERVISORY, SALES AND MANAGEMENT POSITIONS

CODE NO	o	
DEPT.	Finance	
GRADE	7	
TOTAL P	260	

POSITION TITLE:

Internal Auditor

FACTORS	SUBSTANTIATING DATA	DEG	PTS.
KNOWLEDGE	Broad knowledge of a discipline such as accounting or finance equivalent to a complete college or university education.	4	60
EXPERIENCE	Over 1 year up to and including 3 years.	3	60
COMPLEXITY OF DUTIES	Diversified duties involving an intensive knowledge of a restricted field, and the use of a wide range of procedures. Requires the use of judgement in the analysis of facts and circumstances surrounding individual problems or transactions and in the determination of actions to be taken within the limits of standard or accepted practice.	3	45
SUPERVISION RECEIVED	Under direction where definite objectives are established; plans and arranges own work, referring only unusual cases to supervisor or others.	3	20
EFFECT OF ERRORS	Probable errors could be serious and involve losses due to shortages in accounts and in record keeping etc. Most work not directly verified or checked.	3	20
CONTACTS WITH OTHERS	Regular contacts with persons in and outside the department where improper handling may affect results but the primary responsibility rests with the next level supervisor.	3	20
CONFIDENTIAL DATA	Works with such confidential data where the effect of any disclosure would be negligible.	2	10
MENTAL AND/OR VISUAL DEMAND	Flow of work and character of duties involves part-time normal and part-time concentrated attention and coordination.	3	15
WORKING CONDITIONS	Good working conditions. Occasional exposure to heat, cold, noise, etc. when doing field reviews and traveling to various locations.	2	10

FOR SUPERVISORY / MANAGEMENT / STAFF ADVISORY POSITIONS ONLY

CHARACTER OF SUPERVISION	- 28	
SCOPE OF SUPERVISION		
REMARKS		



THE MANAGEMENT ASSOCIATION

POSITION EVALUATION SPECIFICATIONS

CLERICAL, TECHNICAL. ADMINISTRATIVE, SUPERVISORY, SALES
AND MANAGEMENT POSITIONS

	AND MANAGEMENT POSITIONS	ogetFin	ance	
OSITION TITLE:	Senior Internal Auditor	Points	335	
		FLSA		
OSITION DESCRI	PTION:	GRADE	9	

GENERAL DEPARTMENT DUTIES AND RESPONSIBILITIES

Conduct independent protective and constructive audits for management to review the effectiveness of controls, financial records and overall operations: examine records of all departments to insure proper recording of transactions and compliance with applicable laws; inspect accounting system to determine efficiency and protective value; maintain records pertaining to material assets such as equipment and buildings; analyze data for evidence of deficiencies in controls, duplication of effort, fraud or lack of compliance with management's policies or procedures; conduct special studies as requested; prepare reports of findings and recommendations to management; attend meetings of boards and commissions as required and perform other related duties as requested.

ORIGINAL	EVALUATION	REVISED/	REVIEWED	REVISED/	REVIEWED	REVISED	REVIEWED
BY	DATE	ву	DATE	ву	DATE	BY	DATE
			1				1

The description above represents the most significant duties of this position but does not exclude other occasional work assignments not mentioned, the inclusion of which would be in conformity with the factor degrees assigned.

UNIT II/III OF IV-(NMTA ASSOCIATE PLAN)

AIMM--CT-8 (8/84)

POSITION EVALUATION SPECIFICATIONS

CLERICAL, TECHNICAL, ADMINISTRATIVE, SUPERVISORY, SALES AND MANAGEMENT POSITIONS

DEFT.	Finance	
GRADE .	9	

15 MG-5

POSITION TITLE: Senior Internal Auditor

FACTORS	SUBSTANTIATING DATA	DEG	PTS.
	Broad knowledge of a discipline such as accounting or finance equivalent to a complete college or university education.	4	60
EXPERIENCE	Over 3 years up to and including 5 years.	4	80
COMPLEXITY OF DUTIES	A wide variety of duties involving a general knowlege of related organization policies and procedures and their application to cases not previously covered. Duties require considerable judgement to work independently toward general results, to devise new or modify and adapt existing methods, techniques and procedures to meet new or unusual requirements and to make related decisions guided by precedent and within limits of established policies.	4	60
SUPERVISION RECEIVED	Under general direction, works from policies and general objectives with little functional guidance. Rarely refers specific cases to superior unless clarification of policies is involved.	4	
EFFECT OF ERRORS	Probable errors could be serious and involve major rosses from failure to discover fraud. Work involves considerable accuracy and responsibility.		4
CONTACTS WITH OTHERS	Regular contacts with persons in and outside the department where improper handling may affect results but the primary responsibilitiests with next level supervisor.	ty3	2
CONFIDENTIAL DATA	Works with some confidential data where the effect of any disclosure would be negligible.	2	
MENTAL AND/OR VISUAL DEMAND	Flow of work and character of duties involve part-time normal and part-time concentrated attention and coordination.		
WORKING CONDITIONS	Good working conditions. Occasional exposure to heat, cold, noi etc. when traveling between buildings.	se,	2-

FOR SUPERVISORY / MANAGEMENT / STAFF ADVISORY POSITIONS ONLY

CHARACTER OF SUPERVISION	
SCOPE OF SUPERVISION	
REMARKS	

TOWN OF FAIRFIELD

INTER-OFFICE CORRESPONDENCE

TO:

Edward T. Patterson, Personnel Director

FROM:

John P. Leahy, Fiscal Officer

SUBJECT:

Hiring Of New Internal Auditor

DATE:

September 23, 1991

The Board of Selectmen on Thursday, September 19, 1991, appointed Connie M. Spinelli as an Internal Auditor replacing Ken Cave.

I have hired her at Grade 7, Step 1, \$35,500 in accordance with the Mid-Management contract. Would you please take care of the necessary paperwork and fringe benefit enrollment to place her on the payroll.

Effective date of employment is September 23, 1991.

Res Houlle

RECEIVED

SEP 2 3 1991

PERSONNEL DEPT.

TOWN OF FAIRFIELD FAIRFIELD, CONNECTICUT

PERSONNEL OFFICE

AUTHORIZATION OF SALARY PAYMENT

Department Accounting	Distriction	
Name of Employee	Division	
New Appointment XXXX	Request for Salary Increase	••••••
Reclassification	Dismissal	
Temporary	Resignation	- It was to say
Part-Time	Retirement	
Effective Date September 23, 1991	Grade	MA-7-1
PositionInternal Auditor	Hourly Rate Annual	
New Employee Filling Vacancy Created by: Name of Employee Formerly in Vacancy:	Promotion Retirement XXXX Resignation Dismissal K. Cave	
Appointment Requested by:		
AUTHORIZED:	AUTHORIZED:	# N
9-23	9/23 19	91
First Selectman JACQUELYN DURRELL	Personnel Director E. T. PATTERSON	

TOWN OF FAIRFIELD

INTER-OFFICE CORRESPONDENCE

TO:

Donald Agard, Director of Human Resources

FROM:

John Leahy, Fiscal Officer

SUBJECT:

Step Increase For Connie Spinelli

DATE:

April 8, 1992

Connie Spinelli has been with the Accounting Department for approximately seven months as an Internal Auditor.

During this period, both Bob Tait and I have monitored her performance very closely. We have both been very impressed with the quality of her work and her willingness to expand the scope of the work of the Internal Auditor. In particular, she accomplished the task of conducting the personal property audits for the Assessor which saved the Town approximately \$28,000 in outside auditing contracts. She has also expanded the Internal Audit Program to the Board of Education, improved the financial audits of other Town departments and has recently instituted an operational audit of the Recreation Department.

In view of her excellent work, I am recommending that she be moved from Step 1 of Grade 7 to Step 2 of Grade 7 or a new salary of \$38,300.

I would ask that you process the necessary paperwork with the effective date \cdot being April 6, 1992.

TOWN OF FAIRFIELD

FAIRFIELD, CONNECTICUT

PERSONNEL OFFICE

AUTHORIZATION OF SALARY PAYMENT

Department Accounting	Division		
Name of Employee			
New Appointment	Request for Salary Increase XXXX		
Reclassification	Merit Increase Dismissal		
Temporary	Resignation		
Part-Time	Retirement		
Effective Date April 6, 1992	Grade MA-7-2		
Position Internal Auditor	Hourly Rate		
New Employee Filling Vacancy Created by:	Transfer Promotion Retirement Resignation Dismissal		
Name of Employee Formerly in Vacano	cy:		
Appointment Requested by:	Mr. John Leahy, Director of Finance		
AUTHORIZED:	AUTHORIZED:		
4-9	4/8 19		
First Selection JACQUELYN C. DURRELL	Director of Human Resources DONALD W. AGARD		

Triplicate



Town of Fairfield

FAIRFIELD, CONNECTICUT 06430

Golf Commission

March 29; 1993

Connie M. Spinelli Town Auditor Town of Fairfield

Dear Connie:

On behalf of the Golf Commission and myself I wish to express our thanks and appreciation for the numerous activities you have performed for us over an extended period of time.

The financial success of the Golf Commission's activities requires a close coordination with the town's fiscal operations. That coordination has been enhanced by your willingness to accomplish whatever needs to be done in a timely and most professional manner.

Thanks and thanks again.

Sincerely,

Charles O'Leary

Chairman, Golf Commission

cc: John P. Leahy Robert Tait Jacky Durrell

> MAR 3 0 1993 HUMAN RESCURCES

TOWN OF FAIRFIELD FAIRFIELD, CONNECTICUT

DEPARTMENT OF HUMAN RESOURCES

AUTHORIZATION OF SALARY PAYMENT

Department Accounting	Division	••••
Name of Employee	. CONCETTA	•••••
New Appointment	Request for Salary Increase	XXXX
Reclassification	Anniversary Step Increase Dismissal	
Temporary	Resignation	
Part-Time	Retirement	
Effective Date April 5, 1993	Grade	MA-7-3
Position Auditor	Hourly Rate Annu	ıal \$41,500
New Employee Filling Vacancy Created by:	Promotion Retirement Resignation	
Name of Employee Formerly in Vacancy: Appointment Requested by: Mr. John	Leahy, Director of Finance	
AUTHORIZED:	AUTHORIZED:	
19.93	3/22 19	93
augustu write	house the years	
First Selectmani JACQUELYN DURRELL	Director of Human Resources DONALD W. AGARD	

TOWN OF FAIRFIELD

FAIRFIELD, CONNECTICUT

DEPARTMENT OF HUMAN RESOURCES

AUTHORIZATION OF SALARY PAYMENT

Accounting		
Department	Division	
Name of Employee NOLFI, C	CONCETTA	
New Appointment	Request for Salary Increase	XXXX
Reclassification	Anniversary Step Increase Dismissal	
Temporary	Resignation	
Part-Time	Retirement	9
Effective Date April 4, 1994	Grade	MA-7-4
Position Internal Auditor	Hourly Rate Annu	ual\$47,400
New Employee Filling Vacancy Created By:	27	
Name of Employee Formerly in Vacancy Mr. John Appointment Requested by:	Leahy	
AUTHORIZED:	AUTHORIZED:	
	HOTHORIZAD.	
3/24/90 19	3/23	1994

Triplicate

TOWN OF FA!RFIELD

FAIRFIELD, CONNECTICUT

DEPARTMENT OF HUMAN RESOURCES

AUTHORIZATION OF SALARY PAYMENT

Accounting Department	Division
Name of Employee	NOLFI, CONCETTA
New Appointment	Request for Salary Increase
ReclassificationXXXX	Dismissal
Temporary	Resignation
Part-Time	Retirement
Effective Date April 1	, 1995 Grade MA-7-4 Red Circled Rate
Position Internal Auditor	Hourly Rate Annual Rate \$52,300
New Employee Filling Vacancy Created By:	Transfer Promotion Retirement Resignation Dismissal Other
Name of Employee Formerly in	Vacancy
Appointment Requested By	
AUTHORIZED:	19

TOWN OF FAIRFIELD

FAIRFIELD, CONNECTICUT

DEPARTMENT OF HUMAN RESOURCES

AUTHORIZATION OF SALARY PAYMENT

Department Ac	counting	Division	
Name of Employee		NOLFI, CONCETTA	
New Appointment	terminates and the same	Request for Salary Increas	ee
Reclassification	XXXX	Dismissal	
Temporary		Resignation	
Part-Time		Retirement	-
Effective Date	July 29, 1996	Grade	MA-9-4
Position Senior	Auditor	Hourly Rate Annu	al Rate \$56,500
New Employee Vacancy Create		Transfer Promotion Retirement Resignation Dismissal Other	XXX
Name of Employee For	merly in Vacancy	R. Tait	
Appointment Requested	iByMr.J	ohn Leahy	
AUTHORIZED:		2 1	
731/46	19	7/31	19
First Selectman		Director of Human F	agail
PAUL AUDLEY	U	DONALD W ACA	



ACCOUNTING DEPARTMENT

MEMORANDUM

DATE:

July 31, 1996

TO:

Don Agard, Human Resources Director

FROM:

John Leahy, Fiscal Officer

RE:

Promotion of Connie Nolfi to Senior Internal Auditor

With the promotion of Bob Tait to Controller, I am promoting Connie Nolfi to Senior Internal Auditor effective July 29, 1996.

She will be placed in Grade 9, Step 4, effective July 29, 1996.

Would you please process the necessary paperwork.

JL/sg

TOWN OF FAIRFIELD

FAIRFIELD, CONNECTICUT

DEPARTMENT OF HUMAN RESOURCES

AUTHORIZATION OF SALARY PAYMENT

Department: Finan	ce	2		Division:		
Name of Employee	Nolfi, Connie			- 10	TO TO	
New Appointment:				Request for S	alary Increase:	XXX
Reclassification:				Dismissal:		(10 Year Longevity)
Temporary:	_5			Resignation:		
Part-Time:				Retirement:	N	1 1
Effective Date:	Septemb	per 24, 2001	T	Grade:		MA-9-5
Position: Sr	ır. Int'l. Auditor	_ Hourly Rate		A	Annual Rate:	\$69,939.00
	oloyee Filling Vacancy	Created by:	Transfer Promotic Retiremon Resigna Dismissa Other	ent tion		
Name of Employee Fo						
Appointment Request	ed by:			1 ,		-2 (
0 2	· · ·				**************************************	
AUTHORIZED:						
Sep	tember 12, 2001		1		September 12, 20	001
Fysi Selectman	it sopoul		Dire	Monald -	H. Casel	2
JOHN G METSOPOL	II OS /			NALD W. ACA	BD.	

Side Letter of Agreement Between Town of Fairfield

The Fairfield Professional and Technical Employees Association Local 1303-366 of Council 4 AFSCME, AFLO-CIO August 21, 2013

The Town of Fairfield and the Fairfield Professional and Technical Employees Association agree that no union member is entitled to any payment for work outside those positions and functions established in the Collective Bargaining Agreement as "union work".

The Town has determined that Connie Nolfi is making a significant contribution to the functioning of Finance Department. She has taken on additional responsibilities not related to her position as Internal Auditor namely in Pension Plan Administration, Capital Projects and Debt Service Planning, and Special Projects including but not limited to Coordinator of FEMA Reimbursement Activities as referenced by Robert Mayer's attached email. The Town shall pay Ms. Nolfi an annual stipend of five thousand five hundred dollars (\$5,500) per year for this additional work. Ms. Nolfi's title, grade and longevity in the union will not be affected by the stipend. This agreement will be reviewed in fifteen to eighteen months to determine if it is continued, ceases or is modified.

The Union agrees that this agreement is for one time and does not set any precedent for future situations or obligations on the part of the Town. The Union also agrees that they will not present any request from any other bargaining unit member to secure similar treatment because they have no right under their Collective Bargaining Agreement to bargain for work that is not specifically designated as "union work".

Agreed to:	Edward Boman	9/3/13
	Ed Boman	Date
	Consie m. Molfi	8/26/2013
	Connie Nolfi	Date /
1	Muchel sette	8/22/13
	Michael Tetreau	Date
	Robert Mayer	100/3 Date
	May Cerrall- Mexico	9/3/13
	Mary Carroll-Mirylees	Daté

Carroll-Mirylees, Mary

To: Cc: Mayer, Robert Nolfi, Concetta

Subject:

RE: Position evaluation

Mary Carroll-Mirylees
Director of Human Resources
Town of Fairfield
725 Old Post Road
Fairfield, CT 06824
(203) 256-3057
mmirylees@town.fairfield.ct.us

From: Mayer, Robert

Sent: Friday, August 16, 2013 4:25 PM

To: Carroll-Mirylees, Mary **Cc:** Nolfi, Concetta

Subject: Position evaluation

Ms. Connie Nolfi serves as the Town's Internal Auditor. Since assuming the position of Chief Fiscal Officer on September 15, 2012, I have requested Ms. Nolfi perform several job functions which do not fall within her job description and have required additional training and skills outside that of her current job description. Additional responsibilities and functions include but have not been limited to:

1. Pension Plan Administration

In this capacity, Ms. Nolfi has had to learn SEC and government regulations governing pension plan investments and management. Specific functions include:

- Completing subscription agreements
- Completing partnership agreements
- Developing accounting systems for the Pension and OPEB Plans and Trusts
- Producing monthly, quarterly and annual revenue and expense statements
- Producing cash flow projections for Pension Plans and OPEB Trusts

Prior to Ms. Nolfi taking on these responsibilities, the Town was not producing the above-mentioned schedules and reports and there was a ten-month backlog of subscription and partnership agreements.

2. Capital Project and Debt Service Planning

For this function, Ms. Nolfi coordinates all capital and non-recurring planning projects for Town departments and Board of Education to determine future cash flow needs. Specific functions include:

 Scheduling planning sessions with Department Heads and capturing all capital and non-recurring project information by dollar and time estimates

 Working closely with Phoenix Advisors to develop debt service projections on a fiscal year basis according to current debt outstanding and future cash requirements based on the capital planning projections

 Preparing comparative analysis and schedules which administration uses to make final capital project decisions, including project selection and timing

Prior to Ms. Nolfi fulfilling this function the Town did not prepare project and time specific capital planning and debt service documentation. This

documentation is requisite to prudent budgeting, cash flow planning and debt structuring efforts.

- 3. <u>Special Projects Coordinator of FEMA Reimbursement Activities</u> In this capacity, Ms. Nolfi coordinates and compiles data from all Town departments, including Board of Education relating to expenditures incurred as a result of Storm Sandy for Town reimbursement from FEMA. Specific functions include:
 - Working closely with Department Heads and independent outside consultants to assist in answering questions and gathering data to facilitate submission of documents to FEMA for Town reimbursement
 - Gathering all backup documents from Town accounts payable files and payroll records to support disaster-related expenditures for future State audit
 - Preparing spreadsheets detailing actual expenditures by department and expected reimbursement amounts for Town budgeting purposes
 - Attending weekly meetings with upper management to review the status of FEMA submissions and expected reimbursements

This work is essential to optimizing our FEMA reimbursements

Based on the above and other work Ms. Nolfi is performing I recommend Ms. Nolfi receive a \$5500.00 annual stipend.

Respectfully,

Robert Mayer, CFO

Town of Fairfield

And-

The Fairfield Professional and Technical Employees Union Local 1303-366 (PTEA)

RE: Concetta Saxl - Working out of Class

August 19, 2019

MEMORANDUM OF AGREEMENT

WHEREAS, the Town of Fairfield (Town) and the Fairfield Professional and Technical Employees Local 1303-366, Council 4, AFSCME (PTEA) are parties to a Collective Bargaining Agreement (CBA) which defines the wages, hours of work and other conditions of employment for those employees who occupy recognized bargaining unit classifications within said Union;

WHEREAS. Article V. of the CBA provides for wages and Appendix A provides for a job classification rating:

WHEREAS, Concetta Saxl (Saxl) currently holds the position of Senior Internal Auditor, labor grade 9, step 4 (\$106,855 base salary FY 20);

WHEREAS, On September 3, 2013, the Town entered into an Agreement with PTEA providing Saxl with an annual stipend of \$5,500 due to her taking on additional duties;

WHEREAS, The Stipend has not been increased or decreased since September 3, 2013;

WHEREAS, The September 3, 2013 Agreement called for a review of the terms of the Agreement to be undertaken during the period of December 2014 to March 2015, and neither party initiated that review.

WHEREAS, In a May 24, 2019 letter to the Chief Fiscal Officer, Saxl requested a permanent upgrade to her position, which would provide compensation commensurate with the additional duties she is required to perform or that she no longer wanted to perform the additional work detailed in the September 3, 2013 Agreement; and

WHEREAS, The Town has reviewed the Senior Internal Auditor job description and the current needs of Finance relative to that position.

NOW, THEREFORE, It is hereby stipulated to and agreed by the Town of Fairfield and PTEA as follows:

- 1) The Town will create the position of Senior Internal Auditor / Project Coordinator;
- 2) The position will be placed in PETA Labor Grade 10, Saxl will be placed at PETA Labor Grade 10, Step 4;

- 3) The Town will eliminate Saxl's stipend and place her in the Senior Internal Auditor / Project Coordinator position effective upon the start of the payroll immediately after the signing of this MOU:
- 4) The Town may choose not to fill the position of Senior Auditor, or Senior Auditor / Project Coordinator upon Saxl's departure from the position:
- 5) This Stipulation represents a mutually complete, final and binding resolution, in its entirety, of any and all issues relating to this instant matter and shall act as a complete and total bar from any further proceedings, pending or implied, in any other forum; provided the terms set forth herein are met; and
- 6) It is further agreed that this Stipulation shall not set a precedent nor shall it constitute any form of a past practice on either party due to the unique circumstances as described above.

In witness whereof, the parties have caused their names to be signed on August_____, 2019.

Sept. 11, 2019

Town of Fairfield

PTEA

Bv:

Emmet P. Hibson, Jr.
Director of Human Resources

Concelle 111.5

President, PTEA

Simpson, Cathleen

From:

Saxl, Concetta

Sent:

Tuesday, January 12, 2021 9:59 AM

To:

Bahr, Philip; Barnhart, Mark; Bisson, Scott; Bodie, John; Bosse, Caitlin; Broderick, Keith; Brown, Gaylen; Bucherati, John; Caisse, Roger; Cathcart, Justin; Chizmadia, John; Cleary, Sands; Coarse, Thomas; Delmhorst, Robert; DeMarco, Julie; Demko, Rich; DiTullio, John; Dunn, Kyran; Esposito, Felix; Fisher, Jan; Fox, Kevin; Jaronko, Santina; Gomola, George; Grace, Peter; Granata, Antonio; Guerrera, Robert; Gunter, Gregory; Hayes, Dan; Hine, Bill; Hurley, William; Ioli, Christopher; Johnson, John W.; Jones, Edward; Kalamaras, Robert; Kalapir, Erik; Kelley, David; Kimball, Craig; Koval, Peter; Kupchick, Brenda; Laseman, Jennifer; Lippman, Justin; Lyhne, Tamara; McCarthy, Denis; Miller, Paul; Minder, Jeffrey; Mitchell, Jill; Murtha, Helene; Norton, William; Panilaitis, Matt; Paris, Michael; Paules, Virginia; Perez, James; Rigoli, Vinny; Ryan, James; Sardinha, Aurelio; Seres, Chelsea; Sherwood, Schuyler; Smith, Donald; Sweeney, Nancy; Swift, Jim; Testa, Gary; Tursi, Chris;

Weihe, Edward; Brown, Gaylen; Wiltsie, James; Browne, Betsy; Barry, Kiva

Cc:

Foley, Gerald; Schmitt, Jared; Bremer, Tom

Subject:

Attachments:

Town Credit Card Policy and Procedures - Please Read

Credit Card Policy.pdf; Travel Meeting Expense Report 2020.docx; Credit Card - Missing

Receipt Form.xlsx

Town Credit Cardholders:

Please find attached the Town of Fairfield credit card policy. As a cardholder, you are required to understand and abide by the policies and procedures, responsibilities and limitations associated with this policy and the use of the Town's credit card.

Please read the attached policy and complete the last page entitled "Cardholder Memorandum of Agreement" and forward the completed page back to me by January 19, 2021.

Top 10 Reminders:

- 1. Reconciliation Voucher Packages for your credit card purchases are required to be submitted to the Finance Department on a timely basis each month (within 10 days of American Express statement closing date).
- 2. All backup documentation, i.e., receipts, sales slips, "Travel and Meeting Expense Report" must be attached to your Reconciliation Voucher sheet.
- 3. If you lose a receipt, please complete the "Missing Receipt Form" and attach the completed form to your Reconciliation Voucher.
- 4. Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- 5. Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason the Town approved vendor for office supplies.
- 6. Gasoline should not be purchased on the Town credit card. Use the Travel and Meeting Expense Report for reimbursement for mileage of personal vehicles or use the Town gas pumps for Town vehicles.
- 7. Do not pay state sales tax. Remember to tell the cashier at time of purchase that the Town of Fairfield is a municipality and is tax exempt from state sales tax.
- 8. All information technology purchases must first be pre-approved by the Director of Information Technology.
- 9. Use the free shipping option for all purchases whenever available.
- 10. All Food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.

Please feel free to contact me if you have any questions. Thank you.

Connie M. Saxl **Internal Auditor**

Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824

Phone (203) 256-2919 Fax (203) 255-7380

Simpson, Cathleen

From:

Saxl, Concetta

Sent:

Tuesday, February 16, 2021 9:01 AM

To:

Murray, Ross; Hurley, William; Kelley, David; Novak, Doug; Barnhart, Mark; Cleary, Sands; Murtha, Helene; Mitchell, Jill; Foley, Gerald; Calabrese, Anthony; Miller, Paul; DeMarco, Julie; Browne, Betsy; Kluczwski, David; Elworthy, Steve: Waggner, Matthew, Woodt

Julie; Browne, Betsy; Kluczwski, David; Elworthy, Steve; Waggner, Matthew; Wendt, James; Norton, William; Kalamaras, Robert; McCarthy, Denis; Marsilio, John; Munsell,

Doreen

Cc:

Schmitt, Jared

Subject:

Refresher for Department Heads - Town Credit Card Policy and Procedures - Please

Read

Attachments:

Credit Card Policy.pdf; Travel Meeting Expense Report 2020.docx; Credit Card - Missing

Receipt Form.xlsx

Department Heads:

This policy is being distributed as a refresher for those Department Heads who did not receive the "Town Credit Card Policy and Procedures" plus the top 10 reminders that was distributed to cardholders back in January.

Top 10 Reminders:

- 1. Reconciliation Voucher Packages for your credit card purchases are required to be submitted to the Finance Department on a timely basis each month (within 10 days of American Express statement closing date).
- 2. All backup documentation, i.e., receipts, sales slips, "Travel and Meeting Expense Report" must be attached to your Reconciliation Voucher sheet.
- 3. If you lose a receipt, please complete the "Missing Receipt Form" and attach the completed form to your Reconciliation Voucher.
- 4. Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- 5. Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason the Town approved vendor for office supplies.
- 6. Gasoline should not be purchased on the Town credit card. Use the Travel and Meeting Expense Report for reimbursement for mileage of personal vehicles or use the Town gas pumps for Town vehicles.
- 7. Do not pay state sales tax. Remember to tell the cashier at time of purchase that the Town of Fairfield is a municipality and is tax exempt from state sales tax.
- 8. All information technology purchases must first be pre-approved by the Director of Information Technology.
- 9. Use the free shipping option for all purchases whenever available.
- 10. All Food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.

Please read and familiarize yourself with the policy and feel free to contact me if you have any questions. Thank you.

Connie M. Saxl Internal Auditor

Town of Fairfield
Sullivan Independence Hall

725 Old Post Road Fairfield, CT 06824 Phone (203) 256-2919

Fax (203) 255-7380

Town of Fairfield Credit Card Policy

Memorandum of Understanding

Between:	
9	Employee Name (Cardholder)
And:	
	Director of Purchasing (Credit Card Administrator)

The purpose of this memorandum of understanding is to summarize the policies and procedures, responsibilities and limitations associated with the use of the Town's procurement (credit) card; to acknowledge that you understand your responsibilities as a cardholder, including punitive sanctions for misuse of your credit card.

The card is issued to you as a delegation of authority to make purchases on behalf of the Town, as a tool to consolidate payables, shorten lead-time and reduce administrative costs.

I. General Policies:

The unique credit card that you will receive has your name embossed on it. No member of your staff, your family, your supervisor or anyone else may use this card. It is the cardholder's responsibility to safeguard the credit card and account number at all times. Misuse of your card will be considered a violation of trust and may require that the card be withdrawn with subsequent disciplinary action.

THE CREDIT CARD IS NOT BE USED FOR PERSONAL PURCHASES:

 The credit card must not be used for personal purposes or for items purchased for others that are personal in nature. This includes alcoholic beverages, cash advances, gift certificates, fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc.

- You must comply with Federal, State and Town Ordinances, Charter provisions, regulations, policies and procedures.
- Purchases must not be split to avoid Town bidding requirements.
- Capital items must not be purchased on the credit card. This includes computers, machinery, equipment and other items with individual costs greater than \$1,000.
- Use of the credit card is not intended to replace effective procurement planning which enable volume discounts.
- The nature of all purchases must be substantiated at all times and you must be able to validate the official need for the purchase. If you cannot substantiate whether the purchase was necessary and for official Town use, disciplinary action may occur.
- Consequences of misuse of the credit card may include any one or combination of the following remedial actions:
 - Verbal notification of infraction;
 - Written notification of infraction with copies sent to the Chief Elected Official;
 - Card suspension with permanent loss of privileges;
 - Disciplinary action up to and including personal liability and repayment.
- Questions concerning procurement regulations should be directed to the Director of Purchasing.

II. Prudent Judgement for Purchases

Employees must use prudent judgement whenever using the Town credit card for department purchases. Department Heads must do their best to limit the use of their credit card and have department required purchases initiated by the person most knowledgeable about the expenditure.

III. <u>Purchasing Procedures at Merchant's Site, Telephone Order or Internet:</u>

- You may use your credit card at any merchant that accepts American Express credit cards for payment of purchases.
- Notify the merchant that the purchase is for the Town of Fairfield and that it is <u>exempt from state sales tax</u>. The vendor may ask you to provide a Cert 134 form (for commodities) and Department of Revenue Services Statement of Tax Exempt Status. Meals and lodging use the Cert-112. These forms may be obtained from the Purchasing Department.
- Obtain a sales receipt for all purchases.
- Obtain and retain your sales receipts for verification and reconciliation to your monthly Statement of Account from American Express.
- Whenever possible <u>use the free shipping option</u> if it is available to you.
- Consult with Purchasing to ensure that you are using preapproved local order vendors when making purchases.

IV. Procedures After Purchase:

• At the close of each billing cycle, you will receive a Statement of Account from American Express. The statement will itemize each transaction charged to your credit card account.

Upon receipt of the Statement, complete each of the actions listed below:

- 1. Compare your receipts to the monthly Statement of Account from American Express for accuracy.
- 2. Obtain a blank copy of a Reconciliation Voucher sheet from the Finance Department. (Attached)
- 3. Record credit card expenditures by appropriate general ledger account number and amount on the Reconciliation Voucher.
- 4. Attach copies of the sales receipts and monthly Statement of Account from American Express to the Reconciliation Voucher. Attach all credit vouchers (if applicable) to the Reconciliation Voucher.
- 5. The total expenses recorded per the Reconciliation Voucher must agree to the total expenditures per the monthly Statement of Account from American Express.
- 6. A minimum of the following two signatures are required on the Reconciliation Voucher:

You - The Cardholder

Immediate Supervisor (if applicable)

Department Head

The Department Head must <u>ALWAYS</u> sign the Reconciliation Voucher designating approval. If the cardholder is the Department Head, then the signature of the Chief Fiscal Officer must be obtained designating review and approval.

7. Forward the Reconciliation Voucher and receipts to the Finance Department <u>within five working days</u> of receipt of the monthly Statement of Account from American Express.

V. Travel and Meeting Documentation:

- All items charged to your credit card for the purpose of Town-related travel and meetings (including luncheons, dinners, seminars, etc.) must be justified by proper sales receipts and <u>be fully documented on a Travel and Meeting expense report</u>.
- The Travel and Meeting expense report will detail the date, place(s) visited, participants at the meeting, purpose of the meeting and the total amount charged to the credit card.
- It is imperative that all Travel and Meeting charges be for <u>Town</u> <u>business related purposes only.</u>

Meals Charged on the Credit Card:

- Meals charged on the credit card are limited to consumption by that individual employee only and should directly relate to specific Town business or meeting. Employees must not charge meals for persons not directly employed by the Town of Fairfield, including interns, volunteers, committee members, vendors, and outside business associates.
- Business Meals During Meetings: The meeting should be have a clear, reasonable, specific business purpose and agenda.
- Be a direct expense that is necessary in order to conduct Town business.
- All meals purchased shall be reported on the Travel and Meeting expense report and shall detail the date, name of food establishment, business purpose for the meal and the total amount charged to the credit card.

VII. Disputed Items:

- The cardholder is responsible for reporting/returning unsatisfactory goods or services to the merchant for replacement or refund. If the merchant refuses to remedy the faulty condition, the purchase of the item(s) will be considered to be in dispute.
- If charges on your statement are deemed incorrect then your statement is considered to be in dispute. A disputed item must be noted on the cardholder's Statement of Account and American Express must be notified immediately. The Town will make full payment of the disputed charge and American Express will credit the disputed charge on the following month's statement.

VIII. Lost or Stolen Credit Cards:

• If your credit card is lost or stolen, notify the Director of Purchasing immediately. If appropriate, the Police Department will be notified depending on the situation (i.e., burglary, etc.).

- Provide the following information to the Director of Purchasing: your complete name, department, credit card number, the date reported to the police (if applicable), and any purchase(s) you made on the day the card was lost or stolen.
- American Express will issue a new card and account number.
 You will not be responsible for paying any fraudulent charges on your account.

IX. Changes to Cardholder Information:

- Changes to a cardholder's name should be reported to the Director of Purchasing. A new credit card will be issued.
- If you terminate your service with the Town of Fairfield, you must return your credit card to the Director of Purchasing prior to leaving.
- If you move to job position in another department, you must notify the Director of Purchasing prior to the change.

Town of Fairfield Procurement (Credit) Card Program

CARDHOLDER MEMORANDUM OF AGREEMENT

I have read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card. I acknowledge that I have received a credit card to be used for the purpose of making purchases on behalf of the Town of Fairfield. I understand my responsibilities as a cardholder, which include punitive sanctions for misuse of my credit card.

Cardholder Name (Please Print):
Cardholder Signature:
Department:
Credit Card Number Issued - Last Four Digits:
Date:

~ A COPY OF THIS SIGNED LAST PAGE WILL BE RETAINED IN THE TOWN PURCHASING DEPARTMENT AS CREDIT CARD ADMINISTRATOR ~

Updated: 4/4/20

TOWN OF FAIRFIELD

Travel & Meeting Report

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TOWN OF FAIRFIELD MISSING RECEIPT FORM PROCUREMENT CARD PROGRAM

×
Please Print
Please Print
an indication of non-compliance with the Credit linary action.

ATTACH TO MONTHLY AMERICAN EXPRESS RECONCILIATION VOUCHER SHEET

Simpson, Cathleen

From:

Saxl, Concetta

Sent:

Friday, January 6, 2023 1:38 PM

To:

Bahr, Philip; Barnhart, Mark; Barry, Patrick; Bishop, Timothy; Bodie, John; Bosse, Caitlin; Broderick, Keith; Brown, Gaylen; Buckholz, Scott; Caisse, Roger; Cathcart, Justin; Chizmadia, John; Cleary, Sands; Coarse, Thomas; Delmhorst, Robert; DeMarco, Julie; Demko, Rich; DiTullio, John; Dunn, Kyran; Esposito, Felix; Fisher, Jan; Fox, Kevin; Jaronko, Santina; Gomola, George; Grace, Peter; Granata, Antonio; Guerrera, Robert; Hayes, Dan;

Hine, Bill; Hurley, William; Ioli, Christopher; Jarzombek, Scott; Johnson, John W.; Kalamaras, Robert; Kalapir, Erik; Kelley, David; Koval, Peter; Kupchick, Brenda; Laseman, Jennifer; Lippman, Justin; Lyhne, Tamara; Mahoney, Pat; McCarthy, Denis; Miller, Paul; Minder, Jeffrey; Mitchell, Jill; Novak, Doug; Panilaitis, Matt; Paris, Michael; Paules, Virginia; Riendeau, Matthew; Rigoli, Vinny; Ryan, James; Sardinha, Aurelio; Seres, Chelsea; Sherwood, Schuyler; Stahl, Michael; Sweeney, Nancy; Swift, Jim; Testa, Gary;

Walkinshaw, Ryan; Weihe, Edward; Wiltsie, James; Browne, Betsy Cc:

Foley, Gerald; Ritchey, Peter; Schmitt, Jared; Simpson, Cathleen; Murray, Ross; Marsilio,

John; Calabrese, Anthony; Cottell, John; Kluczwski, David; Politi, Cathy; Waggner,

Matthew; Wendt, James

Subject:

FW: Town Credit Card Policy and Procedures - Please Read **Attachments:**

Credit Card Memorandum of Understanding 1-4-2023.pdf; CC RECONCILIATION VOUCHER UPDATED 1-4-2022.xlsx; REQUEST FORM - OUT OF STATE TRAVEL

1-4-2023.doc; Credit Card - Missing Receipt Form.xlsx; Travel Meeting Expense Report

1-4-22.docx; Cert-112 Form.pdf; Cert-134 Form.pdf; Travel and Meeting Policy

1-4-2023.pdf

Town Credit Cardholders:

Please find attached the updated Town of Fairfield Credit Card policy entitled "Credit Card Memorandum of Understanding". As a cardholder, you are required to understand and abide by the policies, procedures, responsibilities and limitations associated with this policy and the use of the Town's credit card.

Please read the attached UPDATED policy and complete the last page entitled "Cardholder Memorandum of Agreement". Please forward the completed LAST PAGE ONLY back to me via email (scanned pdf document) or via interoffice mail by January 18, 2023.

NEW PROCEDURES!

- 1. Any single credit card purchase that exceeds \$1,000 must receive email approval first from the Department Head and then from the CFO prior to making the purchase. The email approval from the Department Head/CFO must be attached to your monthly Reconciliation Voucher Package submitted to Finance.
- 2. If the cardholder is also the Department Head, then you must forward your monthly Reconciliation Voucher
- 3. Use the new, updated Credit Card Reconciliation Voucher dated 1/4/2023 for the next billing cycle.

Top 11 Reminders:

- 1. Reconciliation Voucher Packages for your credit card purchases are required to be submitted to the Finance Department on a timely basis each month (within 10 days of American Express statement closing date).
- 2. All backup documentation, i.e., receipts, sales slips, "Travel and Meeting Expense Report" must be attached to

- 3. If you lose a receipt, please complete the "Missing Receipt Form" and attach the completed form to your Reconciliation Voucher.
- 4. Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- 5. Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason – the Town approved vendor for office supplies.
- 6. Gasoline should not be purchased on the Town credit card. Use the Travel and Meeting Expense Report for reimbursement for mileage of personal vehicles or use the Town gas pumps for Town vehicles.
- 7. Do not pay state sales tax. Remember to tell the cashier at time of purchase that the Town of Fairfield is a municipality and is tax exempt from state sales tax or use the CERT-112 or CERT134 forms attached.
- 8. All information technology purchases must first be pre-approved by the Director of Information Technology.
- 9. Use the free shipping option for all purchases whenever available.
- 10. All Food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.
- 11. All out of state travel must first be pre-approved by the First Selectwoman using the "Request Form Out of State Travel" document attached.

I have also attached other documents associated with the "Credit Card Memorandum of Understanding" in Word or Excel format for ease of use. They will also be posted on the Town share drive as well.

Please feel free to contact me if you have any questions. Thank you.

Connie M. Saxl **Internal Auditor**

Town of Fairfield Sullivan Independence Hall

725 Old Post Road

Phone (203) 256-2919

Fairfield, CT 06824

(203) 255-7380

Town of Fairfield Procurement (Credit) Card Program

Memorandum of Understanding

Between:	
	Employee Name (Cardholder)
And:	:
	Director of Purchasing (Credit Card Administrator)

The purpose of this memorandum of understanding is to summarize the policies and procedures, responsibilities and limitations associated with the use of the Town's procurement (credit) card; to acknowledge that you understand your responsibilities as a cardholder, including punitive sanctions for misuse of your credit card.

The card is issued to you as a delegation of authority to make purchases on behalf of the Town, as a tool to consolidate payables, shorten lead-time and reduce administrative costs.

I. General Policies:

- The unique credit card that you will receive has your name embossed on it. No member of your staff, your family, your supervisor or anyone else may use this card. It is the cardholder's responsibility to safeguard the credit card and account number at all times. Misuse of your card will be considered a violation of trust and may require that the card be withdrawn with subsequent disciplinary action.
- The credit card must not be used for personal purposes or for items purchased for others that are personal in nature. This includes alcoholic beverages, cash advances, gift certificates, fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc.

- You must comply with Federal, State and Town Ordinances, Charter provisions, regulations, policies and procedures.
- Purchases must not be split to avoid Town bidding and/or approval requirements.
- Use of the credit card is not intended to replace effective procurement planning which enable volume discounts.
- The nature of all purchases must be substantiated at all times and you must be able to validate the official need for the purchase. If you cannot substantiate whether the purchase was necessary and for official Town use, disciplinary action may occur.
- Consequences of misuse of the credit card may include any one or combination of the following remedial actions:
 - Verbal notification of infraction;
 - Written notification of infraction with copies sent to the Chief Elected Official;
 - Card suspension with permanent loss of privileges;
 - Disciplinary action up to and including personal liability, repayment and/or termination of employment.
- Questions concerning procurement regulations should be directed to the Director of Purchasing.

II. Prudent Judgement for Purchases

Employees must use prudent judgement whenever using the Town credit card for department purchases. Department Heads must do their best to limit the use of their credit card and have department required purchases initiated by the person most knowledgeable about the expenditure.

III. <u>Purchasing Procedures at Merchant's Site, Telephone Order or Internet:</u>

- You may use your credit card at any merchant that accepts American Express credit cards for payment of purchases.
- If possible, capital items should not be purchased on the credit card. This includes computers, printers, machinery, equipment and other capital items with individual costs greater than \$1,000.
- Any single credit card purchase that exceeds \$1,000 must receive email approval first from the Department Head and then from the CFO prior to making the purchase. The email approval from the Department Head/CFO must be attached to your monthly Reconciliation Voucher submitted to Finance.
- Notify the merchant that the purchase is for the Town of Fairfield and that it is <u>exempt from state sales tax</u>. The vendor may ask you to provide a Cert-134 form (for commodities) and Department of Revenue Services - Statement of Tax Exempt Status. Meals and lodging use the Cert-112. These forms may be obtained from the Purchasing Department.
- Obtain a sales receipt for all purchases.
- Obtain and retain your sales receipts for verification and reconciliation to your monthly Statement of Account from American Express.
- Whenever possible <u>use the free shipping option</u> if it is available to you.
- Consult with Purchasing to ensure that you are using preapproved local order vendors when making purchases.

IV. Procedures After Purchase:

• At the close of each billing cycle, you will receive a Statement of Account from American Express. The statement will itemize each transaction charged to your credit card account.

Upon receipt of the Statement, complete each of the actions listed below:

- 1. Compare your receipts to the monthly Statement of Account from American Express for accuracy.
- 2. Obtain a blank copy of a Reconciliation Voucher sheet from the Finance Department. (Attached)
- 3. Record credit card expenditures by appropriate general ledger account number and amount on the Reconciliation Voucher.
- 4. Attach copies of the sales receipts and monthly Statement of Account from American Express to the Reconciliation Voucher. Attach all credit vouchers (if applicable) to the Reconciliation Voucher.
- 5. The total expenses recorded per the Reconciliation Voucher must agree to the total expenditures per the monthly Statement of Account from American Express.
- 6. A minimum of the following two signatures are required on the Reconciliation Voucher:

You - The Cardholder Immediate Supervisor (if applicable) Department Head

The Department Head must <u>ALWAYS</u> sign the Reconciliation Voucher designating approval. If the cardholder is the Department Head, then the signature of the Chief Fiscal Officer must be obtained designating review and approval.

 Forward the Reconciliation Voucher and receipts to the Finance Department <u>within five working days</u> of receipt of the monthly Statement of Account from American Express.

V. Travel and Meeting Documentation:

All credit card purchases for Travel and Meeting must comply with the Town Travel and Meeting Policy.

- All items charged to your credit card for the purpose of Town-related travel and meetings (including luncheons, dinners, seminars, etc.) must be justified by proper sales receipts and <u>be fully documented on a Travel and Meeting expense report.</u> (Attached)
- The Travel and Meeting expense report will detail the date, place(s) visited, participants at the meeting, purpose of the meeting and the total amount charged to the credit card.
- It is imperative that all Travel and Meeting charges be for <u>Town</u> business related purposes only and are necessary expenses required to conduct Town business.

Meals Charged on the Credit Card:

- Meals charged on the credit card are limited to consumption by that individual employee only and should directly relate to specific Town business or meeting. Employees must not charge meals for persons not directly employed by the Town of Fairfield, including interns, volunteers, committee members, vendors, and outside business associates. (Meals may be purchased for other Town employees but you must designate the name of each employee and the purpose of the meeting on your Travel and Meeting expense report.)
- Meals during Town Business and Town Meetings: The meeting should have a clear, reasonable, specific business purpose and agenda.

• Gratuities must not exceed 18% and alcoholic beverages are not to be purchased on the Town credit card.

Daily Meal Reimbursement Amounts: When out of Town or when traveling on Town Business:

Breakfast	\$11	Town business falls between 7:00 a.m. and 9:00 a.m.
Lunch	\$12	Town business falls between 12:00 p.m. and 2:00 p.m.
Dinner	\$23	Town business falls between 5:00 p.m. and 7:00 p.m.

• Dinner pertaining to Night Meetings after work will be reimbursed at a maximum of \$12 if the employee has worked eight hours (normal working day including lunch) prior to the meeting and it is mandatory that the employee attend the meeting as a requirement of his/her job after working hours.

VI. <u>Disputed Items</u>:

- The cardholder is responsible for reporting/returning unsatisfactory goods or services to the merchant for replacement or refund. If the merchant refuses to remedy the faulty condition, the purchase of the item(s) will be considered to be in dispute.
- If charges on your statement are deemed incorrect then your statement is considered to be in dispute. A disputed item must be noted on the cardholder's Statement of Account and American Express must be notified immediately. The Town will make full payment of the disputed charge and American Express will credit the disputed charge on the following month's statement.

VII. Lost or Stolen Credit Cards:

- If your credit card is lost or stolen, notify the Director of Purchasing immediately. If appropriate, the Police Department will be notified depending on the situation (i.e., burglary, etc.).
- Provide the following information to the Director of Purchasing: your complete name, department, credit card number, the date reported to the police (if applicable), and any purchase(s) you made on the day the card was lost or stolen.

- Any fraudulent activity occurring on your credit card must be immediately reported to the Director of Purchasing.
- American Express will issue a new card and account number.
 You will not be responsible for paying any fraudulent charges on your account.

VIII. Changes to Cardholder Information:

- Changes to a cardholder's name should be reported to the Director of Purchasing. A new credit card will be issued.
- If you terminate your service with the Town of Fairfield, you must return your credit card to the Director of Purchasing prior to leaving.
- If you move to a new job/position in another department, you must notify the Director of Purchasing prior to the change.

PLEASE SIGN AND RETURN CARDHOLDER MEMORANDUM OF AGREEMENT ON THE FOLLOWING PAGE.

Town of Fairfield Procurement (Credit) Card Program

444

CARDHOLDER MEMORANDUM OF AGREEMENT

I have read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card. I acknowledge that I have received a credit card to be used for the purpose of making purchases on behalf of the Town of Fairfield. I understand my responsibilities as a cardholder, which include punitive sanctions for misuse of my credit card.

The Town reserves the right to review and inspect goods purchased by you on your credit card at any time.

Cardholder Name (Please Print):	
Cardholder Signature:	
Department:	
Credit Card Number Issued - Last Four Digits:	
Date:	

~ A COPY OF THIS SIGNED LAST PAGE WILL BE RETAINED IN THE TOWN PURCHASING DEPARTMENT AS CREDIT CARD ADMINISTRATOR AND YOUR PERSONNEL FILE ~

Updated 1-4-2023

TOWN OF FAIRFIELD MISSING RECEIPT FORM PROCUREMENT CARD PROGRAM

	Please Print			V	
Cardholder Department:	121				
, a p 4	>				
Card Number (Last 4 Digits Only):			* 9		
Merchant Name:					
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Date of Transaction:		٠			
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Amount of Purchase:	8	i.			
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Vhat was purchased?:	*	g a			
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N.				* x z	
ardholder Signature:					
	*				39
epartment Head Name:					
	Please Print				E)
epartment Head Signature:	•:	8			
prostadla					
epeated losses of receipts may be ard Program and grounds for disci	an indication of non	-compliance	e with the (Credit	¥
S = minor rot allogi	pilitary action.			:4	

Department of Revenue Services State of Connecticut 450 Columbus Blvd Ste 1 Hartford CT 06103-1837

(Rev 07/09)

CERT-134

Exempt Purchases by Qualifying Governmental Agencies

General Purpose: Qualifying governmental agencies must issue this certificate to retailers when purchasing tangible personal property or enumerated services. For purposes of this certificate, qualifying governmental agencies include:

- · The United States and its agencies:
- The State of Connecticut or its political subdivisions or their agencies:
- · Certain other entities exempt under Connecticut law; and
- Persons acting as agents for any of these entities.

A qualifying governmental agency may use this certificate to purchase any tangible personal property for resale at any one of five fundraising or social events of a day's duration during any calendar year. The event must be exempt from tax under Conn. Gen Stat. §12-412(94). Otherwise, governmental agencies are not allowed to purchase tangible personal property for resale with this certificate. See Special Notice 98(11), Exemption From Sales and Use Taxes of Sales by Nonprofit Organizations at Fundraising or Social Events.

Statutory Authority: Conn. Gen. Stat. §12-412(1)(A)

Instructions for the Purchaser: An authorized person acting on behalf of a qualifying governmental agency must issue and sign this certificate to advise the seller of tangible personal property or taxable services that sales and use taxes do not apply to the purchase. The purchases must be made by the qualifying governmental agency using the agency's own funds.

Purchases made by individual employees who will be reimbursed by a qualifying governmental agency do not qualify for exemption under any circumstances, even if the purchases are made in the employee's official capacity.

If a purchaser other than an agency of the U.S. or the State of Connecticut, not named on the reverse of this certificate, is expressly exempted from state sales and use taxes by a federal or Connecticut statute, the purchaser must identify the exempting statute on the reverse of this certificate. If a purchaser is not expressly exempted by a federal statute, but believes it is exempt by reason of federal law, it must request a letter from the Department of Revenue Services (DRS) (address above) acknowledging the exempt status and attach a copy of the letter to this certificate.

Purchases of Meals and Lodging: In general, qualifying governmental agencies may not use this certificate to purchase meals and lodging, but must get preapproval from DRS for these purchases, and use CERT-112, Exempt Purchase of Meals and Lodging by Exempt Entities, or CERT-123, Blanket Certificate for Exempt Qualifying Purchases of Meals or Lodging by an Exempt Entity.

However, a qualifying governmental agency may purchase meals tax exempt using this certificate, without prior approval from DRS, when it will resell the meals at one of five fundraising or social events per year exempt under Conn. Gen. Stat. §12-412(94). See Policy Statement 2003(4), Purchases of Meals or Lodging by Exempt Entities.

Federal Government Purchases Not Requiring This Certificate: The federal government has implemented the "GSA SmartPay" program, which uses four categories of cards: Fleet, Purchase, Travel, and Integrated Cards. Federal employees may purchase tangible personal property and services, including meals and lodging, tax exempt when using GSA SmartPay cards, if the purchases are billed to and paid by the federal government. U.S. government agencies making tax-exempt purchases using GSA SmartPay cards are not required to use any DRS certificates or to get preapproval for purchases. Some GSA SmartPay purchases do not qualify for exemption. See Policy Statement 2009(2), Retailer's Acceptance of U.S. Government "GSA SmartPay 2" Charge Cards for Exempt Purchases.

Instructions for Agents Making Purchases for Qualifying Governmental Agencies: A person acting as the agent of a qualifying governmental agency making purchases of tangible personal property or enumerated services must issue this certificate to notify the seller sales and use taxes do not apply to the charges for the purchases.

The agent must:

- · Complete and sign this certificate as the purchaser;
- Attach a copy of the document from the qualifying governmental agency that expressly designates the person as the agent for purchasing the types of goods or services being purchased; and
- Claim an exemption only on purchases of goods or services used exclusively by the qualifying governmental agency.

Keep a copy of this certificate, the documents attached, and records that substantiate the information entered on this certificate for at least six years from the date this certificate is issued.

Instructions for the Seller: Acceptance of this certificate, when properly completed and accompanied by any other required documents, relieves the seller from the burden of proving the sale and the storage, use, or consumption of the tangible personal property or taxable services are not subject to sales and use taxes. This certificate is valid only if taken in good faith from a person who is authorized to furnish it to the seller on behalf of a qualifying governmental agency. The good faith of the seller will be questioned if the seller has knowledge of facts that give rise to a reasonable inference the purchaser is not a qualifying governmental agency or an agent of a qualifying governmental agency or the items purchased will not be used exclusively by or on behalf of the qualifying governmental agency.

Keep this certificate, the documents attached, and bills or invoices to the purchaser for at least six years from the date the items or services were purchased. The bills, invoices, or records covering the purchase made under this certificate must be marked "Exempt Under CERT-134" to indicate an exempt purchase has occurred.

This certificate may be used for a single exempt purchase, in which case the box marked "Certificate for One Purchase Only" must be checked. This certificate may also be used for a continuing line of exempt purchases, in which case the box marked "Blanket Certificate" must be checked. It remains in effect for three years unless the purchaser revokes it in writing before the three-year period expires. CERT-134 may not be used as a blanket certificate for purchases of tangible personal property for resale at any one of five fundraising or social events per calendar year exempt under Conn. Gen. Stat. §12-412(94).

A qualifying governmental agency must pay for its exempt purchases with a check drawn on its own account or with a credit card issued in its own name (and not in the name of any of its members or officers). An exempt purchase of \$10 or less may be made using cash, as long as the purchase is made with the qualifying governmental agency's own funds, except a blanket certificate may not be used for cash purchases.

For More Information: Call DRS at 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) or 860-297-5962 (from anywhere). TTY, TDD, and Text Telephone users only may transmit inquiries 24 hours a day by calling 860-297-4911. Visit the DRS website at www.ct.gov/DRS to preview and download forms and publications.

Purchaser is			9
United StatesName of		State of Connecticut	
Name of	agency		Name of agency (List exemption number, if any
☐ Federal credit union	credit union	Connecticut municipality	Town or district and agency
8			10wn or district and agency
Other entity exempted by Connection	ut law	Name of entity	Exempting Connecticut statute
Other entity exempted by federal law	v		
		Name of entity	Exempting federal statute
☐ Connecticut Development Authority		or check box if acknowledgment le	tter from DRS is attached. L
Agent of a qualifying governmental Name of agent:		ch documentation of appointment as	
Agent's CT Tax Registration Number	ar:	Agent's Federal Employer	ID Number:
Name of qualifying governmental ag	gency	х	2
Appointed agent for making the follo			
	5. 71		
4.11			
Address of purchaser.	w .		
Name of seller	Address		CT Tax Registration Number
	47		(If none, explain.)
			Federal Employer ID Number
Check one box:			
			e personal property for resale at any one of five
Certificate for one purchase only	alendar year exempt unde	r Conn. Gen. Stat. §12-412(94). See	below.)
	ion under Conn. Gen. Sta	t. §12-412(94). Indicate the number	of prior fundraising or social events during this
		n. Gen. Stat. §12-412(94);	
Check the appropriate box(es) and provide	a written description of e	each item purchased:	
☐ Tangible personal property	☐ Taxable services		
Description:			
		ation by Purchaser	
The item(s) described above are tangible pe r other applicable statute. The purchase of			ion provided in Conn. Gen. Stat. §12-412(1)(A)
	,		and statements) and, to the best of my knowledge
nd belief, it is true, complete, and correct, mprisonment for not more than five years, or		for willfully delivering a false retu	rn to DRS is a fine of not more than \$5,000 or
inprocessing for more than tive yours, c	7 0041.		
Name of purchaser			
70			
y: Signature of authorized person		Title	Date
			I have entered the citation of the exempting law
bove. If the purchaser is an entity exempte	d under federal law, I hav	e entered the citation of the exempti-	ng law above, or, if there is no specific statutory
athority, I have attached a copy of the letter			the marketing
the purchaser is an agent of a qualifying go	vernmental agency, I have	attached a copy of the document fro.	m the qualifying governmental agency expressly

Town of Fairfield American Express Reconciliation Voucher

Statement Period:	1
Cardholder Name:	(Discour Drive)
Department:	(Please Print)

ATTACH RECEIPTS AND AMEX STATEMENT TO BACK FOR ANY SINGLE PURCHASE EXCEEDING \$1,000, YOU MUST ATTACH THE PRINTOUT OF THE CFO'S PRIOR EMAIL APPROVAL.

MUNIS Account #	Vendor Name	Amount	Brief Description of Purchase - Attach Travel & Meeting Report If Applicable
		8	
			Le .
a "			
			- P
OTAL CHARGES:	/	\$	
rdholder Signature:			If the cardholder is also the
viewed/Approved By:			Department Head, then you must forward this packet to the CFO for approval.
	Department Head - Sign Na	ame	
4			CFO Signature:
	Department Head - Print N	ame	CFO Date Approved:
ate Approved:			

TOWN OF FAIRFIELD

Travel & Meeting Report

D	ite	Places Visited	Mileage	Air/Rail	Room	Mari	0.1		
1o.	Day	(use several lines if necessary)	Mileage	Other	Koom	Meals	Other	Entertainment & Oth	ner Expense
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		Total Mileage							
								7	
		Total Amounts							
_									

Date _____



TOWN OF FAIRFIELD

TOWN TRAVEL AND MEETING POLICY

<u>PURPOSE</u>

Town-wide travel and meeting policies and procedures have been designed to:

- Ensure that employee Travel and Meeting Reports submitted to the Finance Department are properly completed and include proper supporting documentation.
- Increase internal accounting controls over employee requests for reimbursement.
- Ensure that reimbursements are made for valid and approved businessrelated expenses.
- Establish consistency among employee Travel and Meeting Reports submitted for reimbursement.

<u>POLICIES</u>

Town employees shall be reimbursed for expenses incurred in the performance of their work duties.

All travel and meetings shall be approved by the department head and shall be in accordance with the rates and criteria set forth in this policy.

Reimbursable Travel and Meeting Expenses: Expenses incurred that are essential to transacting official Town business, including, but not limited to the following will be reimbursed:

Use of privately owned vehicles for Town business:

 Privately owned vehicles may be used for Town meetings, conventions and seminars. Mileage reimbursement shall be in accordance with IRS guidelines (unless designated otherwise per collective bargaining agreement). Currently, the IRS recommends reimbursement at:

- 62.5 cents per mile effective July 1, 2022 for calendar year 2022.
- 65.5 cents per mile effective January 1, 2023 for calendar year 2023.
- Parking charges and toll charges incurred in the use of a privately owned vehicle are reimbursable and must be substantiated by proper receipts.
- Charges for road service, repairs, towage and other similar expenses are not reimbursable.

Conventions and Seminars:

 Enrollment fees for convention and seminar attendance are reimbursable and must be substantiated by event itinerary and a proper receipt or canceled check.

Meals: All Meals and other Food Purchases Must be related to Town Business purposes only:

- O In-state meals will be reimbursed if Town business requires an employee to be 15 or more miles away from his/her normal work location and Town business falls during hours per the schedule below. The reimbursement of business meals is set at a maximum of \$51 per day (unless designated otherwise per union contract).
- Out-of-state meals will be reimbursed according to the same schedule below. The reimbursement of business meals is set at a maximum of \$51 per day (unless designated otherwise per union contract).

\$11	Town business falls between 7:00 a.m. and 9:00 a.m.
\$12	Town business falls between 12:00 p.m. and 2:00 p.m.
\$23	Town business falls between 5:00 p.m. and 7:00 p.m.
\$5	Town business exceeds eight hours worked
	\$12 \$23

- Dinner pertaining to Night Meetings after work will be reimbursed at a maximum of \$12 if the employee has worked eight hours (normal working day including lunch) prior to the meeting and it is mandatory that the employee attend the meeting as a requirement of his/her job after working hours.
- Gratuities/tips should not exceed a maximum of 18% of the total restaurant bill before tax.
- Meals must be substantiated by proper restaurant cash register receipt and/or credit card receipt. Alcoholic beverages purchased will not be reimbursed.

All air travel, lodging and car rental shall only be authorized at the <u>lowest available rate</u>. No upgraded first class lodging, airfare or car rental will be paid for by the Town. Employees are expected to travel using the most economical means possible.

Lodging:

 Must be substantiated by proper receipt and credit card receipt. In-room movie rentals will not be reimbursed.
 Personal long-distance telephone calls will not be reimbursed.

Bus, Taxi, Airfare, Parking Fees, and Highway Tolls:

 Must be substantiated by proper receipts and credit card receipt if applicable.

Important! All expenditures which encompass Town related travel or meeting expenses must be documented on a Travel and Meeting Report along with Department Head signature and receipts.

 Travel and Meeting Reports can be obtained from the Finance Department and must contain the following information:

Payee name
Department
Dates of travel and/or meetings
Explanation of the expense
Amount of each expense
Total amount due
Signature of Department Head

 All Travel and Meeting Reports submitted to the Finance Department for reimbursement must be accompanied by proper supporting documentation and signed off by the Department Head.

RETIREMENT PARTIES

A department may use appropriated Town funds toward an employee's retirement celebration party. Actual expenses for the party shall not to exceed \$100 per retired employee. Departments are encouraged to combine group employee retirement celebrations into one party. Actual expenses for a group retirement party (for three or more retirees) shall not to exceed \$300. A voluntary employee collection/contribution amongst departments may be instituted to supplement the retirement celebration expense.

Funds can be used for any expense related to the retirement party such as cake, food, non-alcoholic drinks, decorations, flowers, etc. The funds shall not be used towards a gift to the retiree.

It should be noted that the Town of Fairfield does not pay sales tax when purchasing cake, food, etc. and the State sales tax exemption certificate should be used at time of purchase. A State of Connecticut sales tax exemption certificate form is attached.

Note: These funds may not be used for occasions such as employee birthdays, weddings, anniversaries or other celebrations of a personal nature, which should be paid for by employee contributions.

REQUEST FOR OUT OF STATE TRAVEL

- All out of state travel must be approved in advance by the First Selectwoman. Prior approval is obtained by submitting a completed Request for Non-local Travel Form to the First Selectwoman. Forms can be obtained from the Finance Department.
- All Travel and Meeting Reports submitted to the Finance Department will be reviewed by the Budget Director and are subject to budget approval prior to payment.

MONETARY ADVANCES

 Monetary advances for Town travel/meeting may be obtained by submitting a completed Employee Cash Advance Request Form to the Finance Department. Forms can be obtained from the Finance Department.

- A cash advance may not to be used to pay for personal services of any nature.
- An advance request will not be granted to an employee with an outstanding cash advance balance.
- An advance check will be available within ten days of receipt in the Accounts Payable Office.
- If monies are given in advance for Town travel and meeting expenses, then all receipts plus any left over cash comprising the total advance allotted should be handed in to the Finance Department along with the completed Travel and Meeting Report.
- Cash advances must be accounted for within ten working days of the projected dates as defined in the preceding section, either with adequate receipts, cash or a check for the balance made payable to the Town of Fairfield.
- Failure to account for advanced funds in full within sixty days will result in an employee payroll deduction for the balance due.



TOWN OF FAIRFIELD

REQUEST FORM - OUT OF STATE TRAVEL

Employee Name:		
Department:	0	
Reason for Travel:		
Dates of Travel:		
Estimated Cost:		4
(M M	onies must be available in your department's Travecting account.)	el and
2	19	
Approved By First S	electwoman:	
* B _		
Date of Approval: _		

This completed and approved form must accompany your Travel and Meeting Report.

Department of Revenue Services State of Connecticut 450 Columbus Blvd Ste 1 Hartford CT 06103-1837

(Rev. 01/05)

CERT-112

Exempt Purchases of Meals or Lodging by Exempt Entities

General Purpose: Exempt organizations, qualifying governmental agencies, nonprofit charitable hospitals, nonprofit nursing homes, nonprofit rest homes, and nonprofit residential care homes must use this certificate to establish that their purchases of meals or lodging are exempt from tax. (Any reference to tax in this document includes sales and use taxes and room occupancy tax, as applicable.) These organizations, governmental agencies, hospitals, and homes are referred to as exempt entities throughout this certificate. CERT-112 allows an exempt entity to purchase meals or lodging, or both, tax exempt for a single event and may not be used for repeat purchases. See CERT-123. Blanket Certificate for Exempt Qualifying Purchases of Meals or Lodging by an Exempt Entity or Qualifying Governmental Agency, for repeat qualifying exempt purchases of meals or lodging. Use this certificate only if these three conditions are met:

- The retailer directly invoices and charges the exempt entity for the meals or lodging; and
- The exempt entity directly pays the retailer with a check drawn on its own account or with a credit card issued in its own name; and
- The exempt entity is not reimbursed, in whole or in part, by donation or otherwise, for its payment of the meals or lodging by those consuming the meals or lodging.

Statutory Authority: Conn. Gen. Stat. §12-412(1)(A), (8), and (94)

Credit Card Purchases: If a credit card is used to pay the retailer of meals or lodging, the card must be issued in the name of the exempt entity. The credit card must be used exclusively to make purchases for the use of the exempt entity (not for the convenience of its officers, employees, or members). The credit card charges must be paid by a check drawn on the exempt entity's own checking account.

Nonqualifying Purchases: This certificate may not be used (and tax must be paid) for the purchase of meals or lodging not meeting all three conditions above. Nonqualifying purchases include fund raisers where those who attend are charged or are required to make any payment and seminars or conferences where meals or lodging charges are included in the conference or seminar registration fee, except as described below.

An exempt entity may purchase meals tax exempt using CERT-113, Purchases of Tangible Personal Property and Services by a Nonprofit Charitable Hospitol, Nonprofit Nursing Home, Nonprofit Rest Home, or Nonprofit Residential Care Home; CERT-119, Purchases of Tangible Personal Property and Services by Qualifying Exempt Organizations; or CERT-134, Exempt Purchases by Qualifying Governmental Agencies; and does not have to get prior approval from the Department of Revenue Services (DRS), when it will resell the meals at one of five fundraising or social events per year that is exempt from tax under Conn. Gen. Stat. §12-412(94) including meals resold at conferences and seminars. See Special Notice 98(11), Exemption From Sales and Use Tuxes of Sales by Nonprofit Organizations at Fundraising or Social Events

Government Purchases Not Requiring Preapproval: The federal government has implemented the "GSA SmartPay" program, which uses four categories of credit cards: Fleet, Purchase, Travel, and Integrated cards. Federal employees may purchase meals and lodging tax exempt by using certain GSA SmartPay cards when the purchases are billed to and paid by the federal government. U.S. government agencies making tax-exempt purchases of meals and lodging using GSA SmartPay cards are not required to get preapproval for these purchases from DRS and are not required to provide the retailer with CERT-112. See Policy Statement 2000(1.1), Retailer's Acceptance of U.S. Government "GSA SmartPay" Credit Card for Exempt Purchases.

Instructions for the Purchaser: An officer of an exempt entity must complete and sign this certificate and submit it to DRS at least three weeks before an event to request the tax-exempt purchase of meals or lodging at a specific event. The exempt entity should include a copy of the flyer, announcement, or other promotional literature about the event with CERT-112. If the purchaser is an exempt organization, it must either attach a

copy of its LR C. $\S501(c)(3)$ or (13) determination letter issued by the U.S Treasury Department or, if it was issued an exemption permit by DRS, enter its exemption permit number on CERT-112. If the purchaser is a qualifying governmental agency, no attachment is required. If the purchaser is a nonprofit charitable hospital, nonprofit aursing home, nonprofit rest home, or nonprofit residential care home, it must attach a copy of a valid and active license issued by the Department of Public Health under Chapter 368v of the Connecticut General Statutes and a copy of its 1.R.C. §501(c)(3) or (4) determination letter issued by the U.S. Treasury Department or, if it was issued an exemption permit by DRS, enter its exemption permit number on CERT-112 If DRS concludes that the applicant is making a qualifying exempt purchase, CERT-112 with DRS official approval noted will be returned to the exempt entity. The exempt entity then provides CERT-112 to the retailer of meals or lodging Keep a copy of this certificate, the documents attached, and records that substantiate the information on this certificate for at least six years from the date it is issued.

Events That Qualify for Refund Only: If the exempt entity will be paying (and will not be reimbursed, in whole or in part) for the meals or lodging of some of the attendees, but will be reimbursed in whole or in part for the meals or lodging of others, a preappproved exemption will not be issued. The exempt entity must pay tax on all the meals or lodging at the time of the purchase. However, DRS will refund the tax on those meals or lodging that were paid for by the exempt entity for which it was not reimbursed in whole or in part. The exempt entity must file, and DRS must approve, CERT-122, Refund of Sales Tax Paid on Purchases of Meals or Lodging by Exempt Entities. The exempt entity is not eligible for refund of the tax paid on meals or lodging for which it received full or partial reimbursement other than for meals sold under five one-day fundraising or social events per calendar year exemption. See Policy Statement 2003(4), Purchases of Meals or Lodging by Exempt Entities, for more information.

Example 1: B, an exempt organization, sponsors a dinner to honor one of its members. The restaurant charges B \$50 per meal and B sells tickets for \$50 per person. The honoree and members of the immediate family attend as guests of the organization. B must pay sales tax on all meals purchased. It may, however, complete and file CERT-122 to claim a refund of the taxes paid only on meals consumed by the honoree and members of the immediate family.

Example 2: C, an exempt organization, sponsors a retirement dinner to honor one of its employees. The restaurant charges C \$60 per meal. C sells tickets for \$50 per person and pays the \$10 difference to the restaurant from its own funds. C must pay sales tax on the full price of all meals purchased. Because the organization received partial reimbursement for all of the meals, C is not eligible for a refund of any of the tax paid.

Instructions for Retailer of Meals or Lodging: Acceptance of this certificate, when properly completed and with DRS official approval noted, relieves the retailer from the burden of proving the sale of meals or lodging was not subject to tax. This certificate is valid only if taken in good faith from an exempt entity.

Do not accept this certificate unless you directly invoice and charge the exempt entity for the meals or lodging. Do not accept the certificate unless you are directly paid by the exempt entity with a check drawn on the exempt entity's own checking account or with a credit card issued in the exempt entity's name (not in the name of one of its members, employees, or officers). Cash payments do not satisfy this condition, regardless of the cost of the meals or lodging

Keep this certificate, the documents attached, and bills or invoices to the exempt entity for at least six years from the date that the meals or lodging were purchased. The bills, invoices, or records covering the purchase made under this certificate must be marked "Exempt Under CERT-112" to indicate an exempt purchase has occurred. This certificate only applies to the specific event indicated and may not be used for the exempt purchase of any meals or lodging at any other event

			F	ederal Employer Identification Number
Address of Facing Energy				onnecticut Exemption Permit Number <i>(If anv)</i>
			7	onnectical Exemption relimit Number (if any)
III the exampt entity was not respect a Connecticut e.	semption permit (E-number), attach a cop	y of the exemp	r entity's T.R.C. §501(c)(3), (4), or	(13) determination letter.)
Name of Retailer				Check Appropriate Box(es) Meals Lodging
Address of Retaile:				Dates of Event
Describe Purpose or Reason for Event He specific	For example incense of board of misters, o	or luncheon to l	nonor velantezro	
The exempt entity must provide the following			g purchased: (See instruction.	5)
- Column A	Column			Column C
Total Number of Meals or Lodging to be Purchased	Number for Which No R Partial Will Be Received			for Which Reimbursement, Full or
	1	·	t antian, y	VIII DE RECEIVES
The sum of the num	nbers entered in Column B and in	Column C sh	would equal the number enter	ed in Column 1
1. Will the exempt entity make a charge for	r the meals or lodging to those atte	inding the ev	ent?	Yes No
2. Will the retailer of the meals or lodging (Yes No
3. Will the exempt entity directly pay the re				
or with a credit card issued in its own na-	me (and not in the name of one of	its members,	employees, or officers)?	Yes No
8	Declaration by	Exempt	Entity	
y the Department of Public Health, if appli xamined this document (including any accor- understand the penalty for willfully deliver- ears, or both. The declaration of a paid pre-	mpanying schedules and statements ing a false return or document to I	s) and, to the ORS is a fine	best of my knowledge and be of not more than \$5,000, o	belief, it is true, complete, and correct
rint Name		Title		
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gnature of Authorized Person		Date		Telephone Number
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Memorandum of Understanding

Between:	
	Name/Title of Cardholder
And:	
	Twig Holland, Director of Purchasing (Credit Card
	Administrator)

<u>Subject</u>: Town of Fairfield Procurement, (Credit) Card Program

The purpose of this memorandum of understanding is to summarize the procedures, responsibilities and limitations associated with the use of the Town's procurement (credit) card; to acknowledge that you have received training in the use of the card and understand your responsibilities as a cardholder, including punitive sanctions for misuse of your credit card.

The card is being issued to you as a delegation of authority to make purchases on behalf of the Town, as a tool to consolidate payables, shorten lead-time and reduce administrative costs.

I. General Information:

- The unique credit card that you will receive has your name embossed on it. No member of your staff, your family, your supervisor or anyone else may use this card. It is the cardholder's responsibility to safeguard the credit card and account number at all times. Misuse of your card will be considered a violation of trust and may require that the card be withdrawn with subsequent disciplinary action.
- THE CREDIT CARD MUST NOT BE USED FOR PERSONAL PURCHASES.

- You will be requested to personally sign for your credit card, indicating your receipt and understanding of all rules applicable to possessing the card.
- The Department Manager will determine the dollar limit that will be placed on your credit card. Dollar limits will apply to purchases on a per transaction and monthly basis.
- The cardholder must comply with Federal, State and Town Ordinances, Charter provisions, regulations, policies and procedures. Questions concerning procurement regulations should be directed to the Director of Purchasing.
- Use of the credit card is not intended to replace effective procurement planning which enable volume discounts.
- The nature of all purchases must be substantiated at all times and you must be able to validate the official need for the purchase. If you cannot substantiate that the purchase was necessary and for official use, disciplinary action may occur.
- Questions regarding your account or specific credit card procedures should be directed to the Director of Purchasing.

II. Card Procedures at Merchant's Site:

- You may use your credit card at any merchant that accepts American Express credit cards for payment of purchases.
- Once you have selected your purchases, present them and your credit card to the merchant.
- The merchant will complete the sales draft, which includes the following information:
 - 1. Imprint of your card, including card number, expiration date, and your name.
 - 2. Date and amount of purchase.
 - 3. Brief description of item(s) purchased.
 - 4. Imprint of merchant name and identification.

- At the completion of the sales transaction, the merchant will request that you sign the sales draft. Before you do, verify that the dollar amount is correct, including shipping costs, and that sales tax has not been included.
- You will be provided one copy of the signed sales draft. This copy should be kept and verified against your monthly Statement of Account from American Express.

III. Telephone Ordering:

- The merchant is required to provide you with a sales draft on all telephone orders.
- When placing a telephone order, you will be asked to provide your name, card number, expiration date, and delivery address. You should also tell the merchant that your purchase is tax exempt.

IV. <u>Procedures After Purchase</u>:

 At the close of each billing cycle, you will receive a Statement of Account from American Express. The statement will itemize each transaction that was charged to your credit card account.

Upon receipt of the Statement, complete each of the actions listed below:

- 1. Review the credit card statement for accuracy.
- 2. Obtain a blank copy of a Reconciliation Voucher sheet from the Accounting Department. (See Attachment A.)
- 3. Record credit card expenditures by appropriate general ledger account number and amount on the Reconciliation Voucher.
- 4. The total expenses per the Reconciliation Voucher must agree to the total expenditures per the credit card statement.
- 5. Complete the Travel and Meeting expense report, if applicable. (See explanation in Section V below.)

- 6. Attach copies of the sales receipts, credit card statement and Travel and Meeting expense report to the Reconciliation Voucher. Attach all credit vouchers (if applicable) to the Reconciliation Voucher as well.
- 7. The Department Head must sign the Reconciliation Voucher package and forward it to the Finance Department within five working days of receipt of the credit card statement.
- If you are not available to complete and sign your credit card Reconciliation Voucher on a timely basis because of leave or travel, etc. then an employee within your department should be appointed to forward all statements, sales receipts, expense reports and credit vouchers to the Finance Department.

V. <u>Travel and Meeting Documentation</u>:

- All items charged to your credit card for the purpose of Townrelated travel and meetings (including luncheons, dinners, seminars, etc.) must be justified by proper sales receipts and be fully documented on a Travel and Meeting expense report. (See Attachment B.)
- The Travel and Meeting expense report will detail the date, place(s) visited, participants at the meeting, purpose of the meeting and the total amount charged to the credit card.
- Attach the completed Travel and Meeting expense report to the Reconciliation Voucher package.

VI. <u>Disputed Items</u>:

• The cardholder is responsible for reporting/returning unsatisfactory goods or services to the merchant for replacement or refund. If the merchant refuses to remedy the faulty condition, the purchase of the item(s) will be considered to be in dispute. In addition, if charges on your statement are incorrect, your statement is considered to be in dispute.

• A disputed item must be noted on the cardholder's Statement of Account and American Express must be notified immediately. The Town must make full payment of the disputed charge or it will be considered past due. American Express will credit the disputed charge on the following month's statement and will attempt to resolve the dispute.

VII. Lost or Stolen Credit Cards:

- If your credit card is lost or stolen, notify the Director of Purchasing immediately. The appropriate Police Department should be notified depending on the situation (i.e., burglary, etc.).
- Provide the following information to the Director of Purchasing: your complete name, department, credit card number, the date reported to the police (if applicable), and any purchase(s) you made on the day the card was lost or stolen.
- A new card and account number will be issued by American Express. You will not be responsible for paying any fraudulent charges on your account.

VIII. Changes to Cardholder Information:

- Changes to a cardholder's name should be reported to the Director of Purchasing. A new credit card will be issued.
- If you terminate your service with the Town of Fairfield, you must return your credit card to the Director of Purchasing prior to leaving.
- If you change positions and move to another department, you must notify the Director of Purchasing prior to the change.

Memorandum of Agreement

I have read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card. I acknowledge that I have received a credit card to be used for the purpose of making purchases on behalf of the Town of Fairfield. I understand my responsibilities as a cardholder, which include punitive sanctions for misuse of my credit card.

Cardholder Name (Please Print):
Cardholder Signature:
Credit Card Number:
Department:
Date:
₹₩₹₩ ₹
Director of Purchasing Signature:
Date:

Written By: Connie M. Nolfi, Senior Internal Auditor March 14, 2000 The following is a <u>summarization and addendum</u> of the "Memorandum of Understanding" signed by you upon receipt of your municipal American Express Credit Card. Please review the following document and familiarize yourself with your responsibilities as a cardholder, including the punitive sanctions for misuse of your credit card. Please refer to your copy of the "Memorandum of Understanding" for further detail. If you do not have a copy available and would like one, please contact the Town Internal Auditor.

Summarization:

- The credit card must not be used for personal purposes or for items purchased for others that are personal in nature. This includes alcoholic beverages, cash advances, gift certificates, fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc.
- Capital items must not be purchased on the credit card. This includes computers, machinery, equipment and other items with individual costs greater than \$1,000.
- The nature of all purchases made on the credit card must be substantiated at all times and you must be able to validate the official need for the purchase. If you cannot substantiate that the purchase was necessary and for official use, disciplinary action may occur.
- All credit card purchases must be supported by proper supporting documentation. Documentation must be maintained to record the transaction at its source. Documentation must support the legitimate business purpose of all transactions made with the credit card. Supporting documentation includes the following items:
 - Copy of an order form or application when available
 - Packing slip (for goods received) or service report for any service performed by a supplier
 - Cash receipt, sales slip or vendor invoice
- All supporting documentation must be attached to a completed Reconciliation Voucher sheet along with the monthly credit card

- statement. The combination of these documents constitutes a completed Reconciliation Voucher package.
- The Department Head must sign the Reconciliation Voucher package and forward it to the Finance Department within five working days of receipt of the credit card statement.
- All items charged to your credit card for the purpose of Town-related travel and meetings (including luncheons, dinners, seminars, etc.) must be justified by proper sales receipts and be fully documented on a Travel and Meeting expense report.
- The Travel and Meeting expense report will detail the date, place(s) visited, participants at the meeting, purpose of the meeting and the total amount charged to the credit card. This form can be obtained from the Town Finance Department.
- The completed Travel and Meeting expense report must also be attached to the Reconciliation Voucher package submitted to the Finance Department.

Addendum:

- Consequences of misuse of the credit card will include any one or combination of the following remedial actions:
 - Verbal notification of infraction;
 - Written notification of infraction with copies sent to the Chief Elected Official;
 - Card suspension with permanent loss of privileges;
 - Disciplinary action up to and including personal liability and repayment.
- The cost of individual business meals purchased on the credit card are limited to a maximum of \$64 per day plus applicable tax and gratuity as set by the United States Government, General Services Administration per diem rates for Connecticut Fiscal Year 2006. The Town will not pay for alcoholic beverages. Gratuities/tips should not exceed a maximum of 20% of the total restaurant bill.

A breakdown of meals and incidental expenses is as follows:

Total Meals & Incidental Expenses Breakfast	\$64
Lunch	\$12
Dinner	\$18
Incidentals	\$31
incidentals	\$3

• Business meals charged on the credit card are limited to consumption by that individual employee only. Employees are not to charge meals for persons not directly employed by the Town of Fairfield, including interns, volunteers, committee members, vendors, and outside business associates. Special situations that vary from the guidelines should be documented by a brief explanation along with the restaurant/business receipt. This should be submitted to the accounting department along with the completed Reconciliation Voucher sheet. The following is a <u>summarization and addendum</u> of the "Memorandum of Understanding" signed by you upon receipt of your municipal American Express Credit Card. Please review the following document and familiarize yourself with your responsibilities as a cardholder, including the punitive sanctions for misuse of your credit card. Please refer to your copy of the "Memorandum of Understanding" for further detail. If you do not have a copy available and would like one, please contact the Town Internal Auditor.

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Town of Fairfield

Internal Audit Fairfield, Connecticut 06824 (203) 256-3065

To:

All Department Heads

From: Subject:

Connie Nolfi, Town Auditor Travel and Meeting Expenses

Date:

July 25, 2006

PLEASE POST FOR EMPLOYEE REVIEW

The following is a reminder regarding reimbursement for Town Travel and Meeting expenses.

<u>Travel and Meeting Expenses include:</u> Amounts paid to employees as an allowance for the use of privately owned vehicles on Town business. Local and non-local traveling including boarding, lodging, meals, taxi, bus, etc. are included along with payments for expenses incurred in connection with the attendance of meetings, conventions, related materials, etc., as properly authorized and approved by the Department Head.

 All departmental expenditures which encompass travel or meeting expenses <u>must be handled on a Travel and Meeting Report</u>. These can be obtained from the Accounting Department. The Travel and Meeting Report must contain the following information:

Payee name
Department
Dates of travel and/or meetings
Explanation of the expense
Amount of each expense
Total amount due
Signature of Department Head

• All Travel and Meeting Reports submitted to the Accounting Department for reimbursement <u>must be accompanied by proper supporting documentation</u>.

Examples are as follows:

Meals - Must be substantiated by proper restaurant cash register receipt and/or credit card receipt. Alcoholic beverages purchased as a result of Town Travel and Meeting will not be reimbursed.

• The cost of individual business meals are limited to a maximum of \$50 per day plus applicable tax and gratuity (unless designated otherwise per union contract). Gratuities/tips should not exceed a maximum of 18% of the total restaurant bill before tax.

A breakdown of meals and incidental expenses is as follows:

Total Meals:	\$50	
Breakfast	\$10	
Lunch	\$15	
Dinner	\$25	

<u>Lodging</u> - Must be substantiated by proper receipt and credit card receipt. In-room movie rentals will not be reimbursed. Personal long-distance telephone calls made in excess will not be reimbursed.

Bus, Taxi, Airfare, Parking Fees, and Highway Tolls - Must be substantiated by proper receipts and credit card receipt if applicable.

Mileage for Privately Owned Vehicles - Reimbursed at number of miles traveled times rate currently established by the Town of Fairfield. The date of travel, places visited, and mileage of each trip must also be included for each trip taken. The current reimbursement rate for fiscal year 2006-2007 is 40.5 cents per mile (unless designated otherwise per union contract).

<u>Conventions and Seminars</u> - Must be substantiated by a proper receipt and/or credit card receipt or canceled check.

- Entertainment such as shows, movies, plays, etc. attended during Town travel and meeting will not be reimbursed.
- ATM fees incurred will not be reimbursed.
- If a monetary advance is given for Town travel and meeting expenses, then all receipts plus any left over cash comprising the total advance allotted should be handed in to the Accounting Department along with the Travel and Meeting Report.
- All out of state travel must be <u>approved in advance by the First Selectman</u>. Prior approval is obtained by submitting a completed Request for Non-local Travel Form to the First Selectman. These can be obtained from the Accounting Department.
- All Travel and Meeting Reports submitted to the Accounting Department will be <u>reviewed by the Budget Director</u> and are subject to approval prior to payment.

Town of Fairfield

Fairfield, Connecticut 06824

INTERNAL AUDIT

To:

All Departments - PLEASE POST FOR EMPLOYEE REVIEW

From:

Connie Nolfi, Town Auditor

Subject:

Town Travel and Meeting Policies and Procedures

Date:

June 27, 2006

Attached please find the updated Policies and Procedures for Town Travel and Meeting. Please review the document and become familiar with the proper procedures required when submitting travel and meeting vouchers to the Accounting Department for reimbursement.

If you have any questions, please feel free to call the Connie Nolfi, Internal Auditor at x3065.

TOWN OF FAIRFIELD

TOWN TRAVEL AND MEETING POLICIES AND PROCEDURES

Internal Audit Division April 27, 2006

PURPOSE

Town-wide travel and meeting policies and procedures have been designed to:

- Ensure that employee Travel and Meeting Reports submitted to the Accounting Department are properly completed and include proper supporting documentation.
- Increase internal accounting controls over employee requests for reimbursement. This ensures that all reimbursements are made for valid and approved business-related expenses.
- Establish continuity among all employee Travel and Meeting Reports submitted for reimbursement.

TRAVEL AND MEETING REPORTS

• All employee requests for reimbursement for travel or meeting expenses must be handled on a Travel and Meeting Report. These can be obtained from the Accounting Department. The Travel and Meeting Report must contain the following information:

Employee Name
Department
Date(s) of Travel/Meetings
Place visited
Amount of each expense
Explanation of expense
Total amount due
Signature of department head designating approval and authorization

- All Travel and Meeting Reports submitted to the Accounting Department for reimbursement must be accompanied by proper supporting documentation.
- All Travel and Meeting Reports submitted to the Accounting Department will be reviewed by the Budget Director and are subject to approval prior to payment.
- A Travel and Meeting Report is included in Appendix "A".

MILEAGE ON PRIVATELY OWNED VEHICLES

- Mileage incurred on privately owned vehicles will be reimbursed only if it is directly related to Town business. The mileage allowance is calculated as the total number of business related miles multiplied by the current rate allowed by the Internal Revenue Service. As of July 1, 2005, the current reimbursement rate is 40.5 cents per mile.
- All requests for reimbursement for mileage must be submitted to the Accounting Department on a Travel and Meeting Report.

Note: The I.R.S. reimbursement amount of 40.5 cents per mile includes the cost of gasoline, motor oil consumption and depreciation on your vehicle. Therefore, requests for reimbursement for motor oil, air filters, oil filters, etc. are not to be submitted to the Accounting Department since they will not be processed for payment.

LOCAL TRAVEL AND MEETING EXPENSES

- Local travel and meeting expenses incurred such as lodging, meals, taxi, parking fees, airfare, seminar fees, etc. will be reimbursed if they are a direct result of Town-related meetings, conventions and seminars.
- The term "local" designates all Town business travel/meetings occurring within the state of Connecticut.
- All reimbursement requests for local travel must be submitted to the Accounting Department on a Travel and Meeting Report along with proper supporting documentation.

NON-LOCAL TRAVEL AND MEETING EXPENSES

- Non-Local travel and meeting expenses incurred such as lodging, meals, taxi, parking fees, airfare, seminar fees, etc. will be reimbursed if they are a direct result of the attendance of Town-related meetings, conventions and seminars.
- The term "non-local" designates all business travel/meetings occurring outside the state of Connecticut.

- All out of state travel must be approved in advance by the First Selectman.
 Prior approval is obtained by submitting a completed Request For Non-local
 Travel Form to the First Selectman. The Form describes the dates of travel,
 reason for travel and estimated costs. Once approved, the Form should be
 attached to your Travel and Meeting Report along with supporting
 documentation as explained below.
- All reimbursement requests for non-local travel must be submitted to the Accounting Department on a Travel and Meeting Report along with proper supporting documentation.
- A Request for Non-Local Travel Form is included in Appendix "B".

MEALS AND INCIDENTAL EXPENSES

- The cost of individual business meals are limited to a maximum of \$64 per day plus applicable tax and gratuity as set by the United States Government, General Services Administration per diem rates for Connecticut Fiscal Year 2006. The Town will not pay for alcoholic beverages. Gratuities/tips should not exceed a maximum of 18% of the total restaurant bill before tax.
- Alcoholic beverages purchased as a result of Town Travel and Meeting will not be reimbursed.

A breakdown of meals and incidental expenses is as follows:

Total Meals & Incidental Expenses	\$64
Breakfast	\$12
Lunch	\$18
Dinner	\$31
Incidentals	\$3

Business meals are limited to consumption by that individual employee only. Employees are not to charge meals for persons not directly employed by the Town of Fairfield, including interns, volunteers, committee members, vendors, and outside business associates. Special situations that vary from the guidelines should be documented by a brief explanation along with the restaurant/business receipt.

- Meal expenses incurred will be reimbursed only if they are a direct result of the attendance of Town-related meetings, conventions and seminars.
- ATM fees incurred will not be reimbursed.

SUPPORTING DOCUMENTATION

- Travel and Meeting Reports which are not substantiated by proper supporting documentation will not be processed for payment by the Accounting Department.
- Supporting documentation for the following travel and meeting expenses are:
- Meals Must be substantiated by proper restaurant cash register receipt. Alcoholic beverages purchased as a result of Town travel and meeting will not be reimbursed.
- <u>Lodging</u> Must be substantiated by proper lodging house receipt and credit card receipt. In-room movie rentals will not be reimbursed. Personal long distance phone calls made in excess will not be reimbursed.
- Bus, Taxi, Airfare, Parking Fees, Highway Tolls, etc. Must be substantiated by proper receipts.
- <u>Conventions and Seminars</u> Must be substantiated by a proper receipt and and/or credit card receipt or canceled check.
- Personal entertainment such as shows, movies, plays, etc. attended during Town travel and meeting will not be reimbursed.

MONETARY ADVANCES

- Monetary advances for Town travel/meeting may be obtained by submitting a completed Internal Voucher to the Accounting Department.
- Internal Vouchers must contain:
 Payee Name
 Date
 Account Number

Amount of advance required

Description/explanation for advance monies

Signature of department head designating approval and authorization

- If monies are given in advance for Town travel and meeting expenses, then all receipts plus any left over cash comprising the total advance allotted should be handed in to the Accounting Department along with the completed Travel and Meeting Report.
- An Internal Voucher is included in Appendix "C".

TOWN OF FAIRFIELD

REQUEST FOR NON-LOCAL TRAVEL FORM

Employee Name:	E
Department:	
Department,	*
Reason For Travel:	
	1
Dates of Travel:	
Estimated Cost:	
	(Monies must be available in your department's Travel and
	Meeting account.)
40 M M M M M M M M M M M M M M M M M M M	
Approved By First S	electman:
Tippiorus 25 Titot o	
Date of Approval:	

This completed and approved form must accompany your Travel and Meeting Report when submitted to Accounting for reimbursement.

APPENDIX "A"

APPENDIX "B"

APPENDIX "C"

From: Holland, Twig

Sent: Tuesday, October 26, 2010 2:41 PM

To: Flatto, Ken

Subject: Food at meetings

Ken,

Before the issue comes up again, can you clarify / confirm the policy on providing food for building committee and/or other night meetings? You and I discussed this after I ordered sandwiches (at the committee's request) for a six-hour meeting to select an architect at a Fairfield Woods building committee meeting, and you determined food was not to be supplied at the Town's cost for meetings - especially since many meetings are lengthy. Since then, the building committee chair and/or me and/or committee members have contributed out-of-pocket for any food supplied during the meeting to ensure there is no cost to the town.

Is my understanding correct? If so, does it apply to all departments? How about the

Thanks for clarifying - twig

Twig Holland, C.P.M. Director of Purchasing Town of Fairfield 203-256-3060

From: Flatto, Ken

Sent: Tuesday, October 26, 2010 3:43 PM

To: Department Heads

Holland, Twig; Hiller, Paul; Bosse, Caitlin; Lang, Linda; Title, David Subject: RE: Food at Meetings

Correct in general. If there is a special exception for a truly one shot very long meeting of a Board or Commission that requires them to work through a meal time or something that is a one shot special situation where we are asking people or volunteers to work well beyond the norm, it is ok for a manager to have the discretion to offer some small limited amount of food and get reimbursed, but we should not have food paid for by taxpayers for the meals of volunteers or employees at work meetings in general on any kind of basis except for those very unusual rare justified situations. If anyone feels there is a specific unusual situation, such as the one Twig asked about, it is certainly ok as an exception to provide limited sandwiches and juice/soda as a per diem such as one would have if they were required out of town on required business for example.

Twig, the problem is some committee's started feeling as though they would seek this more often as opposed to once in a blue moon. They could have always scheduled a six hour meeting to start at 4:00 and go late as some Boards do and take a 45 minute recess at dinner time for them to go out and get some food.

If you hear of any other Boards or managers ordering food without a good reason, please let Paul or I know so we can contact them to say that has to be a personally

Linda, if somehow you are getting invoices for food from any department, please let

Thanks, Ken

Town of Fairfield Procurement (Credit) Card Program

444

CARDHOLDER MEMORANDUM OF AGREEMENT

I have read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card. I acknowledge that I have received a credit card to be used for the purpose of making purchases on behalf of the Town of Fairfield. I understand my responsibilities as a cardholder, which include punitive sanctions for misuse of my credit card.

Cardholder Name (Please Print):	
Cardholder Signature:	
Department:	
Credit Card Number Issued – Last Four Digits:	
Date:	

~ A COPY OF THIS SIGNED LAST PAGE WILL BE RETAINED IN THE TOWN PURCHASING DEPARTMENT AS CREDIT CARD ADMINISTRATOR ~

Updated: 4/4/20

includes alcoholic beverages, cash advances, gift certificates, fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc.

- You must comply with Federal, State and Town Ordinances, Charter provisions, regulations, policies and procedures.
- Purchases must not be split to avoid Town bidding requirements.
- Capital items must not be purchased on the credit card. This includes computers, machinery, equipment and other items with individual costs greater than \$1,000.
- Use of the credit card is not intended to replace effective procurement planning which enable volume discounts.
- The nature of all purchases must be substantiated at all times and you must be able to validate the official need for the purchase. If you cannot substantiate whether the purchase was necessary and for official Town use, disciplinary action may occur.
- Consequences of misuse of the credit card may include any one or combination of the following remedial actions:
 - Verbal notification of infraction;
 - Written notification of infraction with copies sent to the Chief Elected Official;
 - Card suspension with permanent loss of privileges;
 - Disciplinary action up to and including personal liability and repayment.
- Questions concerning procurement regulations should be directed to the Director of Purchasing.

II. Prudent Judgement for Purchases

Employees must use prudent judgement whenever using the Town credit card for department purchases. Department Heads must do their best to limit the use of their credit card and have department required purchases initiated by the person most knowledgeable about the expenditure.

III. <u>Purchasing Procedures at Merchant's Site, Telephone Order or Internet:</u>

- You may use your credit card at any merchant that accepts American Express credit cards for payment of purchases.
- Notify the merchant that the purchase is for the Town of Fairfield and that it is <u>exempt from state sales tax</u>. The vendor may ask you to provide a Cert 134 form (for commodities) and Department of Revenue Services Statement of Tax Exempt Status. Meals and lodging use the Cert-112. These forms may be obtained from the Purchasing Department.
- Obtain a sales receipt for all purchases.
- Obtain and retain your sales receipts for verification and reconciliation to your monthly Statement of Account from American Express.
- Whenever possible <u>use the free shipping option</u> if it is available to you.
- Consult with Purchasing to ensure that you are using preapproved local order vendors when making purchases.

IV. Procedures After Purchase:

• At the close of each billing cycle, you will receive a Statement of Account from American Express. The statement will itemize each transaction charged to your credit card account.

Upon receipt of the Statement, complete each of the actions listed below:

- 1. Compare your receipts to the monthly Statement of Account from American Express for accuracy.
- 2. Obtain a blank copy of a Reconciliation Voucher sheet from the Finance Department. (Attached)
- 3. Record credit card expenditures by appropriate general ledger account number and amount on the Reconciliation Voucher.
- 4. Attach copies of the sales receipts and monthly Statement of Account from American Express to the Reconciliation Voucher. Attach all credit vouchers (if applicable) to the Reconciliation Voucher.
- 5. The total expenses recorded per the Reconciliation Voucher must agree to the total expenditures per the monthly Statement of Account from American Express.
- 6. A minimum of the following two signatures are required on the Reconciliation Voucher:

You - The Cardholder

Immediate Supervisor (if applicable)

Department Head

The Department Head must <u>ALWAYS</u> sign the Reconciliation Voucher designating approval. If the cardholder is the Department Head, then the signature of the Chief Fiscal Officer must be obtained designating review and approval.

7. Forward the Reconciliation Voucher and receipts to the Finance Department <u>within five working days</u> of receipt of the monthly Statement of Account from American Express.

V. <u>Travel and Meeting Documentation</u>:

- All items charged to your credit card for the purpose of Town-related travel and meetings (including luncheons, dinners, seminars, etc.) must be justified by proper sales receipts and <u>be fully documented on a Travel and Meeting expense report</u>.
- The Travel and Meeting expense report will detail the date, place(s) visited, participants at the meeting, purpose of the meeting and the total amount charged to the credit card.
- It is imperative that all Travel and Meeting charges be for <u>Town</u> <u>business related purposes only.</u>

Town of Fairfield Credit Card Policy

Memorandum of Understanding

Between:	
5	Employee Name (Cardholder)
And:	
	Director of Purchasing (Credit Card Administrator)

The purpose of this memorandum of understanding is to summarize the policies and procedures, responsibilities and limitations associated with the use of the Town's procurement (credit) card; to acknowledge that you understand your responsibilities as a cardholder, including punitive sanctions for misuse of your credit card.

The card is issued to you as a delegation of authority to make purchases on behalf of the Town, as a tool to consolidate payables, shorten lead-time and reduce administrative costs.

I. General Policies:

• The unique credit card that you will receive has your name embossed on it. No member of your staff, your family, your supervisor or anyone else may use this card. It is the cardholder's responsibility to safeguard the credit card and account number at all times. Misuse of your card will be considered a violation of trust and may require that the card be withdrawn with subsequent disciplinary action.

THE CREDIT CARD IS NOT BE USED FOR PERSONAL PURCHASES:

 The credit card must not be used for personal purposes or for items purchased for others that are personal in nature. This

Meals Charged on the Credit Card:

- Meals charged on the credit card are limited to consumption by that individual employee only and should directly relate to specific Town business or meeting. Employees must not charge meals for persons not directly employed by the Town of Fairfield, including interns, volunteers, committee members, vendors, and outside business associates.
- Business Meals During Meetings: The meeting should be have a clear, reasonable, specific business purpose and agenda.
- Be a direct expense that is necessary in order to conduct Town business.
- All meals purchased shall be reported on the Travel and Meeting expense report and shall detail the date, name of food establishment, business purpose for the meal and the total amount charged to the credit card.

VII. <u>Disputed Items</u>:

- The cardholder is responsible for reporting/returning unsatisfactory goods or services to the merchant for replacement or refund. If the merchant refuses to remedy the faulty condition, the purchase of the item(s) will be considered to be in dispute.
- If charges on your statement are deemed incorrect then your statement is considered to be in dispute. A disputed item must be noted on the cardholder's Statement of Account and American Express must be notified immediately. The Town will make full payment of the disputed charge and American Express will credit the disputed charge on the following month's statement.

VIII. <u>Lost or Stolen Credit Cards</u>:

• If your credit card is lost or stolen, notify the Director of Purchasing immediately. If appropriate, the Police Department will be notified depending on the situation (i.e., burglary, etc.).

- Provide the following information to the Director of Purchasing: your complete name, department, credit card number, the date reported to the police (if applicable), and any purchase(s) you made on the day the card was lost or stolen.
- American Express will issue a new card and account number.
 You will not be responsible for paying any fraudulent charges on your account.

IX. Changes to Cardholder Information:

- Changes to a cardholder's name should be reported to the Director of Purchasing. A new credit card will be issued.
- If you terminate your service with the Town of Fairfield, you must return your credit card to the Director of Purchasing prior to leaving.
- If you move to job position in another department, you must notify the Director of Purchasing prior to the change.

Town of Fairfield Internal Audit Report Fiscal Year 2020 January 1 through May 31, 2020

Submitted by: Connie M. Saxl, Internal Auditor 6/1/2020

Internal Audits

Credit Card Expenditure Audit Credit Card Survey – All Town Departments Food License Revenue Audit Fat, Oil, Grease Permit Revenue Audit Solar Panel Savings Audit

Development of Town-Wide Policies

Policy & Procedures for the Procurement of Professional Services (Draft)

Financial/Accounting/Other

General Fund Monthly Bank reconciliations

Recreation Department Monthly Bank Reconciliations

Tracking of Town Fleet by employee use, annual mileage driven per vehicle and condition of vehicle

Municipal Survey – Pension Board and related pension investment information for comparable Aaa municipalities

Monitor Lease Payments & Monthly Invoicing to Past Due Lessees

Tracking of Legal services expense by Attorney and Category

Municipal Survey -Town and Board of Education FY20 budgets for comparable Aaa Municipalities

Non-Recurring Capital - Preparation of department requests with 14 points, supporting schedules and bond resolutions

Set-up procedures for tracking and depositing online mooring revenue payments (Southport Harbor)

Verify accuracy of software calculation of Building permit fees charged based on cost per building project

Track departmental expenses related to COVID-19

Begin application process for disaster relief with FEMA for Town and Board of Education expenditures related to COVID-19 Track actual expenditures by department and gather associated backup documentation for quarter ended March 31 for

FEMA reimbursement

Prepare income statement for Fairfield Theatre Company

Update monthly cash flow statements for Town Employees and Fire and Police Pension Plans

Track costs for fill pile remediation by vendor

Assist with grant application for FairTV

Pension Investments - Process Monthly Invoices

Prepare daily bank deposits and associated deposit transmittals for revenue received by the Finance Department

Assist external auditor with independent DPW audit

Update Town organizational chart

FOI Requests - Fulfillment

Town of Fairfield

Fairfield, Connecticut 06824

INTERNAL AUDIT

(203) 256-2919 Office (203) 256-3080 Fax

To:

Gerald Foley, Director of Purchasing

From:

Connie M. Saxl, Internal Auditor

Subject:

Audit: Employee Credit Card Expenditures

Date:

February 5, 2020

Cc:

Caitlin T. Bosse, Interim Chief Fiscal Officer



The Internal Audit Department has completed an examination of employee credit card expenditures for the eight-month period covering March 2019 through October 2019.

The scope of the audit comprised examinations of:

- Monthly American Express credit card statements
- Employee Reconciliation Voucher Packages including receipts supporting credit card purchases

The <u>purpose</u> of the audit was to study and evaluate internal controls surrounding employee credit card purchases and to determine that:

- Purchases are bona fide and for authorized purposes
- Goods ordered by employees are reasonable
- Cardholder purchases are substantiated by appropriate supporting documentation (i.e., customer receipts, sales slips, etc.)
- Purchases are reviewed and approved by an independent authority

 Weaknesses among the internal accounting control structure are identified and disclosed and to provide recommendations on areas of improvement relating to efficiency and effectiveness.

STATEMENT OF AUDITING STANDARDS

The audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit be planned and performed in order to afford a reasonable basis for judgments and conclusions regarding the organization, program, activity, or function under audit. An audit also includes assessments of applicable internal controls and compliance with requirements of laws and regulations when necessary to satisfy audit objectives.

INTERNAL CONTROL DEFINED

Internal control encompasses all the steps and actions developed by management to ensure efficient and effective organizational operations. It consists of all methods used within an organization to safeguard assets, promote the accuracy and reliability of its accounting data and records, promote operational efficiency and encourage compliance with all policies and procedures prescribed by management.

BACKGROUND

109 Town and Board of Education employees possessed municipal credit cards as of October 31, 2019 comprising 19% of total Town employees and to 2% of total Board of Education employees.

	Cardholders	Employees	%
Town	86	458	19%
Board of Education	23	1,463	2%
Total	109	1,921	

The average monthly credit card billing for purchases made by these cardholders during fiscal year 2019 was \$64,163.

July 2018	\$ 107,692.62
August 2018	\$ 95,122.95
September 2018	\$ 74,907.11
October 2018	\$ 60,779.64
November 2018	\$ 51,125.64
December 2018	\$ 57,571.18
January 2019	\$ 44,568.93
February 2019	\$ 57,569.93
March 2019	\$ 59,977.73
April 2019	\$ 57,691.48
May 2019	\$ 48,704.11
June 2019	\$ 54,240.60
Total Purchases	\$ 769,951.92

Note: Finance only receives backup for Town cardholders only. The audit encompassed review of expenditures for Town cardholders only and not Board of Education usage.

Audit findings and recommendations are as follows:

FINDING # 1

An independent person (other than the supervisor of the cardholder) does not review employee credit card expenditures.

RECOMMENDATION #1

Management should assign an employee (non-cardholder) to review all cardholder Reconciliation Voucher packages. The reviewer should ensure that all cardholder purchases are substantiated by proper supporting documentation and that the expenditures are reasonable and comply with Federal, State and Town Ordinances, Charter provisions, regulations, policies and procedures.

The assigned credit card reviewer should have the responsibility of notifying employees when they do not comply with the requirements outlined above.

FINDING # 2

Cardholders and the supervisors who approve the purchases are not provided with training on proper credit card usage or the parameters surrounding credit card purchases.

RECOMMENDATION #2

It is recommended that annual training be provided to all cardholders and their supervisors. Policies, procedures and the parameters surrounding credit card purchases should be outlined to cardholders including:

- Detail of acceptable and non-acceptable purchases.
- Listing of approved vendors for departmental purchases.
- Requirements surrounding the preparation and submittal of the Reconciliation Voucher package to Finance.

FINDING # 3

Cardholders are not submitting their Reconciliation Voucher packages to Finance on a timely basis.

RECOMMENDATION #3

Cardholders should be reminded to submit their Reconciliation Voucher package to the Finance Department on a timely basis for processing. Currently, the Finance clerk calls individual cardholders who fail to abide by this policy requirement each month to remind them to hand in their documents on time. This results in an inefficient use of employee time and delays the processing of the expense in the general ledger.

FINDING #4

Cardholders are not always submitting all receipts with their Reconciliation Voucher packages to Finance.

RECOMMENDATION #4

Cardholders should be reminded to attach all supporting documentation corroborating their credit card purchases to the Reconciliation Voucher package. Backup documentation supports that the cardholder indeed made the purchase and often times provides detailed information about the purchase such as the description of the item(s) purchased and the number of unit(s) purchased.

It is recommended that a "Missing Receipt Form" be utilized in those cases where cardholders lose their receipts. This form will document the description of what was purchased as well as the review and authorization signature from the supervisor. This will provide proper substantiation for all cardholder purchases where receipts are not present. Internal audit has prepared a "Missing Receipt Form" for cardholder use. (See attached.)

FINDING #5

Cardholders are not always using Town preapproved vendors for purchases.

RECOMMENDATION #5

The Purchasing Department should encourage cardholders to utilize Town preapproved vendors in order to obtain special discounted pricing. Furthermore, the Purchasing Department should compile and distribute a list of pre-approved vendors to Town departments on a regular basis for employee use. The list should also be maintained for employee use on the Town shared drive.

FINDING # 6

<u>Cardholders are purchasing gasoline at local service stations for</u>
Town vehicles.

RECOMMENDATION #6

Cardholders should be encouraged to fill Town vehicles at the Town supplied gas pumps instead of utilizing local gas stations. The Town maintains two gas pumps specifically for Town vehicle use and the Town obtains special pricing for gasoline at \$2.00 per gallon.

Employees who use their personal vehicles for Town business shall not charge gasoline on the Town credit card. Instead, these employees are reimbursed at a flat rate per mile in accordance with IRS guidelines on a Travel and Meeting report submitted to Finance.

FINDING # 7

The Reconciliation Voucher Sheet does not include brief descriptions of what the cardholder purchased.

RECOMMENDATION #7

The Reconciliation Voucher sheet should be updated to include brief descriptions of types of purchases made since many receipts do not provide detail of the item(s) purchased. This will allow the credit card reviewer and other parties to determine what the cardholder is actually purchasing and will provide greater accountability of purchases made by cardholders. Internal audit has prepared a revised American Express Reconciliation Voucher sheet for cardholder use. (See attached.)

FINDING #8

Cardholders are paying state sales tax on purchases.

RECOMMENDATION #8

Cardholders should be informed that all Town purchases are exempt from state sales tax. Cardholders need to notify the merchant that their purchase is made for a tax-exempt municipality. The Town tax identification number is provided below. (See attached for forms.)

Town Federal Tax ID number: 06-6001998 Cert-134 – Exempt Purchase by Qualifying Governmental Agencies

Cert-112 - Exempt Purchases of Meals or Lodging by Exempt Entities

FINDING #9

Cardholders are purchasing meals but are not submitting a Travel and Meeting form to substantiate the business purpose of the meal.

RECOMMENDATION #9

Cardholders must complete a Travel and Meeting form to document the reason for the business meal and attach it to the Reconciliation Voucher. This will provide documentation to substantiate that the meeting was for Town business purposes.

Furthermore, acceptable business-related meals should be clearly explained to cardholders outlining acceptable and appropriate types of expenditures.

FINDING # 10

Cardholders are not attaching a copy of the Request for Non-Local

Travel form to substantiate that out-of-state travel was
preapproved by the First Selectwoman per Town policy.

RECOMMENDATION # 10

The "Request for Non-Local Travel" form must be attached to the monthly Reconciliation Voucher package to support that the First Selectwoman preapproved the travel. A copy of the form should be attached to the reconciliation voucher to support that the charges were preapproved. (See attached.)

FINDING #11

Cardholders are making information technology purchases without obtaining pre-approval by the Information Technology Department per Town policy.

RECOMMENDATION #11

Cardholders must be provided with the Town policy governing all purchases pertaining to information technology. Cardholders must be instructed to abide by this Town policy prior to making any purchase on the Town credit card pertaining to information technology. (See attached.)

FINDING # 12

Cardholders are making purchases through Amazon and are paying shipping fees.

RECOMMENDATION # 12

Cardholders should be encouraged to use the free shipping option whenever making purchases through Amazon.

FINDING # 13

The list of credit cardholders has not been reviewed by management (other than the purchasing authority) to determine whether the number of cards issued is excessive or if the cards are necessary.

RECOMMENDATION # 13

Town management in conjunction with Department Heads should review the list of cardholders and determine if the current number of credit cards issued to employees can possibly be reduced. Credit cards should only be issued to employees based upon department need and to facilitate purchases in order to efficiently run daily departmental operations. This procedure should be performed on an annual basis.

FINDING # 14

Consequences for violating Town credit card policy is not enforced.

RECOMMENDATION # 14

Town management should enforce consequences to cardholders who violate the Town credit card policy. However, management must first assign a person to review the monthly credit card reconciliation voucher packages. This person shall be responsible for reporting violations of the credit card policy to management. It is recommended that violators of the credit card policy be given a written warning for their first violation. A second violation within a six-month period should result in suspension of the Town credit card.

Internal Audit has written and included the following documents for Town use (Attached):

- Employee Request for a Town Credit Card
 Procurement (Credit) Card Program Memorandum of Understanding
 - *****

CLOSING REMARKS

The audit recommendations included within this report are made in an effort to establish new and strengthen existing internal controls over all municipal credit card purchases. I will be glad to assist with the implementation of any of the recommendations made within this report. Thank you.

AUDITEE RESPONSE

<u>Audit Recommendation #1</u>: Purchasing will work with Finance to establish an appropriate independent person to review credit card expenditures.

<u>Audit Recommendation #2</u>: Purchasing will work with Finance to periodically train employees in the proper use of Town credit cards including the parameters surrounding their use.

<u>Audit Recommendation #3</u>: Purchasing will notify employees to submit their monthly Reconciliation Voucher Packages to Finance on timely basis or they will be subject to penalties.

<u>Audit Recommendation #4</u>: Purchasing will notify employees to submit all receipts for credit card purchases with their monthly Reconciliation Voucher Packages or they will be subject to penalties.

<u>Audit Recommendation #5</u>: Purchasing will compile and distribute a list of preapproved vendors for employees to use for department purchases.

<u>Audit Recommendation #6</u>: Purchasing will instruct employees to either use the Town provided gas pumps or submit mileage reimbursement whenever their personal vehicles are used.

<u>Audit Recommendation #7</u>: Purchasing will let employees that the reconciliation voucher form has been updated; and Purchasing will instruct employees to submit a brief description of the item purchased utilizing the new reconciliation voucher form.

<u>Audit Recommendation #8</u>: Purchasing will instruct employees that the Town is exempt from sales tax and we will assist cardholders in completing the proper forms when necessary in order to avoid the payment of sales tax. <u>Audit Recommendation #9</u>: Purchasing will instruct employees to use the Travel and Meeting form to substantiate the business purpose of the meeting.

<u>Audit Recommendation #10</u>: Purchasing will instruct employees to use the Request for Non-Local travel form and attach it to the monthly Reconciliation Voucher package.

<u>Audit Recommendation #11</u>: Purchasing will provide the Town policy governing information technology purchases to credit cardholders and instruct them to abide by Town policy.

<u>Audit Recommendation #12</u>: Purchasing will instruct employees to use the free shipping option when making purchases with Amazon.

<u>Audit Recommendation #13</u>: Purchasing has already worked with Internal Audit and has reviewed the number of outstanding credit cards. Twelve credit cards have been eliminated as a result. This process will be performed on an annual basis.

Audit Recommendation #14: Purchasing will work with Finance to establish a policy and procedure for applying penalties to credit cardholders who do not abide by the Credit Card Policies and Procedures.

TOWN OF FAIRFIELD - OFFICE OF INTERNAL AUDIT CONNIE M. SAXL, INTERNAL AUDITOR 1/25/2021

STATUS OF AUDIT RECOMMENDATIONS - FISCAL YEAR 2020

STATUS OF AUDIT RECOMMENDATION:
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<u>Library - Audit of Revolving and Restricted Fund Revenue and Expenditures (11/19)</u>	MGMT. RESPONSE	INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS
Audit Recommendation #1: Bank deposits must be performed on a daily basis for all cash	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020
collections exceeding the sum of \$250 per Town policy.		
W.		
Audit Recommendation #2: Prepare a detailed spreadsheet of revolving fund expenditures on	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020
a monthly basis for outside party review.		

Library - Audit of Library Endowment Funds (11/19)	MGMT. RESPONSE	INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS
Audit Recommendation #1:		.
1. Library Board of Trustees should create an investment policy.	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020
2. Copies of monthly investment statements should be submitted to Finance.	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020
3. A custodian should be employed for the administration and management of the	AGREED & COMPLIED	DEPT. COMPLIED - DECEMBER 2020
investments.		
4. The investment advisor should provide a professional report to the Board on a regular	AGREED & COMPLIED	DEPT. COMPLIED - DECEMBER 2020
basis.		
5. A minimum of two different signatories should be required for any trade or disbursement	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020
from the funds.		
6. Detail of trades and disbursements from the funds should be provided to the Board on a	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020
monthly basis.	847	
7. The Endowment Funds and Savings Account should be reported as a Special Revenue Fund	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020
on the Town financial statements.		
8. The Endowment Funds and Savings Account should be recorded on the Town general	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020
ledger accounting system.	S#F 59	
	•	
Audit Recommendation #2: An overpayment made by the Board toward a repayment of a	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020
general obligation bond in 2019 should be applied toward fiscal year 2020.		

AUDIT PERFORMED AND RECAP OF AUDIT RECOMMENDATIONS:

TIOUT TELLITORING TO THE TIOUT	<u> </u>	
Tax Collector - Audit of Revenue Collections (12/19)	MGMT. RESPONSE	INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS
Audit Recommendation #1: The tax office should submit documentation to the Finance	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020
Department (Accounts Payable) designating that the "Request for Refund of Property Taxes"		,a:
forms were approved by the Board of Selectmen prior to payment.	37	
Johns were approved by the bourd of selectmen prior to payment.		
		*
Audit Recommendation #2: The Department Head should physically sign each "Deposit	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020
Transmittal" sheet instead of using ink stamps.		6
Audit Recommendation #3: The Department Head should place their signature next to the	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020
grand total dollar amount voided on the "Posted Batch Report by Sequence Number"		
designating review and approval.		
designating review and approval.		
	1.55555 5 001.401.55	
Audit Recommendation #4: A trained security professional should inspect the current security	AGREED & COMPLIED	DEPT. COMPLIED - APRIL 2020 - The Town of Fairfield Police
surveillance system in the Tax Collector's office to ensure that it is functioning properly.		Department has conducted a security analysis of the Tax
		Office and Old Town Hall. The Director of IT has also
		inspected the current surveillance system and ensures that it
		is functioning properly
Employee Credit Card Expenditures Audit (2/20)	MGMT. RESPONSE	INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS
Audit Recommendation #1: Management should assign an employee (non-cardholder) to	AGREED & COMPLIED	DEPT. COMPLIED - FEBRUARY 2020 - Purchasing will review
review all cardholder Reconciliation Voucher packages.		employee credit card purchases on a monthly basis for overall
	E 3	reasonableness of expenditure.
Audit Recommendation #2: Annual training should be provided to all cardholders and their	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2021 -The credit card policy was
supervisors. Policies, procedures and the parameters surrounding credit card purchases	•	redistributed to each cardholder. Cardholders were required
including detail of acceptable and non-acceptable purchases, listing of approved vendors,		to return a memorandum of understanding that they have
requirements surrounding the preparation and submittal of Reconciliation Voucher packages	* .	read and understood the credit card policies and will comply
to Finance should be incorporated as part of the employee training.	15.8.	with its terms and conditions. Internal Audit provided
		cardholders with a top ten list of most important points within
	4	the policy for card members to abide by. Cardholders were
		notified that strict penalties will be applied if they are found
		to be in non-compliance.
		*
Audit Recommendation #3: Cardholders should be reminded to submit their Reconciliation	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2021
Voucher package to the Finance Department on a timely basis for processing. Currently, the		12.
Finance clerk calls individual cardholders who fail to abide by this policy requirement each		
month to remind them to hand in their documents on time.	¥	
month to remind them to hand in their documents on time.		
2		

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AUDII PERFURIVIEU	MIND RECAL	UFAUUIII	LCCIVIIVILIVEATIONS.

AUDIT FERFORING AND RECAP OF AUDIT RECOMMENDATIONS.	STATUS OF AUDIT RECUISINE	NDATION.
Employee Credit Card Expenditures Audit (2/20) - CONTINUED	MGMT. RESPONSE	INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS
Audit Recommendation #4: Cardholders should be reminded to attach all supporting	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2021
documentation corroborating their credit card purchases to the Reconciliation Voucher		u ^{r®}
package.	58.1	
Audit Recommendation #5: The Purchasing Department should encourage cardholders to	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2021
utilize Town preapproved vendors in order to obtain special discounted pricing. Furthermore,		
the Purchasing Department should compile and distribute a list of pre-approved vendors to		
Town departments on a regular basis for employee use. The list should also be maintained		
for employee use on the Town shared drive.		
Joi employee use on the rown shared arive.		
,		
Audit Recommendation #6: Cardholders should be encouraged to fill Town vehicles at the	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2021
_ ·	AGREED & CONPLIED	DEPT. COMPLIED - JANUARY 2021
Town supplied gas pumps instead of utilizing local gas stations.		e " = "
Audit Recommendation #7: The Reconciliation Voucher sheet should be updated to include	NOT DEEMED NECESSARY -	N/A - SEE DEPT. RESPONSE - JANUARY 2021
brief descriptions of types of purchases made since many receipts do not provide detail of the		NYA - SEE DEPT. RESPONSE - JANUARY 2021
item(s) purchased.	- P	≥ <u>≥</u> × 1 × 8
item(s) purchasea.	determined that the dual	•
	review of both the	8
	Department Head and	
	Purchasing department of	
	monthly credit card	
	purchases made by	· ·
	cardholders was sufficient	
392	to warrant the	
8 × 78	appropriateness and	
	validity of those	. *
	expenditures.	
		And the second s
	080 (F) (5	
Audit Recommendation #8: Cardholders should be informed that all Town purchases are	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2021
exempt from state sales tax.		
	Je .	9
Audit Recommendation #9: Cardholders must complete a Travel and Meeting form to	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2021
document the reason for the business meal and attach it to the Reconciliation Voucher.	* 45	* •

AUDIT PERFORMED AND RECAP OF AUDIT RECOMMENDATIONS:

Employee Credit Card Expenditures Audit (2/20) - CONTINUED	MGMT. RESPONSE	INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS
Audit Recommendation #10: The "Request for Non-Local Travel" form must be attached to the monthly Reconciliation Voucher package to support that the First Selectwoman preapproved the travel.	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2021
Audit Recommendation #11: Cardholders must be provided with the Town policy governing all purchases pertaining to information technology.	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2021
Audit Recommendation #12: Cardholders should be encouraged to use the free shipping option whenever making purchases through Amazon.	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2021
Audit Recommendation #13: Town management in conjunction with Department Heads should review the list of cardholders and determine if the current number of credit cards issued to employees can possibly be reduced.	AGREED & COMPLIED	DEPT. COMPLIED - JUNE 2020 - Purchasing worked with Internal Audit and has reviewed the number of outstanding credit cards. Twelve credit cards have been eliminated as a result. This process will be performed on an annual basis.
Audit Recommendation #14: Town management should enforce consequences to cardholders who violate the Town credit card policy.	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2021 - Internal Audit met with the Chief Administrative Officer and the Interim Chief Fiscal Officer and it was agreed that strict penalties will be applied to cardholders who do not comply with Town policies and procedures.
Employee Credit Card Survey (3/20)	MCMT DECDONCE	INTERNAL AUDIT FOU OWN UP DATE & COMMENTS
Audit Recommendation #1: The three credit cards issued to employees who are no longer employed should be immediately cancelled with American Express. Human Resources should coordinate with the Purchasing Department and establish a policy and procedure for cancelling credit cards at the time of employee termination/separation.	MGMT. RESPONSE AGREED & COMPLIED	INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS DEPT. COMPLIED - MARCH 2020 - The three credit cards were cancelled. JANUARY 2021 - A policy and procedure was established between Human Resources and Purchasing whereby all credit cards issued to employees are tracked and monitored.
Audit Recommendation #2: Part-time employee credit cards should be cancelled.	AGREED & COMPLIED	DEPT. COMPLIED - MARCH 2020
Audit Recommendation #3: Human Resources should coordinate with the Purchasing department and establish a procedure for notifying them whenever employees who hold credit cards have name changes	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2020
Audit Recommendation #4: The 12 employee credit cards identified by the survey as low need or not needed by the department should be cancelled.	AGREED & COMPLIED	DEPT. COMPLIED - JUNE 2020

AUDIT PERFORMED AND RECAP OF AUDIT RECOMMENDATIONS:

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Food License Revenue Audit(3/20)	MGMT. RESPONSE	INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS
Audit Recommendation #1: Bank deposits must be performed on a daily basis for all cash collections exceeding the sum of \$250.	AGREED & COMPLIED	DEPT. COMPLIED - MARCH 2020
Audit Recommendation #2: All pre-numbered customer receipts written by the Health department for restaurant licenses received after January 31st should be evidenced by a postmarked envelope that is retained in the customer's file.	AGREED & COMPLIED	DEPT. COMPLIED - MARCH 2020
Audit Recommendation #3: The Application for Food License be amended to include the total dollar amount received by the customer for ease of reference. In addition, if the customer is billed for the late fee, the method of payment, amount paid and receipt number should be recorded here as well.	AGREED & COMPLIED	DEPT. COMPLIED - MARCH 2020
Audit Recommendation #4: All voided receipts should be signed and dated by the department head designating his review and approval of the voided transaction. The department should retain both parts (customer and department copy) of voided receipts.	AGREED & COMPLIED	DEPT. COMPLIED - MARCH 2020
Audit Recommendation #5: A certified letter should be mailed to all restaurants who have failed to comply with the requirements of the Health Department in a timely fashion. Letters should be mailed no later than ten days after the February 14 th deadline. The letter should state that the restaurant has failed to comply with Health Department policy and that their license will be automatically suspended. Further, they may not operate until all payments are made and a new license issued. The certified letter should provide the restaurant with a three day compliance grace period to meet all requirements and should double the initial late penalty fee. Failure to meet all requirements within the three-day grace period should result in the closure of the restaurant.	AGREED & COMPLIED	DEPT. COMPLIED - MARCH 2020
Audit Recommendation #6: The Health Department should document the operating procedures surrounding the Food License process.	AGREED & COMPLIED	DEPT. COMPLIED - MARCH 2020

	RECOMMENDATIONS:

AUDIT PERFORMED AND RECAP OF AUDIT RECOMMENDATIONS:	STATUS OF AUDIT RECOMM	ENDATION:
Fat, Oil, Grease Permit Revenue (3/20) Audit Recommendation #1: The WPCA Rules and Regulations Section 305 needs to be updated to reflect language that incorporates the requirement of FOG permits for Class I and II food establishments in the Town of Fairfield per the WPCA vote on June 27, 2018.	<u>MGMT. RESPONSE</u> AGREED & COMPLIED	INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS DEPT. COMPLIED - MARCH 2020
Audit Recommendation #2: It is recommended that on or before May 15 th of each year, the Health Department provide the Sewer Department with an updated report listing all food establishments who hold licenses in Fairfield.	AGREED & COMPLIED	DEPT. COMPLIED - MARCH 2020
Audit Recommendation #3: The Sewer Department should commence inspections of all food establishments that are required to maintain a FOG permit.	AGREED BUT NOT VIABLE - MARCH 2020 - Lack of staffing has prevented the inspection of food establishments. The Department would rather that the individual restaurants provide receipts from certified cleaning companies to prove that the proper maintenance has been performed on an annual basis prior to the issuance of new FOG permit. With a full time staff of just 2 employees, the Sewer Department does not have the staff to perform these inspections. The sewer department is hoping to have this function integrated into the new Town permitting software that is currently out to bid.	OPEN - MGT. RESPONSE - JANUARY 2021 - The restaurants are sending in their grease haulers receipts, unfortunately due to Covid some food establishments are closed and have not sent in the required permits.

AUDIT PERFORMED AN	ND RECAP OF AUDIT RECOMMENDATIONS:
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AUDIT PERFORMED AND RECAP OF AUDIT RECOMMENDATIONS:	STATUS OF AUDIT RECOMM	ENDATION:
Fat, Oil, Grease Permit Revenue (3/20) - CONTINUED	MGMT. RESPONSE	INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS
Audit Recommendation #4: Due to 10 grease backups in Fairfield reported by the State of CT	AGREED - IN PROCESS - The	OPEN - MGT. RESPONSE - JANUARY 2021 - The new software
DEP, it is recommended that regular FOG inspections be enforced by the Sewer Department	Sewer Department would	should be up and running in June 2021
on an annual basis.	like to make this program	
	self-reporting since it does	
	not have the staff to	
	complete inspections of all	
	of the restaurants. The	
	sewer department is hoping	
	that this will be possible	
	with the new Town	
	permitting software that is	
	currently out to bid.	
Audit Recommendation #5: The Town website should be updated annually to include pertinent information surrounding the FOG permitting process including an online permit application.	AGREED & COMPLIED	DEPT. COMPLIED - JANUARY 2021
Audit Recommendation #6: It is recommended that the parameters surrounding the late fee	AGREED - IN PROCESS - The	OPEN - MGT. RESPONSE - JANUARY 2021 - We have written
be reviewed by the WPCA. The late fee should be increased (perhaps doubled) at the time of	Sewer Department will	an ordinance which will address this issue and will be
the second late notice. Failure to pay after the second late notice should result in stricter		presented to the WPCA in February before being presented to
penalties such as suspension of the food establishment license.	WPCA. The Department is	the Town Boards.
	hoping that when the Town	
	transfers to online	
	permitting that these types	
	of fees will be	*
	institutionalized into the	
	new permitting software	
,9) X	and emails to late payers	
	can go out automatically.	
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AUDIT PERFORMED AND RECAP OF AUDIT RECOMMENDATIONS: Fat, Oil, Grease Permit Revenue (3/20) - CONTINUED	STATUS OF AUDIT RECOMME	
Audit Recommendation #7: The Sewer Department should establish a policy that outlines stricter measures that may be imposed upon food establishments who fail to submit the required FOG permit payment and that this policy be submitted to the WPCA for approval.	MGMT. RESPONSE AGREED - IN PROCESS -This recommendation is noted and will be discussed with the WPCA to come up with stricter requirements for compliance with FOG permit program. Will coordinate with the health department to determine if holding food establishment license until FOG permit is satisfied is permissible.	INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS OPEN - JANUARY 2021 - MGT. RESPONSE - Once the FOG Ordinance is approved there will be a penalty for those establishments that do not submit the necessary permits
Audit Recommendation #8: The Sewer Department should comply with Town policy and make leposits with collections over \$250 on a daily basis.	AGREED & COMPLIED	DEPT. COMPLIED - MARCH 2020
reposits with confections over \$250 on a daily basis.		

Audit Recommendation #10: The Sewer Department should document the operating procedures governing the entire FOG permit process.

AGREED & COMPLIED

DEPT. COMPLIED - MARCH 2020

Audit Recommendation #11: All receipts of payment from customers should generate a prenumbered customer receipt. In addition, a FOG permit should be created and both documents should be issued to the customer by the Sewer department.

AGREED & COMPLIED - MARCH 2020

AUDIT PERFORMED AI	ND RECAP OF AUD	OIT RECOMMENDATIONS:
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Fat, Oil, Grease Permit Revenue (3/20) - CONTINUED

STATUS OF AUDIT RECOMMENDATION:

INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS

MGMT. RESPONSE

Audit Recommendation #12: The FOG permit application should be revised to include a space on the bottom for recording receipt information by the Sewer Department.	AGREED & COMPLIED	DEPT. COMPLIED - MARCH 2020
Audit Recommendation #13: All pre-numbered customer receipts written by the Sewer department for FOG permit payments received after July 1 st should be evidenced by a postmarked envelope that is retained in the customer's file for one year.	AGREED & COMPLIED	DEPT. COMPLIED - MARCH 2020
Audit Recommendation #14: The cash collection excel spreadsheet used to reconcile the receipt of customer payments received to the bank deposit and deposit transmittal should include the payment type, i.e., cash or check payment received from the customer.	AGREED & COMPLIED	DEPT. COMPLIED - MARCH 2020
Town Solar Sites and Associated Cost Savings (5/20) Audit Recommendation #1a: Research and analysis should be conducted for future solar installations to determine if purchase power agreements actually reap the greatest savings to the Town. Other solar panel options such as direct purchase and install by the Town should be investigated to see if the cost savings incurred would be greater than the PPA. The option which reaps the greatest savings to the Town should be implemented.	MGMT. RESPONSE AGREED & WILL COMPLY FOR FUTURE SOLAR INSTALLATIONS	INTERNAL AUDIT FOLLOW-UP DATE & COMMENTS No new solar installations (Town-side) since audit. Analyses will be conducted for future solar panel installations to determine which options will reap the greatest savings for the Town.
Audit Recommendation #1b: It is recommended that all future solar purchase power agreements follow Town Charter guidelines governing purchases. At a minimum, the Town should obtain three quotes from different solar providers to ensure that the best annual kWh pricing is obtained while also taking into account vendor reputation and experience in the process.	AGREED & WILL COMPLY FOR FUTURE PURCHASE POWER AGREEMENTS	No new solar installations (Town-side) since audit. Future solar panel installations will adhere to Town Purchasing policies and guidelines as outlined in the Town Charter.
Audit Recommendation #1c: It is also recommended that the payment agreement between the Town and the Tennis Center on Old Dam Road be placed in writing regarding responsible party obligation of payment of future solar and electric bills.	AGREED & WILL COMPLY	JANUARY 2021 OPEN - TENANT REDUCED RENT PAYMENT DUE TO TOWN BY \$6,548.52 IN JUNE 2020 FOR PORTION OF ELECTRIC BILL. THE TOWN IS CURRENTLY IN THE PROCESS OF NEGOTIATING A NEW LEASE AGREEMENT WHICH WILL INCORPORATE A TENANT CREDIT FOR THE SOLAR/ELECTRIC BILL TO ADDRESS THIS ISSUE.
Audit Recommendation #2 It is recommended that an analysis comparing expected to actual kWh solar production along with associated cost savings or loss be prepared on annual basis per solar site going forward.	AGREED & WILL COMPLY ON AN ANNUAL BASIS	DEPT. COMPLIED - DATA OF KWH AND COST PER SITE INPUT ON A MONTHLY BASIS JANUARY 2021

			Transaction Limit			
Last Name	First Name	Control Account No.	Amount	Monthly Limit Amount	Issuance Date	Account Status
OX	KEVIN	0707 000404 04000	1,500.00		08/24/1999	ACTIVE
CLEARY	SANDS		2,500.00		08/30/1999	ACTIVE
AULES	VIRGINIA		5,000.00	12,500.00	08/30/1999	CANCELLED
ODIE	JOHN		1,500.00	3,000 00	10/12/1999	ACTIVE
IURLEY	WILLIAM		3,000.00	3,000.00	03/29/2001	ACTIVE
RACE	PETER		1,500.00	4,000.00	10/23/2001	ACTIVE
WIFT	JAMES		2,500.00	3,000 00	04/25/2002	ACTIVE
MILLER	PAUL		500.00	500.00	09/09/2003	ACTIVE
PEMKO	RICHARD		2,000.00	5,000 00	03/15/2005	ACTIVE
SUERRERA	ROBERT		500.00	1,500,00	12/21/2007	ACTIVE
HIZMADIA	JOHN		1,000.00		08/31/2010	ACTIVE
INE	WILLIAM		500.00		10/06/2010	ACTIVE
SHER	JANET		1,500.00		12/05/2012	ACTIVE
ALAPIR	ERIK		1,000.00		06/12/2013	ACTIVE
HERWOOD	SCHUYLER		2,500.00		10/25/2013	ACTIVE
ARNHART	MARK		2,500.00	the result of the last of the	11/25/2013	ACTIVE
OSSE	CAITLIN		1,000.00		02/10/2014	ACTIVE
OLI	CHRISTOPHER		5,000.00		07/08/2014	ACTIVE
ELMHORST	ROBERT		500.00		03/25/2015	ACTIVE
UNN	KYRAN		3,500.00		03/25/2015	ACTIVE
INDER	JEFFREY		500.00		04/10/2015	ACTIVE
YAN	JAMES		4,500.00		05/04/2015	ACTIVE
RODERICK	KEITH					ACTIVE
ALAMARAS	ROBERT		2,500.00		05/11/2015	
			750.00		05/11/2015	ACTIVE
DITULLIO GALBO	JOHN SANTINA		1,000.00		07/15/2015 08/19/2015	ACTIVE ACTIVE

MCCARTHY DENIS 3,500.00 7,500.00 10/07/2015 ACTIVE WEIHE EDWARD 1,000.00 3,000.00 01/28/2016 ACTIVE GOMOLA GEORGE 1,000.00 1,000.00 02/08/2016 ACTIVE MITCHELL JILL 1,100.00 3,500.00 02/08/2016 ACTIVE COARSE THOMAS 500.00 2,000.00 03/28/2016 ACTIVE SARDINHA AURELIO 500.00 5,000.00 04/08/2016 ACTIVE WILTSIE JAMES 3,000.00 5,000.00 04/08/2016 ACTIVE WALKINSHAW RYAN 500.00 2,000.00 011/18/2016 ACTIVE HAYES DANIEL 500.00 2,000.00 011/18/2016 ACTIVE KELLEY DAVID 17,000.00 20,000.00 011/18/2017 ACTIVE KELLEY DAVID 17,000.00 20,000.00 01/18/2017 ACTIVE KELLEY DAVID 17,000.00 20,000.00 01/18/2017 ACTIVE
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RELLEY DAVID 17,000.00 20,000.00 01/19/2017 ACTIVE CAISSE ROGER 1,000.00 1.000.00 04/18/2017 ACTIVE DEMAND GAYLEN 5,000.00 20,000.00 02/06/2018 ACTIVE DEMAND JOHN 1,500.00 1,500.00 02/08/2018 ACTIVE DEMAND JOHN 1,500.00 1,500.00 02/21/2018 ACTIVE DEMAND JENNIFER 1,000.00 1,500.00 04/11/2018 ACTIVE DEMAND JENNIFER 1,000.00 1,500.00 04/11/2018 ACTIVE DEMAND JULIE 2,500.00 7,500.00 08/09/2018 ACTIVE DEMAND JULIE 2,500.00 7,500.00 08/09/2018 ACTIVE DEMAND JENNIFER 1,200.00 1,200.00 09/25/2018 ACTIVE DEMAND JENNIFER 1,200.00 1,200.00 09/25/2018 ACTIVE DEMAND JENNIFER 1,200.00 1,200.00 09/25/2018 ACTIVE DEMAND JULIE 1,200.00 09/25/2018 ACTIVE DEMAND JULIE 1,200.00 09/25/2018 ACTIVE DEMAND JENNIFER 1,200.00 09/25/2018 ACTIVE DEMAND JULIE 1,200.00 09/25/2019 ACTIVE DEMAND JULIE 1,200.00 09/25/2020 ACTIV
CAISSE ROGER 1,000.00 1,000.00 04/18/2017 ACTIVE BROWN GAYLEN 5,000.00 20,000.00 02/06/2018 ACTIVE JOHNSON JOHN 1,500.00 1,500.00 02/08/2018 ACTIVE ESPOSITO FELIX 3,500.00 5,000.00 02/21/2018 ACTIVE LYHNE TAMARA 1,500.00 2,000.00 04/11/2018 ACTIVE LASEMAN JENNIFER 1,000.00 1,500.00 04/13/2018 ACTIVE DEMARCO JULIE 2,500.00 7,500.00 08/09/2018 ACTIVE BAHR PHILIP 1,200.00 1,200.00 09/25/2018 ACTIVE SERES CHELSEA 5,000.00 40,000.00 03/08/2019 ACTIVE PANILAITIS MATTHEW 999.00 3,000.00 06/14/2019 ACTIVE RIGOLI VINCENT 500.00 2,000.00 08/13/2019 ACTIVE SWEENEY NANCY 1,500.00 2,000.00 08/13/2019 ACTIVE SWEENEY NANCY 1,500.00 2,000.00 08/13/2019 ACTIVE TESTA GARY 500.00 2,000.00 08/13/2019 ACTIVE KUPCHICK BRENDA 7,000.00 10,000.00 02/12/2020 ACTIVE
BROWN GAYLEN 5,000.00 20,000.00 02/06/2018 ACTIVE JOHNSON JOHN 1,500.00 1,500.00 02/08/2018 ACTIVE ESPOSITO FELIX 3,500.00 5,000.00 02/21/2018 ACTIVE LYHNE TAMARA 1,500.00 2,000.00 04/11/2018 ACTIVE LASEMAN JENNIFER 1,000.00 1,500.00 04/13/2018 ACTIVE BAHR PHILIP 1,200.00 7,500.00 08/09/2018 ACTIVE SERES CHELSEA 5,000.00 40,000.00 03/08/2019 ACTIVE PANILAITIS MATTHEW 999.00 3,000.00 06/14/2019 ACTIVE RIGOLI VINCENT 500.00 2,000.00 08/13/2019 ACTIVE SWEENEY NANCY 1,500.00 2,000.00 08/13/2019 ACTIVE KUPCHICK BRENDA 7,000.00 10,000.00 08/13/2019 ACTIVE KUPCHICK BRENDA 7,000.00 10,000.00 08/13/2019 ACTIVE
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ESPOSITO FELIX 3,500.00 5,000.00 02/21/2018 ACTIVE LYHNE TAMARA 1,500.00 2,000.00 04/11/2018 ACTIVE LASEMAN JENNIFER 1,000.00 1,500.00 04/13/2018 ACTIVE DEMARCO JULIE 2,500.00 7,500.00 08/09/2018 ACTIVE BAHR PHILIP 1,200.00 1,200.00 09/25/2018 ACTIVE SERES CHELSEA 5,000.00 40,000.00 03/08/2019 ACTIVE PANILAITIS MATTHEW 999.00 3,000.00 06/14/2019 ACTIVE RIGOLI VINCENT 500.00 2,000.00 08/13/2019 ACTIVE SWEENEY NANCY 1,500.00 2,000.00 08/13/2019 ACTIVE TESTA GARY 500.00 2,000.00 08/13/2019 ACTIVE KUPCHICK BRENDA 7,000.00 10,000.00 02/12/2020 ACTIVE
LYHNE TAMARA 1,500.00 2,000.00 04/13/2018 ACTIVE LASEMAN JENNIFER 1,000.00 1,500.00 04/13/2018 ACTIVE DEMARCO JULIE 2,500.00 7,500.00 08/09/2018 ACTIVE BAHR PHILIP 1,200.00 1,200.00 09/25/2018 ACTIVE SERES CHELSEA 5,000.00 40,000.00 03/08/2019 ACTIVE PANILAITIS MATTHEW 999.00 3,000.00 06/14/2019 ACTIVE RIGOLI VINCENT 500.00 2,000.00 08/13/2019 ACTIVE SWEENEY NANCY 1,500.00 2,000.00 08/13/2019 ACTIVE TESTA GARY 500.00 2,000.00 08/13/2019 ACTIVE KUPCHICK BRENDA 7,000.00 10,000.00 02/12/2020 ACTIVE
LASEMAN JENNIFER 1,000.00 1,500.00 04/13/2018 ACTIVE DEMARCO JULIE 2,500.00 7,500.00 08/09/2018 ACTIVE BAHR PHILIP 1,200.00 1,200.00 09/25/2018 ACTIVE SERES CHELSEA 5,000.00 40,000.00 03/08/2019 ACTIVE PANILAITIS MATTHEW 999.00 3,000.00 06/14/2019 ACTIVE RIGOLI VINCENT 500.00 2,000.00 08/13/2019 ACTIVE SWEENEY NANCY 1,500.00 2,000.00 08/13/2019 ACTIVE TESTA GARY 500.00 2,000.00 08/13/2019 ACTIVE KUPCHICK BRENDA 7,000.00 10,000.00 02/12/2020 ACTIVE
DEMARCO JULIE 2,500.00 7,500.00 08/09/2018 ACTIVE BAHR PHILIP 1,200.00 1,200.00 09/25/2018 ACTIVE SERES CHELSEA 5,000.00 40,000.00 03/08/2019 ACTIVE PANILAITIS MATTHEW 999.00 3,000.00 06/14/2019 ACTIVE RIGOLI VINCENT 500.00 2,000.00 08/13/2019 ACTIVE SWEENEY NANCY 1,500.00 2,000.00 08/13/2019 ACTIVE TESTA GARY 500.00 2,000.00 08/13/2019 ACTIVE KUPCHICK BRENDA 7,000.00 10,000.00 02/12/2020 ACTIVE
BAHR PHILIP 1,200.00 1,200.00 09/25/2018 ACTIVE SERES CHELSEA 5,000.00 40,000.00 03/08/2019 ACTIVE PANILAITIS MATTHEW 999.00 3,000.00 06/14/2019 ACTIVE RIGOLI VINCENT 500.00 2,000.00 08/13/2019 ACTIVE SWEENEY NANCY 1,500.00 2,000.00 08/13/2019 ACTIVE TESTA GARY 500.00 2,000.00 08/13/2019 ACTIVE KUPCHICK BRENDA 7,000.00 10,000.00 02/12/2020 ACTIVE
SERES CHELSEA 5,000.00 40,000.00 03/08/2019 ACTIVE PANILAITIS MATTHEW 999.00 3,000.00 06/14/2019 ACTIVE RIGOLI VINCENT 500.00 2,000.00 08/13/2019 ACTIVE SWEENEY NANCY 1,500.00 2,000.00 08/13/2019 ACTIVE TESTA GARY 500.00 2,000.00 08/13/2019 ACTIVE KUPCHICK BRENDA 7,000.00 10,000.00 02/12/2020 ACTIVE
PANILAITIS MATTHEW 999.00 3,000.00 06/14/2019 ACTIVE RIGOLI VINCENT 500.00 2,000.00 08/13/2019 ACTIVE SWEENEY NANCY 1,500.00 2,000.00 08/13/2019 ACTIVE TESTA GARY 500.00 2,000.00 08/13/2019 ACTIVE KUPCHICK BRENDA 7,000.00 10,000.00 02/12/2020 ACTIVE
RIGOLI VINCENT 500.00 2,000.00 08/13/2019 ACTIVE SWEENEY NANCY 1,500.00 2,000.00 08/13/2019 ACTIVE TESTA GARY 500.00 2,000.00 08/13/2019 ACTIVE KUPCHICK BRENDA 7,000.00 10,000.00 02/12/2020 ACTIVE
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TESTA GARY 500.00 2,000.00 08/13/2019 ACTIVE KUPCHICK BRENDA 7,000.00 10,000.00 02/12/2020 ACTIVE
KUPCHICK BRENDA 7,000.00 10,000.00 02/12/2020 ACTIVE
10,000.00 02 12222
GRANATA ANTONIO ACTIVE
GRANATA ANTONIO 1,000.00 2,000.00 07/13/2020 ACTIVE
KOVAL PETER 1,000.00 2,000.00 07/13/2020 ACTIVE
CATHCART JUSTIN 1,000.00 5,000.00 09/01/2020 ACTIVE
BROWNE BETSY 2,500.00 5,000.00 09/17/2020 CANCELLED
LIPPMAN JUSTIN 2,000.00 10,000.00 10/19/2020 ACTIVE
VORNKAHL EDWARD 1,000.00 10,000.00 02/02/2021 ACTIVE
STAHL 2,000.00 4,000.00 02/05/2021 ACTIVE
RIENDEAU MATTHEW 1,000.00 4,000.00 03/24/2021 ACTIVE
NOVAK DOUGLAS 1,000.00 2,500.00 09/20/2021 ACTIVE
BISHOP TIMOTHY 500.00 2,000.00 11/17/2021 ACTIVE
BUCKHOLTZ SCOTT 1,000.00 5,000.00 11/19/2021 ACTIVE

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PARIS	MICHAEL	1,000 00	3,000.00	09/16/2015	ACTIVE
MCCARTHY	DENIS	3,500.00	7,500.00	10/07/2015	ACTIVE
WEIHE	EDWARD	1,000.00	3,000.00	01/28/2016	ACTIVE
GOMOLA	GEORGE	1,000 00	1,000.00	02/08/2016	ACTIVE
MITCHELL	JILE AND THE STATE OF THE STATE	1,100.00	3,500 00	02/08/2016	ACTIVE
COARSE	THOMAS	500.00	2,000.00	03/28/2016	ACTIVE
SARDINHA	AURELIO	500.00	5,000.00	04/08/2016	ACTIVE
WILTSIE	JAMES	3,000.00	5,000.00	05/14/2016	ACTIVE
WALKINSHAW	RYAN	500.00	2,000.00	11/15/2016	ACTIVE
HAYES	DANIEL	500.00	2,000.00	11/16/2016	ACTIVE
KELLEY	DAVID	17,000.00	20,000.00	01/19/2017	ACTIVE
CAISSE	ROGER	1,000.00	1,000.00	04/18/2017	ACTIVE
BROWN	GAYLEN	5,000.00	20,000.00	02/06/2018	ACTIVE
JOHNSON	JOHN	1,500.00	1,500.00	02/08/2018	ACTIVE
ESPOSITO	FELIX	3,500.00	5,000.00	02/21/2018	ACTIVE
LYHNE	TAMARA	1,500.00	2,000.00	04/11/2018	ACTIVE
LASEMAN	JENNIFER	1,000.00	1,500.00	04/13/2018	ACTIVE
DEMARCO	JULIE	2,500.00	7,500.00	08/09/2018	ACTIVE
BAHR	PHILIP	1,200.00	1,200.00	09/25/2018	ACTIVE
SERES	CHELSEA	5,000.00	40,000.00	03/08/2019	ACTIVE
PANILAITIS	MATTHEW	999.00	3,000 00	06/14/2019	ACTIVE
RIGOLI	VINCENT	500.00	2,000.00	08/13/2019	ACTIVE
SWEENEY	NANCY	1,500.00	2,000.00	08/13/2019	ACTIVE
TESTA	GARY	500.00	2,000.00	08/13/2019	ACTIVE
KUPCHICK	BRENDA	7,000.00	10,000.00	02/12/2020	ACTIVE
GRANATA	ANTONIO	1,000.00	2,000.00	07/13/2020	ACTIVE
KOVAL	PETER	1.000.00	2,000.00	07/13/2020	ACTIVE
CATHCART	JUSTIN	1,000,00	5.000.00	09/01/2020	ACTIVE
BROWNE	BETSY	2,500.00	5,000.00	09/17/2020	CANCELLED
LIPPMAN	JUSTIN	2,000.00	10,000.00	10/19/2020	ACTIVE'
VORNKAHL	EDWARD	1,000.00	10,000.00	02/02/2021	ACTIVE
STAHL	MICHAEL	2,000.00	4,000.00	02/05/2021	ACTIVE
RIENDEAU	MATTHEW	1,000.00		03/24/2021	ACTIVE
NOVAK	DOUGLAS	1,000.00	2,500.00	09/20/2021	ACTIVE
BISHOP	1IWOTHA	500.00		11/17/2021	ACTIVE
BUCKHOLTZ	SCOTT	1,000 00	5,000.00	11/19/2021	ACTIVE

Simpson, Cathleen

From: Tulin, Adam

Sent: Wednesday, June 21, 2023 2:44 PM

To: Saxl, Concetta

Cc: Schmitt, Jared; Simpson, Cathleen **Subject:** RE: No or credit card holders

Attachments: 2023_06_13_GR-2005-001_MONTHLY_759581580.PDF

As of June 15, there were 90 open accounts of which 86 had activity in the last 12 months.

Adam Tulin Director of Purchasing Town of Fairfield 725 Old Post Road Fairfield, CT 06824 203-256-3060

From: Saxl, Concetta <CSaxl@fairfieldct.org>
Sent: Wednesday, June 21, 2023 8:46 AM
To: Tulin, Adam <ATulin@fairfieldct.org>

Cc: Schmitt, Jared <JSchmitt@fairfieldct.org>; Simpson, Cathleen <CSimpson@fairfieldct.org>

Subject: FW: No or credit card holders

Good Morning Adam,

Can you please provide us with the information requested in the email below as of today? Thank you. Connie

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Tuesday, June 20, 2023 6:11 PM

To: Saxl, Concetta < CSaxl@fairfieldct.org>; Schmitt, Jared < JSchmitt@fairfieldct.org>

Subject: No or credit card holders

Good Evening,

When you get a chance, could either of you tell me the number of credit card holders we have currently with the Town so I can include that in my HR investigation.

Thanks very much!

Cathleen H. Simpson Human Resources Director Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002



Cardmember Listing

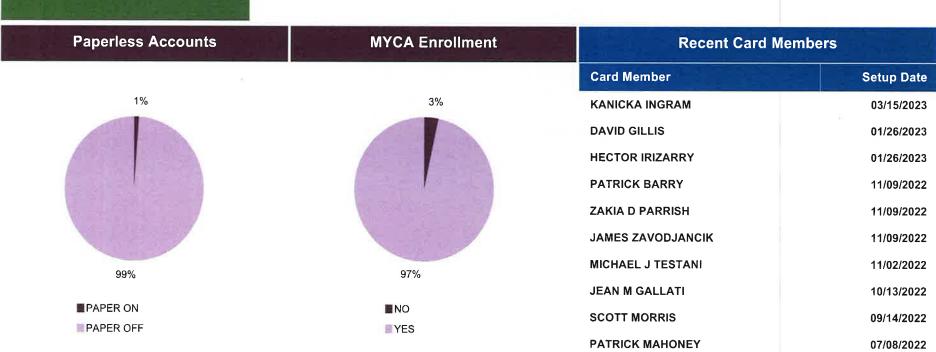
TOWN OF FAIRFIELD-CPC

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Report Group: 000000000057860 Recipient No.: 1159871

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	Active Accounts	Inactive Accounts (No Charges Last 12 Months)		
Key Metrics	86	4	2	



^{*} Reporting is based on your monthly billing cycle.

^{**}Expiration Date is displayed for active or inactive accounts. Cancel date is displayed for cancelled accounts.



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Card Member / Address / Guaranteed Status	Product Type / Account Type / Card Account No.	Employee ID / Cost Center / Universal ID	Basic Control Account Name /No.	MYCA Enrolled / Paper Statements / Membership Rewards	Limit Amount	Issuance Date / Expiration Date or Cancel Date**
ACTIVE ACCOUNTS						
AUDRA ALLEN 501 KINGS HWY EAST FAIRFIELD, CT 068254867 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	*****	TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	08/20/2012 08/31/2024
PHILIP BAHR 1080 OLD POST RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,200.00 MTH 1,200.00	09/25/2018 08/31/2023
MARK S. BARNHART 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD 3787-353404-91005	YES OFF NO	TRN 2,500.00 MTH 4,500.00	11/25/2013 08/31/2026
PATRICK BARRY 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD 3787-353404-91005	YES OFF NO	TRN 2,500,00 MTH 3,000,00	11/09/2022 08/31/2027
AMY BIEN 501 KINGS HWY EAST FAIRFIELD, CT 068254867 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	1	TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	09/04/2014 08/31/2023

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Cardmember Listing

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Card Member / Address / Guaranteed Status TIMOTHY J BISHOP 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	Product Type / Account Type / Card Account No. CORPORATE PURCHASING CARD BASIC CARD MEMBER	Employee ID / Cost Center / Universal ID	Basic Control Account Name /No. TOWN OF FAIRFIELD	MYCA Enrolled / Paper Statements / Membership Rewards NO ON NO	Limit Amount TRN 500.00 MTH 2,000.00	Issuance Date / Expiration Date or Cancel Date** 11/17/2021 08/31/2026
JOHN BODIE 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	JOHN BODIE	TOWN OF FAIRFIELD	YES OFF NO	TRN 1,500.00 MTH 3,000.00	10/12/1999 08/31/2025
CAITLIN T BOSSE 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 4,000.00	02/10/2014 08/31/2026
KEITH BRODERICK 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 2,500.00 MTH 5,000.00	05/11/2015 08/31/2023
GAYLEN BROWN 75 MILL PLAIN RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 5,000.00 MTH 20,000.00	02/06/2018 08/31/2026
SCOTT BUCKHOLTZ 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 5,000.00	11/19/2021 08/31/2026

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Card Member / Address / Guaranteed Status NANCY BYRNES 501 KINGS HIGHWAY E FAIRFIELD, CT 068254867 NO	Product Type / Account Type / Card Account No. CORPORATE PURCHASING CARD BASIC CARD MEMBER	Employee ID / Cost Center / Universal ID	Basic Control Account Name /No. TOWN OF FAIRFIELD	MYCA Enrolled / Paper Statements / Membership Rewards YES OFF NO	Limit Amount TRN 5,000.00 MTH 12,000.00	Issuance Date / Expiration Date or Cancel Date** 03/06/2000 08/31/2025
ROGER CAISSE 140 REEF RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	-	TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 1,000.00	04/18/2017 08/31/2025
JUSTIN CATHCART 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 5,000.00	09/01/2020 08/31/2025
JOHN G CHIZMADIA 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	NO OFF NO	TRN 1,000.00 MTH 1,000.00	08/31/2010 08/31/2026
SANDS L CLEARY 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 2,500.00 MTH 5,000.00	08/30/1999 08/31/2025
THOMAS COARSE JR 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 2,000.00	03/28/2016 08/31/2024

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Card Member / Address / Guaranteed Status	Product Type / Account Type / Card Account No.	Employee ID / Cost Center / Universal ID	Basic Control Account Name /No.	MYCA Enrolled / Paper Statements / Membership Rewards	Limit Amount	Issuance Date / Expiration Date or Cancel Date**
LORI DEGROAT 725 OLD POST RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000,00	09/09/2019 08/31/2024
ROBERT DELMHORST 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500,00 MTH 1,000.00	03/25/2015 08/31/2023
JULIE DEMARCO 725 OLD POST RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 2,500.00 MTH 7,500.00	08/09/2018 08/31/2026
RICHARD DEMKO 725 OLD POST ROAD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	•	TOWN OF FAIRFIELD	NO OFF NO	TRN 2,000.00 MTH 5,000.00	03/15/2005 08/31/2025
JOANNA J DEWEY 501 KINGS HWY EAST FAIRFIELD, CT 068254867 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	02/20/2022 08/31/2026
JOHN DITULLIO 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 5,000.00	07/15/2015 08/31/2027

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Card Member / Address / Guaranteed Status KYRAN V DUNN 725 OLD POST RD FAIRFIELD, CT 068246689 NO	Product Type / Account Type / Card Account No. CORPORATE PURCHASING CARD BASIC CARD MEMBER	Employee ID / Cost Center / Universal ID	Basic Control Account Name /No. TOWN OF FAIRFIELD	MYCA Enrolled / Paper Statements / Membership Rewards YES OFF NO	Limit Amount TRN 3,500.00 MTH 6,000,00	Issuance Date / Expiration Date or Cancel Date** 03/25/2015 08/31/2023
FELIX ESPOSITO 100 REEF ROAD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 3,500.00 MTH 5,000.00	02/21/2018 08/31/2026
JANET P. FISHER 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	5	TOWN OF FAIRFIELD	YES OFF NO	TRN 1,500.00 MTH 1,500.00	12/05/2012 08/31/2025
SANTINA GALBO 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	-	TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 2,000.00	08/19/2015 08/31/2023
JEAN M GALLATI 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	10/13/2022 08/31/2027
DAVID GILLIS 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 2,000.00 MTH 5,000.00	01/26/2023 08/31/2027

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						3
Card Member / Address / Guaranteed Status	Product Type / Account Type / Card Account No.	Employee ID / Cost Center / Universal ID	Basic Control Account Name /No.	MYCA Enrolled / Paper Statements / Membership Rewards	Limit Amount	Issuance Date / Expiration Date or Cancel Date**
GEORGE GOMOLA 140 REEF ROAD FAIRFIELD, CT 068245918 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 1,000.00	02/08/2016 08/31/2024
PETER D GRACE 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,500.00 MTH 4,000.00	10/23/2001 08/31/2025
ANTONIO GRANATA 100 REEF ROAD FAIRFIELD, CT 068245919 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 2,000.00	07/13/2020 08/31/2024
ROBERT GUERRERA 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	-	TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,500.00	12/21/2007 08/31/2024
VICKI L. HASTINGS 501 KINGS HWY EAST FAIRFIELD, CT 068254867 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	08/20/2012 08/31/2024
DANIEL HAYES 225 OLD POST RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 2,000.00	11/16/2016 08/31/2025

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Cardmember Listing

TOWN OF FAIRFIELD-CPC

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Card Member / Address / Guaranteed Status WILLIAM J HINE 725 OLD POST RD FAIRFIELD, CT 068246689 NO	Product Type / Account Type / Card Account No. CORPORATE PURCHASING CARD BASIC CARD MEMBER	Employee ID / Cost Center / Universal ID	Basic Control Account Name /No. TOWN OF FAIRFIELD	MYCA Enrolled / Paper Statements / Membership Rewards YES OFF	Limit Amount TRN 500.00 MTH 1,000.00	Issuance Date / Expiration Date or Cancel Date** 10/06/2010 08/31/2023
DONNA R. HUBER 501 KINGS HWY EAST FAIRFIELD, CT 068254867 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	08/20/2012 08/31/2024
WILLIAM HURLEY 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	•	TOWN OF FAIRFIELD	YES OFF NO	TRN 3,000.00 MTH 3,000.00	03/29/2001 08/31/2026
KANICKA INGRAM 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	03/15/2023 08/31/2027
CHRISTOPHER IOLI 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 5,000.00 MTH 5,000.00	07/08/2014 08/31/2026
HECTOR IRIZARRY 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 3,000.00	01/26/2023 08/31/2027

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Card Member / Address / Guaranteed Status SCOTT C JARZOMBEK 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	Product Type / Account Type / Card Account No. CORPORATE PURCHASING CARD BASIC CARD MEMBER	Employee ID / Cost Center / Universal ID	Basic Control Account Name /No. TOWN OF FAIRFIELD	MYCA Enrolled / Paper Statements / Membership Rewards YES OFF NO	Limit Amount TRN 1,500.00 MTH 3,000.00	Issuance Date / Expiration Date or Cancel Date** 04/19/2022 08/31/2026
JOHN W JOHNSON 725 OLD POST RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,500.00 MTH 1,500.00	02/08/2018 08/31/2026
ROBERT KALAMARAS 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 750.00 MTH 3,000.00	05/11/2015 08/31/2023
ERIK KALAPIR 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 1,000.00	06/12/2013 08/31/2025
DAVID KELLEY 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	5819	TOWN OF FAIRFIELD	YES OFF NO	TRN 17,000.00 MTH 20,000.00	01/19/2017 08/31/2025
LORI KEMPTON 501 KINGS HWY EAST FAIRFIELD, CT 068254867 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	08/20/2012 08/31/2024

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Card Member / Address / Guaranteed Status	Product Type / Account Type / Card Account No.	Employee ID / Cost Center / Universal ID	Basic Control Account Name /No.	MYCA Enrolled / Paper Statements / Membership Rewards	Limit Amount	Issuance Date / Expiration Date or Cancel Date**
AMANDA C KIRIK 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 2,500.00 MTH 2,500.00	11/28/2020 08/31/2025
PETER J KOVAL 100 REEF ROAD FAIRFIELD, CT 068245919 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 2,000.00	07/13/2020 08/31/2024
BRENDA KUPCHICK 725 OLD POST ROAD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	•	TOWN OF FAIRFIELD	YES OFF NO	TRN 7,000.00 MTH 10,000.00	02/12/2020 08/31/2024
JENNIFER LASEMAN 1080 OLD POST RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 1,500.00	04/13/2018 08/31/2026
TAMARA LYHNE 1080 OLD POST RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,500.00 MTH 2,000.00	04/11/2018 08/31/2026
PATRICK MAHONEY 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 2,500.00	07/08/2022 08/31/2026

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Card Member / Address / Guaranteed Status	Product Type / Account Type / Card Account No.	Employee ID / Cost Center / Universal ID	Basic Control Account Name /No.	MYCA Enrolled / Paper Statements / Membership Rewards	Limit Amount	Issuance Date / Expiration Date or Cancel Date**
RACHEL MARCUCILLI 725 OLD POST RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	09/08/2017 08/31/2026
JUDITH MARSHALL 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	09/01/2020 08/31/2025
KATHLEEN MASON 501 KINGS HWY EAST FAIRFIELD, CT 068254867	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	08/28/2012 08/31/2024
CHRIS MC ALEESE 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	02/20/2022 08/31/2026
DENIS MCCARTHY 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 3,500.00 MTH 7,500.00	10/07/2015 08/31/2024
PAUL MILLER 725 OLD POST RD. FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,500.00 MTH 3,000.00	09/09/2003 08/31/2025

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Card Member / Address / Guaranteed Status	Product Type / Account Type / Card Account No.	Employee ID / Cost Center / Universal ID	Basic Control Account Name /No.	MYCA Enrolled / Paper Statements / Membership Rewards	Limit Amount	Issuance Date / Expiration Date or Cancel Date**
JEFFREY MINDER 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	~	TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,500.00	04/10/2015 08/31/2023
JILL MITCHELL 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,100.00 MTH 3,500.00	02/08/2016 08/31/2024
SCOTT MORRIS 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	09/14/2022 08/31/2027
DOUGLAS M. NOVAK 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 2,500.00	09/20/2021 08/31/2026
MATTHEW PANILAITIS 100 REEF RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 999.00 MTH 3,000.00	06/14/2019 08/31/2027
ANGELUS PAPAGEORGE 725 OLD POST RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,500.00 MTH 5,000.00	09/30/2019 08/31/2024

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MICHAEL E PARIS 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	MTH 3,000.00	08/31/2024
ZAKIA D PARRISH 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 5,000.00 MTH 5,000.00	11/09/2022 08/31/2027
BEVERLY REYNOLDS 501 KINGS HWY EAST FAIRFIELD, CT 068254867 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	08/20/2012 08/31/2024
MATTHEW RIENDEAU 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 4,000.00	03/24/2021 08/31/2025
VINCENT RIGOLI 725 OLD POST RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500,00 MTH 2,000,00	08/13/2019 08/31/2023
HEATHER ROBINSON 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 4,200.00 MTH 7,000.00	10/15/2021 08/31/2026

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JAMES V RYAN 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 4,500.00 MTH 12,000.00	05/04/2015 08/31/2023
AURELIO SARDINHA 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER 3796-536421-11008		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 5,000.00	04/08/2016 08/31/2024
JENNIFER SAVADER 501 KINGS HWY EAST FAIRFIELD, CT 068254867 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,500.00	08/20/2012 08/31/2024
CHELSEA SERES 75 MILL PLAIN RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 5,000.00 MTH 40,000.00	03/08/2019 08/31/2023
SCHUYLER SHERWOOD 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	0	TOWN OF FAIRFIELD	YES OFF NO	TRN 2,500,00 MTH 3,000,00	10/25/2013 08/31/2026
MICHAEL STAHL 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 2,000.00 MTH 4,000.00	02/05/2021 08/31/2025

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NANCY F SWEENEY 725 OLD POST RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,500.00 MTH 2,000.00	08/13/2019 08/31/2023
JAMES SWIFT 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 2,500.00 MTH 3,000.00	04/25/2002 08/31/2025
GARY TESTA 725 OLD POST ROAD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 2,000.00	08/13/2019 08/31/2023
MICHAEL J TESTANI 501 KINGS HWY FAIRFIELD, CT 068254867 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 7,500.00 MTH 7,500.00	11/02/2022 08/31/2027
EDWARD VORNKAHL 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	THE CHARLES	TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 10,000.00	02/02/2021 08/31/2025
RYAN WALKINSHAW 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	53AD	TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 2,000.00	11/15/2016 08/31/2025

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LAURIE WARFIELD 501 KINGS HWY EAST FAIRFIELD, CT 068254867 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	09/18/2015 08/31/2024
EDWARD WEIHE 100 REEF RD FAIRFIELD, CT 068245919 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,000.00 MTH 3,000.00	01/28/2016 08/31/2024
JAMES F WILTSIE 100 REEF RD FAIRFIELD, CT 068245919 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 3,000.00 MTH 5,000.00	05/14/2016 08/31/2024
NACTIVE ACCOUNTS (LAST 12 MONT	rhs)					
MELANIE KARMAZIN 725 OLD POST RD FAIRFIELD, CT 06824 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	09/08/2017 08/31/2026
RACHEL KELEHER 501 KINGS HWY EAST FAIRFIELD, CT 068254867 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 500.00 MTH 1,000.00	08/20/2012 08/31/2024

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Card Member / Address / Guaranteed Status	Product Type / Account Type / Card Account No.	Employee ID / Cost Center / Universal ID	Basic Control Account Name /No.	MYCA Enrolled / Paper Statements / Membership Rewards	Limit Amount	Issuance Date / Expiration Date of Cancel Date**
JUSTIN LIPPMAN 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	and the second	TOWN OF FAIRFIELD	YES OFF NO	TRN 2,000.00 MTH 10,000.00	10/19/2020 08/31/2025
JAMES ZAVODJANCIK 725 OLD POST ROAD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER	ing a	TOWN OF FAIRFIELD	YES OFF NO	TRN 5,000.00 MTH 5,000.00	11/09/2022 08/31/2027
NCELLED ACCOUNTS (LAST 3 MC	ONTHS)					
KEVIN FOX 725 OLD POST RD FAIRFIELD, CT 068246689 NO	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF NO	TRN 1,500.00 MTH 3,500.00	08/24/1999 04/01/2023
JOSEPH GIACOBBE 725 OLD POST ROAD	CORPORATE PURCHASING CARD BASIC CARD MEMBER		TOWN OF FAIRFIELD	YES OFF	TRN 1,000.00 MTH 3,000.00	01/25/2022 05/01/2023

FAIRFIELD, CT 068246689

NO

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This report was setup with the following Control Accounts:

MCA: 3787-353384-91009

The following Basic Control Accounts (BCA) had activity in the current period:

3787-353404-91005, 3787-356194-91009

Control Accounts with no activity during the period are not included.

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From:

Courtemanche, Joanne

Sent:

Tuesday, June 20, 2023 3:29 PM

To:

Simpson, Cathleen

Subject:

FW: Updated Credit Card Excel Spreadsheet (DH Responses)

Attachments:

Copy of Credit Card User Justification (JC).xlsx

Here you go!

From: Courtemanche, Joanne

Sent: Tuesday, April 25, 2023 12:01 PM

To: Ritchey, Peter <PRitchey@fairfieldct.org>
Cc: Simpson, Cathleen <CSimpson@fairfieldct.org>

Subject: Updated Credit Card Excel Spreadsheet (DH Responses)

Hi Peter & Cathleen:

Attached please find the EXCEL spreadsheet with the Department Head responses regarding their credit card holders.

Joanne Courtemanche

Labor Relations Specialist, Human Resources Town of Fairfield 725 Old Post Road Fairfield, CT 06824

Office: 203-256-3058 Cell: 475-450-4606

				Credit Card	Person	Credit Card?	General Type of Purchases (EX., Programs, Projects,		Do You Have A Auditing Process To Inventory Purchased Items		Do You Have Credit Card Attestations Signed by	P A TOM
Department	Employee Name	Title	Union	Issuance Date	Responding	(Yes/No)	Events, etc.)	Specific Type of Purchases	(Yes / No)	Is there an Alternative Purchase Process?	Employee Prior to 2021?	Comments
BUILDING	MAHONEY, PATRICK	BUILDING INSPECTOR	THEA	7/8/2022								
		CONSERVATION CREW CHIEF	DPW							Request to be Invoiced by vendor when		In-store purchases most
CONSERVATION	COARSE, THOMAS			3/28/2016	T. Bishop	Yes	Supplies/Materials	N/A	Yes	possible	Unknown	often
		DIRECTOR OF CONSERVATION	DH				General purchases,					
CONSERVATION	BISHOP, TIMOTHY		1				training, misc. materials,	l	l .	Request to be Invoiced by vendor when		Online purchases most
CONSERVATION	BISHOP, TIMOTHY	DIRECTOR OF COMMUNITY & ECON D	DH	11/17/2021	T. Bishop	Yes	projects	N/A	Yes	possible	Unknown	often
		DIRECTOR OF COMMUNITY & ECON D	DH									
				ľ				CT Dark/NIVT Diain-I				
		1	1					CT Post/NYT Digital	1			
					l			Subscriptions; Square Space,				
			1		1			Zoom; Survey Monkey and Mailchimp Subscriptions				
								(web based service	1			
	1		1		1			It.				
	3		1	1				providers); professional	1			
							program expenses, on-line	memberships and registration fees; advertising				
	- 1						registration fees, digital	expenses (facebook; Star				
ECONOMIC DEVELOPMENT	BARNHART, MARK			11/25/2013		yes	subscriptions	99.9; Hearst Media)	Grade:		00760	
	Dreat and party	ENGINEERING MANAGER	POL	11/25/2015		yes	subscriptions	55.5, Flearst Media)	yes	not really	yes	
		and the manager	'0"									
							Education, office supplies			1		
							and equipment,	Reference manuals,		No, however, more expensive purchases are		In the past, Purchasing
	1						miscellaneous special	webinars, licenses,		approved through John Marsilio, Director of		has indicated to use
ENGINEERING	HURLEY, WILLIAM			3/29/2001		Yes	department supplies	equipment and supplies	No, purchased as needed	Public Works		credit card for smaller
		ASSISTANT SURVEY CREW	THEA	3/23/2001		103	department supplies	Survey equipment and	No, parchased as needed	Fubic Works	Not sure	(less than \$75) purchases
							Survey & special	supplies, materials for		Purchases over \$50 require department head		
ENGINEERING	CHIZMADIA, JOHN					Yes	department supplies	projects	No, purchased as needed	or management approval	Not sure	
		CONTROLLER	PETA				a de la composición dela composición de la composición dela composición de la composición de la composición de la composición dela composición de la composición de la composición dela composición de la composición de la composición de la composic		no, parenasca as necaca	or management approval	NOC SUICE	
					Jared Schmitt	Yes	Association Fees	Online classes, membership	NA	Not in all cases. No other practical alternative	Unknown	
FINANCE	BOSSE, CAITLIN		1	2/10/2014				fees, financial certifications		Not in all cases. No other practical alternative	CHRIDWII	
		FIRE ASSISTANT CHIEF	FIRE							No- Some items are less expensive by C,C, or		
FIRE	BARRY, PATRICK			11/9/2022	DMc and KD	Yes	routine/emergency	Best prices small items	Yes	unavailably by P.O.		
		FIRE ASSISTANT CHIEF	FIRE							No- Some items are less expensive by C.C. or		
FIRE	CAISSE, ROGER			4/18/2017	DMc and KD	Yes	routine/emergency	FD equipment	Yes	unavailably by P.O.		
j		FIRE ASSISTANT CHIEF	FIRE							No- Some items are less expensive by C.C. or		
FIRE	KALAPIR, ERIK			6/12/2013	DMc and KD	Yes	routine/emergency	Communication items	Yes	unavailably by P.O.		
		FIRE ASSISTANT CHIEF	FIRE							No- Some items are less expensive by C.C. or		
FIRE	SHERWOOD, SCHUYLER			10/25/2013	DMc and KD	Yes	routine/emergency	FD equipment	Yes	unavailably by P.O.		
		FIRE CHIEF	PFCH							No- Some items are less expensive by C.C. or		
FIRE	MCCARTHY, DENIS			10/7/2015	DMc and KD	Yes	routine/emergency	FD equipment	Yes	unavailably by P.O.		
		FIRE DEPUTY	PFCH					FD equipment, appliance		No- Some items are less expensive by C.C. or		
FIRE	DUNN, KYRAN			3/25/2015	DMc and KD	Yes	routine/emergency	repairs	Yes	unavailably by P.O.		
		FIRE LIEUTENANT	FIRE							No- Some items are less expensive by C.C. or		
FIRE	DELMHORST, ROBERT			3/25/2015	DMc and KD	Yes	routine/emergency	FD equipment	Yes	unavailably by P.O.		
		FIRE MASTER MECHANIC	FIRE							No- Some items are less expensive by C.C. or		
FIRE	DEMKO, RICHARD			3/15/2005	DMc and KD	Yes	routine/emergency	Mechanic parts	Yes	unavailably by P.O.		
		FIRE MECHANIC	FIRE							No- Some items are less expensive by C.C. or		
FIRE	GILLIS, DAVID			1/26/2023	DMc and KD	Yes	routine/emergency	Mechanic parts	Yes	unavailably by P.O.		
		SUFFRIMENDENT OF GOLF COURSE	DH							No-Some items are less expensive by C.C. or		
IRE	GOMOLA, GEORGE	ASOT OHTEF		2/8/2016	DMc and KD	Yes	routine/emergency	FD equipment	Yes	unavailably by P.O.		
IRST SELECTWOMAN	KUPCHICK, BRENDA	FIRST SELECTWOMAN	EO	2/12/2020								

									De Veu Heur & Audities			
			0			Should They Retain A	General Type of Purchases	THE RESERVE	Do You Have A Auditing		D W II O II O I	
				Credit Card	Person	Credit Card?	(EX., Programs, Projects,		Process To Inventory		Do You Have Credit Card	the state of the latest and the late
Department	Employee Name	Title	Union	Issuance Date	Responding	(Yes/No)		Casalifia Turas of Durahama	Purchased Items		Attestations Signed by	
Department	Employee Name	DIRECTOR OF HEALTH	DH	issuance Date	Responding	(Yes/No)	Events, etc.)	Specific Type of Purchases	(Yes / No)	Is there an Alternative Purchase Process?	Employee Prior to 2021?	Comments
		DIRECTOR OF HEACHT							1			
		1					As an extension discussed by	General supplies, occaisional	l.	Yes for some we could go through the	I believe we had to review	
		1			l		As previously directed by	travel costs related to	I	traditional slower process through the	an email sent by Connie	
		1					Purchasing to make small	approved out of state travel,		Purchasing Department, Some online	Saxl then reply that we	
HEALTH	CLEARY, SANDS	1		8/30/1999	Sands Cleary	V	local or online purchases	a few online services such as	have and auditing process to	The state of the s	reviewed it. I don't recall	
The Action	CLEAR 1, SANDS	FIRE ASSISTANT CHIEF	FIRE	8/20/1999	Sands Cleary	Yes	for various needed items	Survey Monkey	inventory purchased items.	credit card use.	signede attestations.	
		FIRE ASSISTANT CHIEF	FIRE						1			
		1					A		1	Yes for some we could go through the	I believe we had to review	
							As previously directed by	Constitution of the state of	la and	traditional slower process through the	an email sent by Connie	
			4				Purchasing to make small	Supplies for educational		Purchasing Department, Some online	Saxl then reply that we	
HEALTH	JARONKO (GALBO), SANTINA			8/19/2015	Sands Cleary	. v .	local or online purchases	programs and other	I.	purchases may not be able to occur with out	reviewed it. I don't recall	
TIEGETT!	JAKOIRO (GALBO), SAIVIINA	MAINTENANCE REPAIRMAN IV	DPW	8/19/2012	Sands Cleary	Yes	for various needed items	departmental needs	inventory purchased items.	credit card use.	signede attestations.	
1		IMAIN TENANCE REPAIRIMAN IV	JPW								II	
										Yes for some we could go through the	I believe we had to review	
	1						As previously directed by	Supplies for environmental	L	traditional slower process through the	an email sent by Connie	
							Purchasing to make small	l	No, we were never asked to	Purchasing Department. Some online	Saxl then reply that we	
HEALTH	GUERRERA, ROBERT			40/04/0007			local or online purchases	as thermometers, test strips,	have and auditing process to		reviewed it. I don't recall	
ITEACH	GUERRERA, ROBERT	SUPERVISOR OF NURSES	PETA	12/21/2007	Sands Cleary	Yes	for various needed items	flu/covid clinic related costs.	inventory purchased items.	credit card use.	signede attestations.	
		SUPERVISOR OF NURSES	PEIA									
										Yes for some we could go through the	believe we had to review	
	1	1					As previously directed by	L	l	traditional slower process through the	an email sent by Connie	
	1							Supplies for nursing related		Purchasing Department. Some online	Saxi then reply that we	
HEALTH	MITCHELL			2/0/2016			local or online purchases	issues including flu/covid	have and auditing process to	purchases may not be able to occur with out	reviewed it. I don't recall	
HEALIH	MITCHELL, JILL	DIRECTOR OF COCIAL VIII IN ANALYSIS	DH	2/8/2016	Sands Cleary	Yes	for various needed items	items.	inventory purchased items.	credit card use.	signede attestations.	
HUMAN SERVICES	DEMARCO, JULIE	DIRECTOR OF SOCIAL/HUMANSRVS	I DH	0/0/2040	1			table clothes, exercise				
HOWAN SERVICES	DEMARCO, JULIE	DIRECTOR OF IT	511	8/9/2018	Julie DeMarco	yes	programs, events, supplies	equipment,	no	no	no	
1		DIRECTOR OF II	DH		Dave Kelley	T ^v	Smaller IT devices, supplies,		No	Make hundreds of purchase orders (for	No	Credit card saves LOTS of
I	1					1	monthly subscriptions	converters, parts,		vendors who accept them)		time, is faster, and more
1	II.							Webex/Zoom/Free				efficient. We should
L-	W.							Conference Call/MailChimp	l l			have "cash back" cards
IT	KELLEY, DAVID			1/19/2017								that claw back some
		PROGRAMMER/ANALYST	PETA		Dave Kelley	Υ	Smaller IT devices, supplies,	Cables, toner/ink, tools,	No	Make hundreds of purchase orders (for	No	Justin backs up Dave
1							monthly subscriptions	converters, parts,		vendors who accept them)		Kelley
1								Webex/Zoom/Free				
1								Conference Call/MailChimp				
IT	LIPPMAN, JUSTIN	<u> </u>		10/19/2020								
I .	1	CHILDREN SERVICES LIBRIARIAN	PETA									
1												
		1									Prior to the recent form	
											change, the statement was	
											submitted by the	
		1									cardholder with all	
											reciepts. The	
										Most items are low in cost and many of the	Reconciliation form was	
								Art & craft supplies, etc for		online vendors will not invoice. So no	prepared and budget lines	
								children's programs. Books,	Suppy items are purchased	alternative for most. If the Town were to	were assigned by the	
							Library program supplies,	realia, media with limited	only as needed, Library	make available an amazon account to use	Deputy Town Librarian	
		1					library materials, prof dev	availability from, Staff dev	materials are cataloged in	efficiently that could be an alternative to many		
LIBRARY	LYHNE, TAMARA			4/11/2018					our ILS			i I

				Credit Card	Person	Should They Retain A Credit Card?	General Type of Purchases (EX., Programs, Projects,		Do You Have A Auditing Process To Inventory Purchased Items		Do You Have Credit Card Attestations Signed by	
Department	Employee Name	Title	Union	issuance Date	Responding	(Yes/No)	Events, etc.)	Specific Type of Purchases	(Yes / No)	Is there an Alternative Purchase Process?	Employee Prior to 2021?	Comments
LIBRARY	FISHER, JANET	DEPUTY TOWN LIBRIARIAN HEAD ADULT SERVICES	PETA	12/5/2012		У	program supplies, library material, office supply, prof development, meetings and memberships	art & craft items, monthly shutterstock	Suppy items are purchased only as needed. Library materials are cataloged in our ILS	Most items are low in cost and many of the online vendors will not invoice. So no alternative for most. If the Town were to make available an amazon account to use efficiently that could be an alternative to many purchases.	Prior to the recent form change, Budget lines were assigned and the Reconciliation form was	
LIBRARY	BAHR, PHILIP	HEAD OF BRANCH SERVICES	РЕТА	9/25/2018		V	library materials, program supplies	library books, DVDs, occasional program supplies	Suppy items are purchased only as needed, Library materials are cataloged in our ILS	Most items are low in cost and many of the online vendors will not invoice. So no alternative for most. If the Town were to make available an amazon account to use efficiently that could be an alternative to many purchases.	Prior to the recent form change, the statement was submitted by the cardholder with all reciepts. The Reconciliation form was prepared and budget lines were assigned by the Deputy Town Librarian who was the signer of the form	
LIBRARY	SWEENEY, NANCY			8/13/2019		y		monthly zoom subs, art & craft supplies, etc., books,	Suppy items are purchased only as needed. Library materials are cataloged in our ILS	Most items are low in cost and many of the online vendors will not invoice. So no alternative for most. If the Town were to make available an amazon account to use efficiently that could be an alternative to many purchases.	Prior to the recent form change, the statement was submitted by the cardholder with all reciepts. The Reconciliation form was prepared and budget lines were assigned by the Deputy Town Librarian who was the signer of the form	
Library	SWIFT, JAMES	INFO TECH LIBRARIAN	PETA	4/25/2002		y	IT accessories, software,	minor software subscriptions on automatic renewal,	Suppy items are purchased only as needed. Library materials are cataloged in our ILS	Most purchases are for items needed as quickly as possible for IT operations to run smoothly. Due to the nature of the library's public-facing services and services, some equipment is specialized. Examples: Small, low-cost items such as plugs and cords, etc. The IT director is informed of purchases.	Prior to the recent form change, the statement was submitted by the cardholder with all reciepts. The Reconciliation form was prepared and budget lines were assigned by the Deputy Town Librarian who was the signer of the form	

Department				Credit Card	Person	Credit Card?	General Type of Purchases (EX., Programs, Projects,		Do You Have A Auditing Process To Inventory Purchased Items		Do You Have Credit Card Attestations Signed by	
Department	Employee Name	Title TEEN LIBRARIAN	Union	Issuance Date	Responding	(Yes/No)	Events, etc.)	Specific Type of Purchases	(Yes / No)	Is there an Alternative Purchase Process?	Employee Prior to 2021?	Comments
LIBRARY	LASEMAN, JENNIFER	TOWN LIBRARIAN	DH	4/13/2018		Y	Program supplies, library materials	Items for teen programming, library books and other Teen materials	4	Most items are low in cost and many of the online vendors will not invoice. So no alternative for most, If the Town were to make available an amazon account to use efficiently that could be an alternative to many purchases.	Prior to the recent form change, the statement was submitted by the cardholder with all reciepts. Budget lines were assigned and Reconciliation form was signed by the Deputy Town Librarian	2
		TOWN LIBRARIAN	DH									
LIBRARY	JARZOMBEK, SCOTT			4/19/2022		y	Professional development, incidental supplies, equipment, library materials, memberships				Prior to the recent form change, the statement was submitted by the cardholder with all reciepts. The Reconciliation form was prepared and budget lines were assigned by the Deputy Town Librarian who was the signer of the form	
		ASSISTANT DIR OF RECREATION	PETA	4-17-1-1		· ·	meterials, membersings	Constant Contact,			Yes, February 1, 2018 is on	
PARKS & RECREATION	BROWN, GAYLEN			2/6/2018	A. Calabrese	YES	Recurring memberships	TheKnot.com, SiriusXM	Yes	Not to my knowledge	file	
PARKS & RECREATION	SARDINHA, AURELIO	GENERAL SUPV OF PARKS	DPW	4/8/2016	A. Calabrese	YES	Last minute purchases	Home Depot etc	Yes	Potentially PO's but would not happen immediately	No	Would suggest CC use be limited to General Supervisor of Parks or Parks Supervisor
		GENERAL SUPV OF PARKS	PEIA									RETIRING - LAST DAY IN
PARKS & RECREATION	FOX, KEVIN			8/24/1999	A. Calabrese	NO	Last minute purchases	Home Depot etc	Yes		No	OFFICE IS 4/19/2023
PARKS & RECREATION	CATHCART, JUSTIN	MARINA COORDINATOR	THEA	0/1/2020	A Colol or	Vice				Potentially PO's but would not happen		Works weekends so having access to a CC makes sense for
PARKS & RECREATION	NOVAK, DOUGLAS	PARKS SUPERVISOR	DH	9/1/2020 9/20/2021	A. Calabrese A. Calabrese	YES YES	Last minute purchases Last minute purchases	Home Depot etc Home Depot etc	Yes Yes	immediately	Yes, January 14, 2021	emergency purchases
		REC/AQUATICS COORDINATOR	THEA	5/20/2021	7 4 53.401 535	11.0	Look Hilliage parchases	nome bepot ett	163	Potentially PO's but would not happen	No	
PARKS & RECREATION	BUCKHOLTZ, SCOTT			11/19/2021	A. Calabrese	YES	Last minute purchases	Lifeguard supplies etc	Yes	immediately		
PARKS & RECREATION	SERES, CHELSEA	YOUTH & RECREATION COORDIN	THEA	3/8/2019	A. Calabrese	YES	Camp Field Trips	Amuesment Parks and Field Trips	Yes	No, these trips are paid day of the outing	Yes, March 4, 2019	Responsibilities in office have changed. Should swap Chelsea Seres with Gianna Salce after her probation period.
		FOREMAN IV	DPW							Potentially PO's but would not happen		P Non Period
PARKS & RECREATION/GOLF COURSE	JOHNSON, JOHN	COUR COURSE THE TOTAL TO		2/8/2018	A. Calabrese	YES	Last minute purchases	Home Depot etc	Yes	immediately	No	
PARKS & RECREATION/GOLF COURSE	GRACE, PETER	GOLF COURSE SUPERINTENDENT	PCAP	10/23/2001	A. Calabrese	VEC	Last = i-v.t			Potentially PO's but would not happen		
The street of th	5.6.62, TETEN	Police Detective Sergeant	POLICE	10/25/2001	A, Calabrese	YES	Last minute purchases	Home Depot etc Fierarms related,	Yes No, careful review of	immediately Purchase order, Invoice(when possible) or	No	
POLICE	IOLI, CHRISTOPHER			7/8/2014		YES	General	Investigations, Rentals	statements each month	Petty Cash	Unknown	
		Police Captain	POLICE					Building or training related	No, careful review of	Purchase order, Invoice(when possible) or		
POLICE	GRANATA, ANTONIO			7/13/2020		YES	Maintenance & Repair	needs	statements each month	Petty Cash	Unknown	

POLICE HINE POLICE KOV POLICE KAL POLICE BRO POLICE ESP POLICE PAR POLICE RIEN	POSITO, FELIX RIS, MICHAEL ENDEAU, MATTHEW	Title Master Machanicfleet manager Police CaptainFCRD Manager POLICE CHIEF POLICE DEPUTY CHIEF POLICE LIEUTENANTS POLICE LIEUTENANTS	Union PETA Non-Union Non-Union POL POL	Credit Card Issuance Date 10/6/2010 7/13/2020 5/11/2015 5/11/2015	Person Responding	Credit Card? (Yes/No) YES YES YES YES	General Type of Purchases {EX., Programs, Projects, Events, etc.} Maintenance & Repair Food & mis. repairs Miscellaneous Expenses	Specific Type of Purchases Auto parts and repairs Food for ECC, Miscellaneous Expenses Miscellaneous Expenses Miscellaneous Expenses,	Process To Inventory Purchased Items (Yes / No) No, careful review of statements each month No, careful review of statements each month No, careful review of statements each month	Is there an Alternative Purchase Process? Purchase order, Invoice(when possible) or Petty Cash Purchase order, Invoice(when possible) or Petty Cash Purchase order, Invoice(when possible) or Petty Cash	Do You Have Credit Card Attestations Signed by Employee Prior to 2021? Unknown Unknown Yes	Comments
POLICE HINE POLICE KOV POLICE KAL POLICE BRO POLICE ESP POLICE PAR POLICE RIEN	NE, WILLIAM DVAL, PETER LAMARAS, ROBERT DODERICK, KEITH POSITO, FELIX RIS, MICHAEL ENDEAU, MATTHEW	Master Machanicfleet manager Police CaptainFCRD Manager POLICE CHIEF POLICE DEPUTY CHIEF POLICE LIEUTENANTS	PETA Non-Union Non-Union POL	10/6/2010 7/13/2020 5/11/2015 5/11/2015		YES YES YES	Events, etc.) Maintenance & Repair Food & mis. repairs Miscellaneous Expenses	Auto parts and repairs Food for ECC, Miscellaneous Expenses Miscellaneous Expenses Miscellaneous Expenses,	(Yes / No) No, careful review of statements each month No, careful review of statements each month No, careful review of	Purchase order, Invoice(when possible) or Petty Cash Purchase order, Invoice(when possible) or Petty Cash Purchase order, Invoice(when possible) or	Employee Prior to 2021? Unknown Unknown	Comments
POLICE HINE POLICE KOV POLICE KAL POLICE BRO POLICE ESP POLICE PAR POLICE RIEN	NE, WILLIAM DVAL, PETER LAMARAS, ROBERT DODERICK, KEITH POSITO, FELIX RIS, MICHAEL ENDEAU, MATTHEW	Master Machanicfleet manager Police CaptainFCRD Manager POLICE CHIEF POLICE DEPUTY CHIEF POLICE LIEUTENANTS	PETA Non-Union Non-Union POL	10/6/2010 7/13/2020 5/11/2015 5/11/2015	responding	YES YES YES	Maintenance & Repair Food & mis. repairs Miscellaneous Expenses	Auto parts and repairs Food for ECC, Miscellaneous Expenses Miscellaneous Expenses Miscellaneous Expenses,	No, careful review of statements each month No, careful review of statements each month No, careful review of	Purchase order, Invoice(when possible) or Petty Cash Purchase order, Invoice(when possible) or Petty Cash Purchase order, Invoice(when possible) or	Unknown	Comments
POLICE KOV POLICE BRO POLICE BRO POLICE ESP POLICE PAR POLICE PAR POLICE RIEN	DVAL, PETER LAMARAS, ROBERT CODERICK, KEITH POSITO, FELIX RIS, MICHAEL ENDEAU, MATTHEW	Police CaptainFCRD Manager POLICE CHIEF POLICE DEPUTY CHIEF POLICE LIEUTENANTS	Non-Union Non-Union POL	7/13/2020 5/11/2015 5/11/2015		YES	Food & mis. repairs Miscellaneous Expenses	Food for ECC, Miscellaneous Expenses Miscellaneous Expenses Miscellaneous Expenses,	statements each month No, careful review of statements each month No, careful review of	Petty Cash Purchase order, Invoice(when possible) or Petty Cash Purchase order, Invoice(when possible) or	Unknown	
POLICE KAL POLICE BRO POLICE ESP POLICE PAR POLICE RIEN	LAMARAS, ROBERT ODERICK, KEITH POSITO, FELIX RIS, MICHAEL ENDEAU, MATTHEW	POLICE CHIEF POLICE LIEUTENANTS POLICE LIEUTENANTS	Non-Union Non-Union POL	7/13/2020 5/11/2015 5/11/2015		YES	Food & mis. repairs Miscellaneous Expenses	Food for ECC, Miscellaneous Expenses Miscellaneous Expenses Miscellaneous Expenses,	No, careful review of statements each month No, careful review of	Purchase order, Invoice(when possible) or Petty Cash Purchase order, Invoice(when possible) or	Unknown	
POLICE KAL POLICE BRO POLICE ESP POLICE PAR POLICE RIEN	LAMARAS, ROBERT ODERICK, KEITH POSITO, FELIX RIS, MICHAEL ENDEAU, MATTHEW	POLICE CHIEF POLICE LIEUTENANTS POLICE LIEUTENANTS	Non-Union POL	5/11/2015		YES	Miscellaneous Expenses	Expenses Miscellaneous Expenses Miscellaneous Expenses,	statements each month No, careful review of	Petty Cash Purchase order, Invoice(when possible) or		
POLICE BRO POLICE ESP POLICE PAR POLICE RIEN	ODERICK, KEITH POSITO, FELIX RIS, MICHAEL ENDEAU, MATTHEW	POLICE DEPUTY CHIEF POLICE LIEUTENANTS POLICE LIEUTENANTS	Non-Union POL	5/11/2015		YES	Miscellaneous Expenses	Miscellaneous Expenses Miscellaneous Expenses,	No, careful review of	Purchase order, Invoice(when possible) or		
POLICE BRO POLICE ESP POLICE PAR POLICE RIEN	ODERICK, KEITH POSITO, FELIX RIS, MICHAEL ENDEAU, MATTHEW	POLICE LIEUTENANTS POLICE LIEUTENANTS	POL	5/11/2015				Miscellaneous Expenses,	·		Yes	
POLICE ESP POLICE PAR POLICE RIEN	POSITO, FELIX RIS, MICHAEL ENDEAU, MATTHEW	POLICE LIEUTENANTS POLICE LIEUTENANTS	POL					Miscellaneous Expenses,	ototellielle edell monell	Tetty cash	lies .	\
POLICE ESP POLICE PAR POLICE RIEN	POSITO, FELIX RIS, MICHAEL ENDEAU, MATTHEW	POLICE LIEUTENANTS				YES						
POLICE ESP POLICE PAR POLICE RIEN	POSITO, FELIX RIS, MICHAEL ENDEAU, MATTHEW	POLICE LIEUTENANTS				YES		employee recognition	No, careful review of	Purchase order, Invoice(when possible) or		
POLICE PAR POLICE RIEN	POSITO, FELIX RIS, MICHAEL ENDEAU, MATTHEW	POLICE LIEUTENANTS		2/21/2018			Miscellaneous Expenses	programs	statements each month	Petty Cash	Yes	
POLICE PAR POLICE RIEN	RIS, MICHAEL		POL	2/21/2018				Training, Classes,				
POLICE PAR POLICE RIEN	RIS, MICHAEL		POL	2/21/2018				Memberships and	No, careful review of	Purchase order, Invoice(when possible) or		
POLICE RIEN	ENDEAU, MATTHEW		POL			YES	Classes and Memberships	Certifications	statements each month	Petty Cash	Unknown	
POLICE RIEN	ENDEAU, MATTHEW							Building projects, ECC				
POLICE RIEN	ENDEAU, MATTHEW							Equipment, Computer	No, careful review of	Purchase order, Invoice(when possible) or		
				9/16/2015		YES	Maintenance & Repair	related repairs	statements each month	Petty Cash	Unknown	
		POLICE LIEUTENANTS	POL						No, careful review of	Purchase order, Invoice(when possible) or		
POLICE IRIZ				3/24/2021		YES	Miscellaneous Expenses	Miscellaneous Expenses	statements each month	Petty Cash	Unknown	
POLICE		POLICE LIEUTENANTS	POL						No, careful review of	Purchase order, Invoice(when possible) or		
	ZARRY, HECTOR			1/26/2023		YES	Miscellaneous Expenses	Traffic Unit, Marine Unit	statements each month	Petty Cash	Unknown	
L		POLICE OFFICER	POL					Building Maintenance, Food fo	No, careful review of	Purchase order, Invoice(when possible) or		
POLICE PAN	NILAITIS, MATTHEW			6/14/2019		YES	Maintenance & Repair	building Maintenance, Food I	statements each month	Petty Cash	Unknown	
		POLICE SERGEANT	POL					Training, Training Classes,	No, careful review of	Purchase order, Invoice(when possible) or		
POLICE STAI	AHL, MICHAEL			2/5/2021		YES	Classes and Memberships	Memberships	statements each month	Petty Cash	Unknown	
L 1 ₀		Police SergeantSchool Resource Superv	POL						No, careful review of	Purchase order, Invoice(when possible) or		
POLICE WILT	LTSIE, JAMES			5/14/2016		YES	Programs and Projects	School Safety, Marine Unit	statements each month	Petty Cash	Unknown	
		POLICE CAPTAIN	Non-Union									
			1 1					Miscellaneous Expenses,				
			1 1					Food for Community and				
POLICE	IHE, EDWARD		1 1					Staff Meetings, employee	No, careful review of	Purchase order, Invoice(when possible) or		
POLICE				1/28/2016		YES	Miscellaneous Expenses	recognition programs	statements each month	Petty Cash	Unknown	
POLICE/ANIMAL CONTROL MILL		ANIMAL CONTROL OFFICER	PETA				Animal and Personnel		No, careful review of	Purchase order, Invoice(when possible) or		
POLICE/ANIMAL CONTROL MILL	LER, PAUL	DUM DING MAINT CURENUESS		9/9/2003		YES	Support	Animal Food, Temp Uniforms	statements each month	Petty Cash	Unknown	9 month wait tme on ur
		BUILDING MAINT SUPERVISOR	PETA									
								bldg maint supplies, parts,				
PUBLIC WORKS RYAN	AN, JAMES	_					Projects, Events, Public	special orders, online				
FUBLIC WORKS		GENERAL TREE FOREMAN	PETA	5/4/2015	Patti/James	Yes	Safety	purchases, training	yes	No	No	
PUBLIC WORKS MINE	NDER, JEFFREY	GENERAL TREE FOREMAN	PEIA	4/40/0045	B 444 M			trees supplies, licenses,				
OBEIO WORKS		MAINTENANCE REP III	DPW	4/10/2015	Patti/Jeff	Yes	Programs, Events	conferences/workshops	yes	No	No	
PUBLIC WORKS RIGO	SOLI, VINCENT	MAIN FENANCE REP III	DPW	0/42/2040	5			day to day department				
Notes Works		MAINTENANCE REP III	DPW	8/13/2019	Patti/James	Yes	Projects	supplies	yes	No	No	
PUBLIC WORKS TEST	STA. GARY	WAINTENANCE NET III	DFW	8/13/2019	Patti/James			day to day department				
TEST		MAINTENANCE REPAIRMAN II	DPW	8/15/2019	Pattijjames	Yes	Projects	supplies	yes	No	No	
		WAINTENANCE REPAIRWANT II	Drw				D					
PUBLIC WORKS DITU	ULLIO, JOHN			7/15/2015	Patti/George	Yes	Day to day supplies needed, Events, Public Safety	L:-k		l.,		
		MAINTENANCE REPAIRMAN II	DPW	7/13/2013	Patti/George	res	Events, Public Safety	highway job supplies	yes	No	No	
PUBLIC WORKS WAL	LKINSHAW, RYAN		"	11/15/2016	Patti/James	Yes	Projects	day to day department supplies		N ₁₋	1	
		MASTER MECHANIC POLICE	DPW	11/13/2010	rottlyanies	162	riojects		yes	No	No	
PUBLIC WORKS HAYE	YES, DANIEL		- "	11/16/2016	Patti/James	Yes	Projects	day to day department			l	
		PART TIME DRIVER	PT	11/10/2010	ractifiantes	res	riujects	supplies	yes	No	No	
		9454400 10007 = 1	''	ľ				substitution to Auto				
		l						subcription to Automotive Repair Info (Motologic),			1	
							Parts, Training, Department					
PUBLIC WORKS VORI	RNKAHL, EDWARD			2/2/2021	Patti/Dean	Yes	Supplies		yes	No	No	

				Credit Card	Person	Credit Card?	General Type of Purchases (EX., Programs, Projects,		Do You Have A Auditing Process To Inventory Purchased Items		Do You Have Credit Card Attestations Signed by	
Department	Employee Name	Title	Union	Issuance Date	Responding	(Yes/No)	Events, etc.)	Specific Type of Purchases	(Yes / No)	Is there an Alternative Purchase Process?	Employee Prior to 2021?	Comments
OWN CLERK	BROWNE, BETSY	TOWN CLERK	EO	9/17/2020		, majorice conti	- William Cont.		102241020	THE PROPERTY OF THE PROPERTY O	Employee Filor to 20221	Comments
VPCA	BODIE, JOHN	SUPERINTENDENT OF WPC FAC/OP	PETA	10/12/1999								

SURVEY RESPONSES (EXAMPLES)

JUSTIFICATION FOR CREDIT CARD

In response to the question of whether there is an alternative purchasing process, responses varied from "no" to the following examples:

- Request to be invoiced by vendor when possible (Conservation)
- Not really (Economic Development)
- Purchases over \$50 require department head approval (Engineering)
- Yes-for some we could go through the traditional slower process; some online purchases many not be able to occur without credit card use (Health)
- Make hundreds of purchase orders for vendors who accept them (IT)
- Most items are low in cost and many of the online vendors do not invoice. So no alternative for most. If the Town were to make available an amazon account to use efficiently that could be an alternative to many purchases. (Library)
- Most purchases are for items needed as quickly as possible for IT operations to run smoothly. Due to the nature of the library's public-facing services...some equipment is specialized. Examples: small, low cost items such as plugs and cords, etc. The IT director is informed of purchases. (Library)
- Potentially PO's but would not happen immediately. (Parks)
- Purchase order, invoice (when possible) or petty cash (Police)

In response to the question regarding attestations signed prior to 2021, Fire did not respond and other responses include:

- Unknown (Conservation)
- Yes (Economic Development)
- Not sure (Engineering)
- Unknown (Finance)
- Believe we had to review an email sent by Connie Saxl then reply that we reviewed it-no recollection of signing an attestation (Health)
- Prior to the recent form change, the statement was submitted by the cardholder with all receipts. The reconciliation form was prepared and budget lines were assigned by the Deputy Town Librarian who was the signer of the form (Library)
- Yes. February 1, 2018 is on file (Parks)
- Yes, January 14, 2021 (Parks)
- Unknown (Police)
- No (Public Works)

Under comments, the responses include the following:

• In the past, Purchasing has indicated to use credit card for smaller purchases (less than \$75) (Engineering)

- Credit card saves LOTS of time, and more efficient. We should have "cash back" cards that claw back some. (IT)
- Would suggest credit card use be limited to General Supervisor of Parks or Parks Supervisor ((Parks)
- Work weekends to having access to credit card makes sense for emergency purchases (Parks)

From:

Simpson, Cathleen

Sent:

Tuesday, January 31, 2023 2:45 PM

To:

'Lori T. Charlton'

Subject:

RE: AMEX Request

No worries!

From: Lori T. Charlton < ltcharlton@optimum.net>

Sent: Tuesday, January 31, 2023 2:24 PM

To: Simpson, Cathleen <CSimpson@fairfieldct.org>

Subject: Re: AMEX Request

Thanks, I will try you in a little bit. PS, sorry about the misspelling of your name below – spellcheck problems!

Sent from my iPhone

On Jan 31, 2023, at 2:10 PM, Simpson, Cathleen < CSimpson@fairfieldct.org > wrote:

Hi Lori,

Sorry for the delayed response. I was in meetings and just getting some air finally! I am available if you would like to call me. You can call my cell phone at (203) 526-3332.

Best,

Cathleen

From: Lori T. Charlton < ltcharlton@optimum.net>

Sent: Monday, January 30, 2023 6:42 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Subject: Re: AMEX Request

Kathleen,

Do you have some time to catch up tomorrow? I am traveling back to Connecticut in the morning, but I'm available in the afternoon. Please let me know.

Regards

Lori

Sent from my iPhone

Good Evening,

I spoke to Jim Baldwin who reported he had a telephone conversation with Ms. Kery concerning her FOIA request. My understanding its being addressed. If you need further assistance from me or the HR Team, please do not hesitate to contact me.

Happy Thanksgiving!

Best,

Cathleen

From: Simpson, Cathleen

Sent: Tuesday, November 22, 2022 11:58 AM

To: 'Lori T. Charlton' < ltcharlton@optimum.net; Baldwin, James

<jbaldwin@cbklaw.net>

Cc: DeWitt, Christopher < chrisdewitt103@gmail.com; Schmitt, Jared

<<u>JSchmitt@fairfieldct.org</u>>; Foley, Gerald <<u>GFoley@fairfieldct.org</u>>; Ritchey, Peter

<PRitchey@fairfieldct.org>
Subject: RE: AMEX Request

Good Afternoon,

I will follow up on this. I have a FOIA request from Dana Kery for a seemingly unrelated matter which I am working on. We are a bit behind due to the volume but will make this a priority.

Best,

Cathleen

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Cc: DeWitt, Christopher < chrisdewitt103@gmail.com; Simpson, Cathleen

< CSimpson@fairfieldct.org>; Schmitt, Jared < JSchmitt@fairfieldct.org>; Foley, Gerald

<<u>GFoley@fairfieldct.org</u>>; Ritchey, Peter <<u>PRitchey@fairfieldct.org</u>>

Subject: Re: AMEX Request

Thank you. Will wait to hear back from Cathleen.

Sent from my iPhone

On Nov 22, 2022, at 10:42 AM, James Baldwin < jbaldwin@cbklaw.net> wrote:

Hi Lori:

I am sharing your email with the appropriate principals involved. The HR department, soon to be staffed with a new paralegal, is handling all FOI compliance matters going forward.

As I am not familiar with the details of this request or where the compliance stands, I defer to this team for a response to your specific questions and concerns.

Best, Jim

James T. Baldwin <image001.jpg> Town Attornev

Coles, Baldwin, Kaiser & Creager LLC

Attorneys and Counselors at Law 1 Eliot Place, 3rd Floor Fairfield, Connecticut 06824

Tel: 203.319.0800 (Ext 302)

Fax: 203.319.1210

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From: Lori T. Charlton < ltcharlton@optimum.net Sent: Tuesday, November 22, 2022 9:16 AM To: James Baldwin < jbaldwin@cbklaw.net Cc: Chris DeWitt < ChrisDeWitt103@gmail.com >

Subject: Fwd: AMEX Request

Jim,

I hope you are well. I am not sure if this request is most appropriately addressed to you from a legal perspective or to Cathleen from a FOIA perspective, but I trust you can advise me appropriately.

Dana Kery's email (below in the chain) raises a number of concerns for me.

First, she has made a FOIA request related to the Town's Amex credit card transactions that she believes has not been adequately addressed, and she indicates her intent to file a complaint. I hope that someone can look into this promptly and the request can be satisfied without a complaint being filed and having the Town cost incur additional costs to respond. I'm no expert on the intricacies of FOIA, but she doesn't appear to be requesting any information that is confidential or can't be provided. I leave that to you.

Second, she indicates that the Amex information she did receive raised concerns that were similar to the issues raised in the DPW audit. I don't have the information to make a judgement on this but I would like these concerns to be taken seriously and vetted, minimally by our Internal Auditor. As you may recall, the DPW audit was issued 2 1/2 years ago, and its findings included serious weaknesses with purchasing policies and procedures. The most significant recommendations in that report (relating to development of a revised purchasing policy) remain unaddressed, inexcusably and to the great frustration of everyone on the BOF. So while I have no idea whether Ms. Kery's concerns are legitimate, they certainly raise red flags and alarm bells for me.

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Please advise. Thank you.

Lori

Sent from my iPhone

Begin forwarded message:

From: Dana Kery <<u>danakery@gmail.com</u>>
Date: November 21, 2022 at 3:18:39 PM EST

To: Lori Charlton < ltcharlton@optimum.net, Chris

Dewitt < chrisdewitt103@gmail.com>

Subject: Fwd: AMEX Request

Hello Lori and Chris,

As a follow up to a Town of Fairfield internal audit presented by Connie Nolfi to BOF, March 2021, I emailed a request to Jared Schmitt to view or receive copies of the Town of Fairfield American Express credit card statements, including usage by all card holding Town employees. My original email request was 9/12/22, which I received a confirmation of receipt on 9/19/22. On 10/14/22, I received pdf copies of the monthly summaries, not the individual statements, and a copy of the Town credit card policy via email.

After reviewing the summaries, on 10/14/22, I emailed a request to view the reconciliation statements associated with the monthly summaries. I have not received a reply; I sent a follow up request to view the

documents on 11/3/22 and 11/15/22. I have not received a reply.

The DPW audit completed by Joe Centofanti indicated there were 12 Town employees holding an American Express card; I am not certain if Joe was only including DPW employees or all Town employees. These monthly summaries indicate there are 90 Town American Express cardholders.

I have lost track of the implementation of the updated purchasing policy by the Audit Subcommittee. I wanted to loop you both in as these monthly summaries potentially present with similar concerns found in the DPW audit and the internal audit. I do plan to file a complaint with CT FOI Commission, as I believe the denial to view the documents is an unreasonable denial.

Thanks. Dana

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From: Dana Kery

<danakery@gmail.com>

Date: November 3, 2022 at 3:07:23 PM

EDT

To: "Schmitt, Jared"

<JSchmitt@fairfieldct.org>
Subject: Re: AMEX Request

Hello Jared,

Following up on my request to view the reconciliation statements associated with the June, July, August 2022 Town of Fairfield American Express statements.

Thank you. Dana Kery

Sent from my iPhone

On Oct 14, 2022, at 3:52 PM, Dana Kery <<u>danakery@gmail.com</u> > wrote:

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Thank you.

Dana

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Hi Dana,

Please see the attach ments for credit policy, form, and monthl y reports.

6

Let me know if you have questio ns.

Jared Schmitt Chief Fiscal Officer

Town of Fairfiel d Sullivan Indpen dence Hall 725 Old Post Road Fairfiel d, CT 06824

203.256.3032

<CC Request Form.pdf>
<Credit Card Policy.pdf>
<20220919120114.pdf>
<20220919120041.pdf>
<20220919120011.pdf>

From:

Simpson, Cathleen

Sent:

Tuesday, January 31, 2023 3:30 PM

To: Subject: 'Lori T. Charlton' RE: AMEX Request

Hi Lori,

I am in a meeting at 3:30 and then have to hop over to the Clerk's office. I should be available at 4:14 and thereafter.

Best,

Cathleen

From: Lori T. Charlton < ltcharlton@optimum.net>

Sent: Tuesday, January 31, 2023 2:24 PM

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Let me know if you have questio ns.

Jared Schmitt Chief Fiscal Officer

Town
of
Fairfiel
d
Sullivan
Indpen
dence
Hall
725 Old
Post
Road
Fairfiel
d, CT
06824

203.256.3032

<CC Request Form.pdf>
<Credit Card Policy.pdf>
<20220919120114.pdf>
<20220919120041.pdf>
<20220919120011.pdf>

From:

Simpson, Cathleen

Sent:

Thursday, February 2, 2023 11:37 AM

To:

'Lori T. Charlton' Baldwin, James

Cc: Subject:

Follow up to Our Discussion on 2/1/23

Good Morning Lori,

I want to thank-you for taking the time yesterday to discuss issues connected with the BOF and the pending HR investigation. I appreciate your input and understanding as to the confidentiality of the process at this juncture.

I also wanted to assure you that the subject matter under investigation has no substantive connection to ongoing capital projects associated with the WPCA, such as the East Sewer line. In other words, I see no reason for the BOF not to conduct business as usual. I hope this is helpful.

I most appreciate your support and guidance. Your insight is very helpful to the HR team. I hope to have information to share in the very new future with you and the members of the BOF.

In the interim, please do not hesitate to contact me if I can be of assistance.

Best,

Cathleen

Cathleen H. Simpson

Human Resources Director

Town of Fairfield

Sullivan Independence Hall

725 Old Post Road

Fairfield, CT 06824

(475) 350-6002

From:

Simpson, Cathleen

Sent:

Friday, February 17, 2023 5:08 PM

To:

Charlton, Lori

Cc:

DeWitt, Christopher; Courtemanche, Joanne

Subject:

Information

Good Evening Lori,

I was hoping to get the information to you as discussed today but need more time. Monday is a holiday so I will get the information to you on Tuesday.

I hope you enjoy your weekend.

Best,

Cathleen

Cathleen F. Gimpson
Human Resources Director
Town of Fairfield
Gullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

From:

Simpson, Cathleen

Sent:

Tuesday, February 21, 2023 6:14 PM

To:

Charlton, Lori

Cc:

DeWitt, Christopher; Courtemanche, Joanne; Baldwin, James

Subject:

Follow up

Good Evening Lori,

I did not forget about you. I have been working on getting you the information and thought I would have it done by now-to many interruptions today, particularly with the budget this week and HR is presenting tonight for the THEA cba. I need a few more hours to get this together and stopping work now to grab a bite before the committee meeting.

Will have something for you tomorrow.

Best,

Cathleen

Cathleen II. Gimpson Human Resources Director Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

From:

Simpson, Cathleen

Sent:

Wednesday, February 22, 2023 4:56 PM

To:

Charlton, Lori

Cc:

DeWitt, Christopher; Baldwin, James; Courtemanche, Joanne

Subject:

Follow Up to Our Meeting Held on 2/13/23

Attachments:

January 2021 email with attached policies and forms.pdf; Email Simpson Dewiitt Charlton Baldwin.pdf; Updated reconcilaiton voucher form and out of state travel form.pdf; January 2023 Email with policy and forms.pdf; Pertinent Policies in addition to those attached to Saxl January 2023 email.pdf; Attached Image from HR Copier; January

2021 email with attached policies and forms.pdf

Good Afternoon Lori,

I have attached the following records in response to your request for information to Connie Saxl:

- Email between Simpson, Charlton, DeWitt, Baldwin
- Email from Concetta Saxl, January 12, 2021, with attached policies and forms
- Email from Concetta Saxl, January 6, 2023, with attached policies and forms.
- Revised Reconciliation Voucher Form and Sample/Revised Travel Form and Sample
- Pertinent Policy/Code
- Amex Statements January-June 2022

The attached Amex statements are an attempt to respond to our request for a report showing "the volume of credit card purchased, expressed in terms of number of transactions and dollars, for each department including FPS." You did not provide a time frame but I presume for the past and/or current fiscal year?

I did not include all of them as they do not break up the purchases by department. The underlying statements break it down by individual card holder with the Department to which they are assigned. Because the underlying data relates to a pending investigation, I cannot disclose it at this time. However, I have requested of the Department Heads of Finance and Purchasing to determine if they can create a report for your demonstrating this information.

Likewise, I have requested from the same department heads whether they can provide a report showing the "extent of exceptions we process (missing receipts, other issues)".

I have also referred your questions (see below) to the appropriate parties to respond to in addition to providing you the background of the credit card policy from January 2021to present. In addition to the attached information, below I put together the background of the credit card policy from January 2021 to present, including notice to employees, as well as the pertinent policies, procedures and law associated with a pending HR investigation.

Background of the Credit Card Policy from January 2021 to Present

In response to the Senior Internal Auditor's recommendation for training for all cardholders and their supervisors, management in January, 2021:

• Redistributed to each cardholder (See Email of January 12, 2021).

- Required cardholders to return a memorandum of understanding that have read and understood the credit card policies and they will comply with its terms and conditions.
- Provided cardholders with a top ten list of the most important points within the policy for card members to abide by.
- Notified cardholders that strict penalties will be applied if they are found to be in non-compliance.

A review of the January, 2021 policy revealed that the policy issued in 2021 needed revision to include for Department Heads to forward his/her monthly statements to the CFO for review and approval as under the current policy. Ms. Saxl issued the updated policy as well as other pertinent policies, forms and the required MOU to be signed and returned to her by January 18, 2023. (See Email with attachments of January 6, 2023)

On or about January 30, 2023 as part of a review being conducted by Human Resources, it was determined that the reconciliation voucher sheet should require cardholders to provide more detailed information as well as an attestation that the card holder did not make charges that violate purchasing rules. (See Attached Revised Reconciliation Voucher/Sample) Also, the reconciliation voucher sheet added a reminder about potential consequences for not following the policy or committing fraud. An out of state travel request form was revised along with a sample as well.

On February 16, 2023, Department Heads at the Department Head meeting were provided the updated reconciliation voucher sheet along with samples of how to complete the form going forward. Pertinent policies, with links, were are also referenced in the updated reconciliation form. (See attached pertinent policies referenced in the reconciliation form)

At the February 16, 2023 Department Head meeting, it was stressed by the CFO and HR for Department Heads to consider who has been issued credit cards and why. During the meeting, Adam Tulin, Director of Purchasing, recommended consideration of using Amazon Business for Town charges (https://business.amazon.com/en/work-with-us/government) to avoid unnecessary tax charges as well as reporting and limiting access to only certain administrators, which will be followed up on.

Notice to Employees of Pertinent Policy

To ensure employees are receiving all pertinent policies, including the credit card policy, Human Resources is in the process of downloading employee policies, including the credit card holder policy and travel/meeting policy, as well as creating an employee handbook which will also be on line. Additionally, the handbook shall be issued to new employees as part of onboarding and to current employees as an email read/sign.

Pending Human Resource Administrative Investigations

I wanted to clarify the policies, procedures, and law which HR must follow during the pendency of an investigation concerning alleged employee misconduct. Notwithstanding these, I agreed during our meeting that whatever information, I can provide at this time, without compromising the integrity of an investigation, would be disclosed to you.

Pursuant to the Standards of Conduct Municipal Fraud Policies and Procedures Policy (attached under pertinent policies), Human Resources commenced investigations of alleged violation of standards of conduct and traud. The policy sets forth HR's responsibilities, which include maintaining confidentiality while the investigation is pending.

Additionally, the information under review as part of the investigation exempt under FOIA at this time pursuant to sections 1-210(b) (4) and 1-210 (b) (3) (D) of the Connecticut General Statutes. When the investigation is concluded, any and all information subject to disclosure will be made available to the public.

Union members under investigation may have a right to union representation (known as Weingarten rights) for the following situations:

- "Investigatory interviews," in which Human Resources is seeking to elicit facts, to have the employee explain his or her conduct, to discover the employee's "side of the story" or to obtain admissions or other evidence.
- Human Resources request for a written statement or written answers to interrogatories about an incident in which the employee's own conduct may be at issue.

We want to ensure during the course of the investigatory process to do our best to avoid or at least minimize rumor or workplace gossip.

Outstanding Questions

As aforementioned, I have forwarded the following questions which I gleaned from your email to the appropriate parties for response:

- How does purchases over \$1,000 requiring advance approval from the department head and the CFO tie in with the Town's existing policies? (For example, if there is large credit card purchase, are the CFO and department head now responsible for ensuring that multiple quotes have been obtained, or that the purchase complies with an existing bid, or that there should be a bid due to the level of vendor activity, or a bid waiver...etc? Is there any dollar limit associated with individual credit card purchases?
- Is there clear criteria in place for those individuals to follow and that approvals are made based on a policy, consistent with whatever policies are in place if the purchase was made with a different payment method?
- Has there been any reconsideration of the Town's policy of giving discretion to department heads to determine who in their organization should have credit cards?
- Processes around review of the reconciliation vouchers.
 - 1. Are the vouchers prepared within the department by a designated employee and signed off by the department head?
 - 2. Does the finance department have any responsibility to review these reconciliation packages for compliance before the Amex bill is paid, or do they simply accept what has been approved by the department?
 - 3. If there is a review for compliance, how is this done and using what guidance?
 - 4. Who evaluates and approves credit card purchases for other members of senior management (and the CFO)?
- Revised Policy: the revised policy-see January 2023 email from Ms. Saxl, lists several guidelines around appropriate use of credit cards, including:
 - 1. Not using credit cards to "split' purchases and avoid bidding requirements
 - 2. Not using credit cards in a way that prevents advantageous procurement practices through use of volume discounts or preferred vendors
 - 3. Avoiding use for capital purchases such as computers
 - 4. Smaller issues such as avoiding paying sales tax, shipping, etc.

Is there any control in place to evaluate whether these guidelines are actually being adhered to?

Cuthleen H. Dimpson
Human Resources Director
Town of Fairfield
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

From:

Saxl, Concetta

Sent: To:

Tuesday, January 12, 2021 9:59 AM

Bahr, Philip; Barnhart, Mark; Bisson, Scott; Bodie, John; Bosse, Caitlin; Broderick, Keith; Brown, Gaylen; Bucherati, John; Caisse, Roger; Cathcart, Justin; Chizmadia, John; Cleary, Sands; Coarse, Thomas; Delmhorst, Robert; DeMarco, Julie; Demko, Rich; DiTullio, John; Dunn, Kyran; Esposito, Felix; Fisher, Jan; Fox, Kevin; Jaronko, Santina; Gomola, George; Grace, Peter; Granata, Antonio; Guerrera, Robert; Gunter, Gregory; Hayes, Dan; Hine, Bill; Hurley, William; Ioli, Christopher; Johnson, John W.; Jones, Edward; Kalamaras, Robert; Kalapir, Erik; Kelley, David; Kimball, Craig; Koval, Peter; Kupchick, Brenda; Laseman, Jennifer; Lippman, Justin; Lyhne, Tamara; McCarthy, Denis; Miller, Paul; Minder, Jeffrey; Mitchell, Jill; Murtha, Helene; Norton, William; Panilaitis, Matt; Paris, Michael; Paules,

Sherwood, Schuyler; Smith, Donald; Sweeney, Nancy; Swift, Jim; Testa, Gary; Tursi, Chris; Weihe, Edward; Brown, Gaylen; Wiltsie, James; Browne, Betsy; Barry, Kiva

Virginia; Perez, James; Rigoli, Vinny; Ryan, James; Sardinha, Aurelio; Seres, Chelsea;

Cc:

Foley, Gerald; Schmitt, Jared; Bremer, Tom

Subject: Attachments:

Town Credit Card Policy and Procedures - Please Read

Credit Card Policy.pdf; Travel Meeting Expense Report 2020.docx; Credit Card - Missing

Receipt Form.xlsx

Town Credit Cardholders:

Please find attached the Town of Fairfield credit card policy. As a cardholder, you are required to understand and abide by the policies and procedures, responsibilities and limitations associated with this policy and the use of the Town's credit card.

Please read the attached policy and complete the last page entitled "Cardholder Memorandum of Agreement" and forward the completed page back to me by January 19, 2021.

Top 10 Reminders:

- 1. Reconciliation Voucher Packages for your credit card purchases are required to be submitted to the Finance Department on a timely basis each month (within 10 days of American Express statement closing date).
- 2. All backup documentation, i.e., receipts, sales slips, "Travel and Meeting Expense Report" must be attached to your Reconciliation Voucher sheet.
- 3. If you lose a receipt, please complete the "Missing Receipt Form" and attach the completed form to your Reconciliation Voucher.
- 4. Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- 5. Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason the Town approved vendor for office supplies.
- 6. Gasoline should not be purchased on the Town credit card. Use the Travel and Meeting Expense Report for reimbursement for mileage of personal vehicles or use the Town gas pumps for Town vehicles.
- 7. Do not pay state sales tax. Remember to tell the cashier at time of purchase that the Town of Fairfield is a municipality and is tax exempt from state sales tax.
- 8. All information technology purchases must first be pre-approved by the Director of Information Technology.
- 9. Use the free shipping option for all purchases whenever available.
- 10. All Food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.

Please feel free to contact me if you have any questions. Thank you.

2021

Connie M. Saxl Internal Auditor

Town of Fairfield

Sullivan Independence Hall 725 Old Post Road

Fairfield, CT 06824

Phone (203) 256-2919 Fax (203) 255-7380

Town of Fairfield Credit Card Policy

Memorandum of Understanding

Between:	
	Employee Name (Cardholder)
And:	
	Director of Purchasing (Credit Card Administrator)

The purpose of this memorandum of understanding is to summarize the policies and procedures, responsibilities and limitations associated with the use of the Town's procurement (credit) card; to acknowledge that you understand your responsibilities as a cardholder, including punitive sanctions for misuse of your credit card.

The card is issued to you as a delegation of authority to make purchases on behalf of the Town, as a tool to consolidate payables, shorten lead-time and reduce administrative costs.

I. General Policies:

• The unique credit card that you will receive has your name embossed on it. No member of your staff, your family, your supervisor or anyone else may use this card. It is the cardholder's responsibility to safeguard the credit card and account number at all times. Misuse of your card will be considered a violation of trust and may require that the card be withdrawn with subsequent disciplinary action.

THE CREDIT CARD IS NOT BE USED FOR PERSONAL PURCHASES:

 The credit card must not be used for personal purposes or for items purchased for others that are personal in nature. This includes alcoholic beverages, cash advances, gift certificates, fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc.

- You must comply with Federal, State and Town Ordinances, Charter provisions, regulations, policies and procedures.
- Purchases must not be split to avoid Town bidding requirements.
- Capital items must not be purchased on the credit card. This
 includes computers, machinery, equipment and other items with
 individual costs greater than \$1,000.
- Use of the credit card is not intended to replace effective procurement planning which enable volume discounts.
- The nature of all purchases must be substantiated at all times and you must be able to validate the official need for the purchase. If you cannot substantiate whether the purchase was necessary and for official Town use, disciplinary action may occur.
- Consequences of misuse of the credit card may include any one or combination of the following remedial actions:
 - Verbal notification of infraction;
 - Written notification of infraction with copies sent to the Chief Elected Official;
 - · Card suspension with permanent loss of privileges;
 - Disciplinary action up to and including personal liability and repayment.
- Questions concerning procurement regulations should be directed to the Director of Purchasing.

II. Prudent Judgement for Purchases

Employees must use prudent judgement whenever using the Town credit card for department purchases. Department Heads must do their best to limit the use of their credit card and have department required purchases initiated by the person most knowledgeable about the expenditure.

III. <u>Purchasing Procedures at Merchant's Site, Telephone Order</u> or Internet:

- You may use your credit card at any merchant that accepts American Express credit cards for payment of purchases.
- Notify the merchant that the purchase is for the Town of Fairfield and that it is exempt from state sales tax. The vendor may ask you to provide a Cert 134 form (for commodities) and Department of Revenue Services - Statement of Tax Exempt Status. Meals and lodging use the Cert-112. These forms may be obtained from the Purchasing Department.
- Obtain a sales receipt for all purchases.
- Obtain and retain your sales receipts for verification and reconciliation to your monthly Statement of Account from American Express.
- Whenever possible <u>use the free shipping option</u> if it is available to you.
- Consult with Purchasing to ensure that you are using preapproved local order vendors when making purchases.

IV. Procedures After Purchase:

 At the close of each billing cycle, you will receive a Statement of Account from American Express. The statement will itemize each transaction charged to your credit card account.

Upon receipt of the Statement, complete each of the actions listed below:

- 1. Compare your receipts to the monthly Statement of Account from American Express for accuracy.
- 2. Obtain a blank copy of a Reconciliation Voucher sheet from the Finance Department. (Attached)
- 3. Record credit card expenditures by appropriate general ledger account number and amount on the Reconciliation Voucher.
- 4. Attach copies of the sales receipts and monthly Statement of Account from American Express to the Reconciliation Voucher. Attach all credit vouchers (if applicable) to the Reconciliation Voucher.
- 5. The total expenses recorded per the Reconciliation Voucher must agree to the total expenditures per the monthly Statement of Account from American Express.
- 6. A minimum of the following two signatures are required on the Reconciliation Voucher:

You - The Cardholder

Immediate Supervisor (if applicable)

Department Head

The Department Head must <u>ALWAYS</u> sign the Reconciliation Voucher designating approval. If the cardholder is the Department Head, then the signature of the Chief Fiscal Officer must be obtained designating review and approval.

7. Forward the Reconciliation Voucher and receipts to the Finance Department <u>within five working days</u> of receipt of the monthly Statement of Account from American Express.

V. <u>Travel and Meeting Documentation</u>:

- All items charged to your credit card for the purpose of Town-related travel and meetings (including luncheons, dinners, seminars, etc.) must be justified by proper sales receipts and <u>be fully documented on a Travel and Meeting expense report</u>.
- The Travel and Meeting expense report will detail the date, place(s) visited, participants at the meeting, purpose of the meeting and the total amount charged to the credit card.
- It is imperative that all Travel and Meeting charges be for <u>Town</u> business related purposes only.

Meals Charged on the Credit Card:

- Meals charged on the credit card are limited to consumption by that individual employee only and should directly relate to specific Town business or meeting. Employees must not charge meals for persons not directly employed by the Town of Fairfield, including interns, volunteers, committee members, vendors, and outside business associates.
- Business Meals During Meetings: The meeting should be have a clear, reasonable, specific business purpose and agenda.
- Be a direct expense that is necessary in order to conduct Town business.
- All meals purchased shall be reported on the Travel and Meeting expense report and shall detail the date, name of food establishment, business purpose for the meal and the total amount charged to the credit card.

VII. <u>Disputed Items</u>:

- The cardholder is responsible for reporting/returning unsatisfactory goods or services to the merchant for replacement or refund. If the merchant refuses to remedy the faulty condition, the purchase of the item(s) will be considered to be in dispute.
- If charges on your statement are deemed incorrect then your statement is considered to be in dispute. A disputed item must be noted on the cardholder's Statement of Account and American Express must be notified immediately. The Town will make full payment of the disputed charge and American Express will credit the disputed charge on the following month's statement.

VIII. Lost or Stolen Credit Cards:

• If your credit card is lost or stolen, notify the Director of Purchasing immediately. If appropriate, the Police Department will be notified depending on the situation (i.e., burglary, etc.).

- Provide the following information to the Director of Purchasing: your complete name, department, credit card number, the date reported to the police (if applicable), and any purchase(s) you made on the day the card was lost or stolen.
- American Express will issue a new card and account number.
 You will not be responsible for paying any fraudulent charges on your account.

IX. Changes to Cardholder Information:

- Changes to a cardholder's name should be reported to the Director of Purchasing. A new credit card will be issued.
- If you terminate your service with the Town of Fairfield, you must return your credit card to the Director of Purchasing prior to leaving.
- If you move to job position in another department, you must notify the Director of Purchasing prior to the change.

Town of Fairfield Procurement (Credit) Card Program

444

CARDHOLDER MEMORANDUM OF AGREEMENT

I have read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card. I acknowledge that I have received a credit card to be used for the purpose of making purchases on behalf of the Town of Fairfield. I understand my responsibilities as a cardholder, which include punitive sanctions for misuse of my credit card.

Cardholder Name (Please Print):		
Cardholder Signature:		
Department:	-11-211	
Credit Card Number Issued – Last Four Digits:		
Date:		

~ A COPY OF THIS SIGNED LAST PAGE WILL BE RETAINED IN THE TOWN PURCHASING DEPARTMENT AS CREDIT CARD ADMINISTRATOR ~

Updated: 4/4/20

TOWN OF FAIRFIELD

Travel & Meeting Report

Name						ерт		
		Acct.# (to be charged)						
Date	Places Visited	Mileage	Air/Rail	Room	Meals	Other	Entertainment & Ot	her Expense
o. Day	(use several lines if necessary)		Other				Description	Amoun
								:
								+ :
								-
+								
-						-		
-								-
								*
								+ ;
								18
								+:
	Total Mileage							-
	Total Amounts							*
reimburse	ement is \$0.575 per mile		·		То	tal Expense:	s This Report	
te								

TOWN OF FAIRFIELD MISSING RECEIPT FORM PROCUREMENT CARD PROGRAM

Cardholder Name:	
	Please Print
Cardholder Department:	
Card Number (Last 4 Digits Only):	
Merchant Name:	
Date of Transaction:	
Amount of Purchase:	
What was purchased?:	
Cardholder Signature:	
Danartment Hand Name	
Department Head Name:	Please Print
l .	riease riiit
Department Head Signature:	
Repeated losses of receipts may be a Card Program and grounds for discip	an indication of non-compliance with the Credit Dinary action.
ATTACH TO MONTHLY AMERICAN	EXPRESS RECONCILIATION VOUCHER SHEET

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Thursday, February 9, 2023 4:19 PM

To:

'Lori T. Charlton'

Cc:

Schmitt, Jared; 'DeWitt, Christopher'

Subject:

Credit Card MOU

Good Afternoon Lori,

Your email to Connie has been referred to me for review and response. The administration greatly appreciates your concerns and please be assured we are revising and implementing policies pertinent to employees globally throughout the Town.

As your email relates to an ongoing HR administrative investigation, I am incorporating it as part of our review. Please understand that Connie is a potential witness and a PETA union member. Under the PETA collective bargaining agreement and the Municipal Employee Relations Act (MERA) union representation may be required in order for her to respond to questions relating to an administrative investigation.

In terms of notice of policy to employees, the HR Team is finalizing an employee handbook that includes all policies and procedures pertinent to Town employees, including the credit card use and travel/meeting policies and procedures. We are also upgrading the HR website so that the handbook and other important notices are easily accessible to employees. In order to ensure employees receive notice of policies and procedures and to track compliance, we are in the process of acquiring PowerDMS which is an electronic document management system designed for this purpose.

I will keep you apprised of any new developments as appropriate during the pendency of the investigation.

Best,

Cathleen

Cathleen II. Gimpson
Human Resources Director
Town of Fairfield
Gullioan Independence Hall
725 Old Post Road
Fairfield, CTV6824
(475) 350-6002

From: Lori Charlton < ltcharlton@optimum.net Sent: Wednesday, February 8, 2023 2:51 PM
To: Saxl, Concetta < CSaxl@fairfieldct.org

Cc: Schmitt, Jared < JSchmitt@fairfieldct.org>; DeWitt, Christopher < chrisdewitt103@gmail.com>

Subject: Re: Credit Card Expenditures Audit 2-5-2020

Connie,

I appreciate you sending this information so quickly. As I conveyed in my message, I believe we need to incorporate (or at least, reference) policies around credit cards use within the overall purchasing policy as we finalize it. In that vein, I have a number of questions on the documents you sent including the changes that were recently implemented.

Does the "Memorandum of Understanding" now constitute the new credit card policy, or is it a clarification and acknowledgment of an existing policy? If the latter, can you please provide the main policy.

The MOU and the 2020 audit report both make reference to a number of other Town policies and requirements. Are these other policies readily available to Town employees in a centralized location (i.e. on the Town website), or have the relevant policies otherwise been made available to employees? Part of the reason I ask this is that during the recent BOF meeting you presented at, it seemed clear to me that there was a general lack of familiarity with our existing purchasing policy that has been in place for a decade (specifically around "emergency" bid waivers).

I see that purchases over \$1,000 now require advance approval from the department head and CFO. How does this tie in with our existing policies? For example, if there is large credit card purchase, are the CFO and department head now responsible for ensuring that multiple quotes have been obtained, or that the purchase complies with an existing bid, or that there should be a bid due to the level of vendor activity, or a bid waiver...etc? Is there any dollar limit associated with individual credit card purchases? The concern here - since credit card purchases are made without the involvement of the purchasing department, the burden of the control compliance normally covered by purchasing is being shifted to the department head and CFO. It's important that clear criteria are in place for those individuals to follow and that approvals are made based on a policy, consistent with whatever policies are in place if the purchase was made with a different payment method.

I'm also interested in better understanding the processes around review of the reconciliation vouchers. If I understand the document correctly, it appears that the vouchers are prepared within the department by a designated employee and signed off by the department head. Does the finance department have any responsibility to review these reconciliation packages for compliance before the Amex bill is paid, or do they simply accept what has been approved by the department? If there is a review for compliance, how is this done and using what guidance? I see that the CFO is now required to review department head vouchers. Who evaluates and approves credit card purchases for other members of senior management (and the CFO)?

Has there been any reconsideration of our policy of giving complete discretion to department heads to determine who in their organization should have credit cards (versus using a more consistent criteria based on business need)?

The new MOU lists several guidelines around appropriate use of credit cards, including:

- 1. Not using credit cards to "split' purchases and avoid bidding requirements
- 2. Not using credit cards in a way that prevents advantageous procurement practices through use of volume discounts or preferred vendors
- 3. Avoiding use for capital purchases such as computers
- 4. Smaller issues such as avoiding paying sales tax, shipping, etc.

Is there any control in place to evaluate whether these guidelines are actually being adhered to? We know the issue of "splitting" purchases was a significant item raised in the DPW audit, and I'm not aware of a resolution to date (this is an item that is meant to be addressed in the new purchasing policy through reporting analysis). I'm guessing the answer is no, but asking because credit card purchases should be folded into whatever control is included in the purchasing policy relative to other payment methods.

As we move forward to address this in the purchasing policy it would be helpful to understand:

- 6. Gasoline should not be purchased on the Town credit card. Use the Travel and Meeting Expense Report for reimbursement for mileage of personal vehicles or use the Town gas pumps for Town vehicles.
- 7. Do not pay state sales tax. Remember to tell the cashier at time of purchase that the Town of Fairfield is a municipality and is tax exempt from state sales tax or use the CERT-112 or CERT134 forms attached.
- 8. All information technology purchases must first be pre-approved by the Director of Information Technology.
- 9. Use the free shipping option for all purchases whenever available.
- 10. All Food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.
- 11. All out of state travel must first be pre-approved by the First Selectwoman using the "Request For Out of State Travel" document attached.

Also, the "Request for Out of State Travel" form (attached) was recently updated and will be sent to all departments for their use.

Please feel free to reach out to me if you have any questions or require anything further. Thank you.

Connie M. Saxl Internal Auditor

Town of Fairfield

Sullivan Independence Hall

725 Old Post Road

Phone (203) 256-2919

Fairfield, CT 06824

Fax (203) 255-7380

<Credit Card Expenditures Audit 2020 - Final 2-5-2020.pdf><Credit Card Memorandum of Understanding 1-4-2023.pdf><CC Reconciliation Voucher 1-4-23.pdf><Request for Out of State Travel - Updated 1-24-2023.pdf>

- 1. Volume of credit card purchases, expressed in terms of number of transactions and dollars, for each department including FPS. (Transaction volume is particularly helpful because it gives us information about what controls might or might not be pragmatic)
- 2. The extent of exceptions we process (missing receipts, other issues).

It would be good to discuss some of this in advance of the purchasing policy committee meeting, if possible. I recognize that there are different ways to handle credit cards effectively, but I am personally skeptical that a lot of credit cards in circulation combined with a decentralized review process can ever be consistent and effective in promoting compliance. Typically I have seen centralized processes around review of credit card transactions (including T&E), with department heads exercising their oversight through budgetary review. I also think reminders (like the MOU) can be important to circulate because they provide means for a remedy if there are future issues, but whether they do much to promote compliance in addressing the types of problems that were raised in the 2020 audit is questionable.

I look forward to discussing further. Also copying Chris as he may have additional input.

Best,

Lori

On Feb 8, 2023, at 11:57 AM, Saxl, Concetta < CSaxl@fairfieldct.org> wrote:

Hello Lori,

I hope that you are doing well. I received your voicemail message and am sending you the last credit card audit dated 2-5-2020 for your review. Further, please know that on January 6, 2023 I sent an updated "Credit Card Memorandum of Understanding" (attached) aka updated credit card policies and procedures to all cardholders and their supervisors along with other pertinent, associated forms such as the updated reconciliation voucher (attached). Cardholders were required to sign the last page of the policy document acknowledging that they have read, understood and will abide by the policies, procedures, responsibilities and limitations associated with the use of the Town Credit Card. I received 100% response/signed acknowledgement forms back from all cardholders. Each signed document will now be maintained in the respective employee's personnel file in Human Resources.

The updated credit card policy includes the following new procedures:

- 1. Any single credit card purchase that exceeds \$1,000 must receive email approval first from the Department Head and then from the CFO prior to making the purchase. The email approval from the Department Head/CFO must be attached to your monthly Reconciliation Voucher Package submitted to Finance.
- 2. If the cardholder is also the Department Head, then you must forward your monthly Reconciliation Voucher Package to the CFO for approval.
- 3. Use the new, updated Credit Card Reconciliation Voucher dated 1/4/2023 for the next billing cycle.

I also included the top 11 reminders for cardholders:

- 1. Reconciliation Voucher Packages for your credit card purchases are required to be submitted to the Finance Department on a timely basis each month (within 10 days of American Express statement closing date).
- 2. All backup documentation, i.e., receipts, sales slips, "Travel and Meeting Expense Report" must be attached to your Reconciliation Voucher sheet.
- 3. If you lose a receipt, please complete the "Missing Receipt Form" and attach the completed form to your Reconciliation Voucher.
- 4. Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- 5. Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason the Town approved vendor for office supplies.

Simpson, Cathleen

From:

Lori Charlton < ltcharlton@optimum.net>

Sent:

Friday, February 10, 2023 8:26 AM

To:

Simpson, Cathleen

Cc:

Schmitt, Jared; DeWitt, Christopher

Subject:

Re: Credit Card MOU

Cathleen,

I'm surprised by this response. I know its easy for emails to be misconstrued (perhaps on both ends) so its probably best to speak live, however...I want to clear a couple of things up. First, I asked no questions about an ongoing investigation, nor about anything confidential; I reject that characterization of my email. Second, I discussed no aspect of this with Connie or even acknowledged any awareness that an investigation was occurring. I reached out to ask her for backup materials that were previously provided to the BOF in the normal course of business, and I explicitly did so as part of preparing for a purchasing subcommittee meeting we have coming up on March 2. I was surprised to learn that she had recently been involved in rewriting policies on this matter, in light of your stated concerns about potential conflicts.

Having now reviewed the materials and read the credit card policy the Town was operating under, I am not surprised issues may have arisen. The policy appears poorly designed and lacking in the most basic internal control elements. I asked follow up questions to gain clarification on what I read, and also out of concern about the updates put in place. As you might have guessed from my questions, I am concerned the changes made were mostly inadequate and possibly counterproductive. I am also concerned they are in conflict with the purchasing policy we are attempting to finalize and put before the BOF for a vote. These should not be independent paths.

I fully understand and respect the need for confidentiality around investigations involving personnel matters. The questions raised in my email are not related to those issues, nor are they requesting any confidential information. I've asked basic questions about our policies to clarify how they work - which I'd still like answers to. I also asked for data on credit card usage that is not confidential - and in fact could easily be requested by any member of the public. I honestly don't understand how Connie might need union representation to answer questions of the type we discuss on a routine basis, but if you believe this is a problem then I reiterate and redirect those questions to Jared who is clerk to the BOF. I am happy to discuss any concerns.

Regards,

Lori

On Feb 9, 2023, at 4:19 PM, Simpson, Cathleen < CSimpson@fairfieldct.org> wrote:

Good Afternoon Lori,

Your email to Connie has been referred to me for review and response. The administration greatly appreciates your concerns and please be assured we are revising and implementing policies pertinent to employees globally throughout the Town.

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I will keep you apprised of any new developments as appropriate during the pendency of the investigation.

Best,

Cathleen

Cathleen H. Gimpson Human Resources Director Town of Faisfield Gultivan Independence Hall 125 Old Post Road Fairfield, CT 06824 (475) 350-6002

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Sent: Wednesday, February 8, 2023 2:51 PM
To: Saxl, Concetta < CSaxl@fairfieldct.org

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- 2. Not using credit cards in a way that prevents advantageous procurement practices through use of volume discounts or preferred vendors
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- 4. Smaller issues such as avoiding paying sales tax, shipping, etc.

Is there any control in place to evaluate whether these guidelines are actually being adhered to? We know the issue of "splitting" purchases was a significant item raised in the DPW audit, and I'm not aware of a resolution to date (this is an item that is meant to be addressed in the new purchasing policy through reporting analysis). I'm guessing the answer is no, but asking because credit card purchases should be folded into whatever control is included in the purchasing policy relative to other payment methods.

As we move forward to address this in the purchasing policy it would be helpful to understand:

- Volume of credit card purchases, expressed in terms of number of transactions and dollars, for each department including FPS. (Transaction volume is particularly helpful because it gives us information about what controls might or might not be pragmatic)
- 2. The extent of exceptions we process (missing receipts, other issues).

It would be good to discuss some of this in advance of the purchasing policy committee meeting, if possible. I recognize that there are different ways to handle credit cards effectively, but I am personally skeptical that a lot of credit cards in circulation combined with a decentralized review process can ever be consistent and effective in promoting compliance. Typically I have seen centralized processes around review of credit card transactions (including T&E), with department heads exercising their oversight through budgetary review. I also think reminders (like the MOU) can be important to circulate because they provide means for a remedy if there are future issues, but whether they do much to promote compliance in addressing the types of problems that were raised in the 2020 audit is questionable.

I look forward to discussing further. Also copying Chris as he may have additional input.

Best,

Lori

On Feb 8, 2023, at 11:57 AM, Saxl, Concetta < CSaxl@fairfieldct.org > wrote:

Hello Lori,

I hope that you are doing well. I received your voicemail message and am sending you the last credit card audit dated 2-5-2020 for your review. Further, please know that on January 6, 2023 I sent an updated "Credit Card Memorandum of Understanding" (attached) aka updated credit card policies and procedures to all cardholders and their supervisors along with other pertinent, associated forms such as the updated reconciliation voucher (attached). Cardholders were required to sign the last page of the policy document acknowledging that they have read, understood and will abide by the policies, procedures, responsibilities and limitations associated with the use of the Town Credit Card. I received 100% response/signed acknowledgement forms back from all cardholders. Each signed document will now be maintained in the respective employee's personnel file in Human Resources.

The updated credit card policy includes the following new procedures:

- Any single credit card purchase that exceeds \$1,000 must receive email approval first from the
 Department Head and then from the CFO prior to making the purchase. The email approval from the
 Department Head/CFO must be attached to your monthly Reconciliation Voucher Package submitted to
 Finance.
- 2. If the cardholder is also the Department Head, then you must forward your monthly Reconciliation Voucher Package to the CFO for approval.
- 3. Use the new, updated Credit Card Reconciliation Voucher dated 1/4/2023 for the next billing cycle.

I also included the top 11 reminders for cardholders:

- 1. Reconciliation Voucher Packages for your credit card purchases are required to be submitted to the Finance Department on a timely basis each month (within 10 days of American Express statement closing date).
- 2. All backup documentation, i.e., receipts, sales slips, "Travel and Meeting Expense Report" must be attached to your Reconciliation Voucher sheet.
- 3. If you lose a receipt, please complete the "Missing Receipt Form" and attach the completed form to your Reconciliation Voucher.
- 4. Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- 5. Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason the Town approved vendor for office supplies.
- 6. Gasoline should not be purchased on the Town credit card. Use the Travel and Meeting Expense Report for reimbursement for mileage of personal vehicles or use the Town gas pumps for Town vehicles.
- 7. Do not pay state sales tax. Remember to tell the cashier at time of purchase that the Town of Fairfield is a municipality and is tax exempt from state sales tax or use the CERT-112 or CERT134 forms attached.
- 8. All information technology purchases must first be pre-approved by the Director of Information Technology.
- 9. Use the free shipping option for all purchases whenever available.
- 10. All Food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.
- 11. All out of state travel must first be pre-approved by the First Selectwoman using the "Request For Out of State Travel" document attached.

Also, the "Request for Out of State Travel" form (attached) was recently updated and will be sent to all departments for their use.

Please feel free to reach out to me if you have any questions or require anything further. Thank you.

Connie M. Saxl Internal Auditor

Town of Fairfield

Sullivan Independence Hall

725 Old Post Road

Phone (203) 256-2919

Fairfield, CT 06824

Fax (203) 255-7380

<Credit Card Expenditures Audit 2020 - Final 2-5-2020.pdf><Credit Card Memorandum of Understanding 1-4-2023.pdf><CC Reconciliation Voucher 1-4-23.pdf><Request for Out of State Travel - Updated 1-24-2023.pdf>

Simpson, Cathleen

From:

Chris < chrisdewitt 103@gmail.com>

Sent:

Thursday, February 9, 2023 6:50 PM

To:

Simpson, Cathleen; Charlton, Lori

Cc:

Schmitt, Jared

Subject:

Re: Credit Card MOU

Cathleen,

I'm very confused how and why you are tying Connie to an administrative investigation in regards to the issues below. I would think if there were real concerns about keeping Connie far from an administrative investigation regarding credit cards, she should not be the person to write a new procedure on credit card use.

I, and I believe Lori, believe that the issue here is a poorly executed band aid on the use of credit cards, AKA the MOU. To be clear, this issue for me is about the purchasing policy 100%, or to be more specific the lack of a comprehensive purchasing policy. While you mention creating an HR handbook with a credit card policy, although a good start, is not all that needs to happen. A comprehensive credit card policy MUST be included in the purchasing policy.

Why, quite simple. Purchasing can be accomplished in many ways, and one way is with a credit card. There should be no differentiation about what medium is used to purchase materials, we need to control ALL purchases. The MOU Connie mentions, without a specific reference to the purchasing policy, is quite ineffective. It appears to allow purchases, over \$1,000, to effectively disregard the purchasing policy as long as the department head and the CFO approve. This means there is no control of purchases that may normally require multiple bids and/or bid waivers, just to name a few policy requirements. If the CFO or department head has been assigned the responsibility of purchasing policy compliance, it is not clearly stated in the MOU.

I think it is also important to understand where the \$1,000 figure came from. A lot of financial damage can be done with purchase under \$1,000. In our purchasing policy we required new limits on spending be rationalized with historical data. If there is no data to support why \$1,000 is the right number, there needs to be.

In conclusion, I believe the overall credit card issue is really about who has them now and who should have them in the future. That is the responsibility of HR to address. The responsibility of the BOF, and specifically my committee, is to complete the purchasing policy and include as inclusive a list of guidelines as possible. One of these needs to be a clear overview of the credit card policy. My committee will work to that end. It seems appropriate to me that my comments be shared with Connie, but given the current situation I ask you use your best judgment as to whether you share some or all of this with Connie.

Best regards

Chris

Christopher DeWitt

chrisdewitt103@gmail.com

203-570-5650 Cell

----- Original Message -----

From: "Simpson, Cathleen" < CSimpson@fairfieldct.org>

To: "Charlton, Lori" < !tcharlton@optimum.net>

Cc: "Schmitt, Jared" < ISchmitt@fairfieldct.org; "DeWitt, Christopher" < chrisdewitt103@gmail.com

Sent: 2/9/2023 4:19:18 PM Subject: Credit Card MOU

Good Afternoon Lori,

Your email to Connie has been referred to me for review and response. The administration greatly appreciates your concerns and please be assured we are revising and implementing policies pertinent to employees globally throughout the Town.

As your email relates to an ongoing HR administrative investigation, I am incorporating it as part of our review. Please understand that Connie is a potential witness and a PETA union member. Under the PETA collective bargaining agreement and the Municipal Employee Relations Act (MERA) union representation may be required in order for her to respond to questions relating to an administrative investigation.

In terms of notice of policy to employees, the HR Team is finalizing an employee handbook that includes all policies and procedures pertinent to Town employees, including the credit card use and travel/meeting policies and procedures. We are also upgrading the HR website so that the handbook and other important notices are easily accessible to employees. In order to ensure employees receive notice of policies and procedures and to track compliance, we are in the process of acquiring PowerDMS which is an electronic document management system designed for this purpose.

I will keep you apprised of any new developments as appropriate during the pendency of the investigation.

Best,

Cathleen

Cathloon II. (Limpson
Suman Resources Director
Town of Fairfield
(Sultivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

From: Lori Charlton < ltcharlton@optimum.net Sent: Wednesday, February 8, 2023 2:51 PM
To: Saxl, Concetta < CSaxl@fairfieldct.org

Cc: Schmitt, Jared < JSchmitt@fairfieldct.org; DeWitt, Christopher < chrisdewitt103@gmail.com

Subject: Re: Credit Card Expenditures Audit 2-5-2020

Connie,

I appreciate you sending this information so quickly. As I conveyed in my message, I believe we need to incorporate (or at least, reference) policies around credit cards use within the overall purchasing policy as we finalize it. In that vein, I have a number of questions on the documents you sent including the changes that were recently implemented.

Does the "Memorandum of Understanding" now constitute the new credit card policy, or is it a clarification and acknowledgment of an existing policy? If the latter, can you please provide the main policy.

The MOU and the 2020 audit report both make reference to a number of other Town policies and requirements. Are these other policies readily available to Town employees in a centralized location (i.e. on the Town website), or have the relevant policies otherwise been made available to employees? Part of the reason I ask this is that during the recent BOF meeting you presented at, it seemed clear to me that there was a general lack of familiarity with our existing purchasing policy that has been in place for a decade (specifically around "emergency" bid waivers).

I see that purchases over \$1,000 now require advance approval from the department head and CFO. How does this tie in with our existing policies? For example, if there is large credit card purchase, are the CFO and department head now responsible for ensuring that multiple quotes have been obtained, or that the purchase complies with an existing bid, or that there should be a bid due to the level of vendor activity, or a bid waiver...etc? Is there any dollar limit associated with individual credit card purchases? The concern here - since credit card purchases are made without the involvement of the purchasing department, the burden of the control compliance normally covered by purchasing is being shifted to the department head and CFO. It's important that clear criteria are in place for those individuals to follow and that approvals are made based on a policy, consistent with whatever policies are in place if the purchase was made with a different payment method.

I'm also interested in better understanding the processes around review of the reconciliation vouchers. If I understand the document correctly, it appears that the vouchers are prepared within the department by a designated employee and signed off by the department head. Does the finance department have any responsibility to review these reconciliation packages for compliance before the Amex bill is paid, or do they simply accept what has been approved by the department? If there is a review for compliance, how is this done and using what guidance? I see that the CFO is now required to review department head vouchers. Who evaluates and approves credit card purchases for other members of senior management (and the CFO)?

Has there been any reconsideration of our policy of giving complete discretion to department heads to determine who in their organization should have credit cards (versus using a more consistent criteria based on business need)?

The new MOU lists several guidelines around appropriate use of credit cards, including:

- 1. Not using credit cards to "split' purchases and avoid bidding requirements
- 2. Not using credit cards in a way that prevents advantageous procurement practices through use of volume discounts or preferred vendors
- 3. Avoiding use for capital purchases such as computers
- 4. Smaller issues such as avoiding paying sales tax, shipping, etc.

Is there any control in place to evaluate whether these guidelines are actually being adhered to? We know the issue of "splitting" purchases was a significant item raised in the DPW audit, and I'm not aware of a resolution to date (this is an item that is meant to be addressed in the new purchasing policy through reporting analysis). I'm guessing the answer is no, but asking because credit card purchases should be folded into whatever control is included in the purchasing policy relative to other payment methods.

As we move forward to address this in the purchasing policy it would be helpful to understand

- 1. Volume of credit card purchases, expressed in terms of number of transactions and dollars, for each department including FPS. (Transaction volume is particularly helpful because it gives us information about what controls might or might not be pragmatic)
- 2. The extent of exceptions we process (missing receipts, other issues).

It would be good to discuss some of this in advance of the purchasing policy committee meeting, if possible. I recognize that there are different ways to handle credit cards effectively, but I am personally skeptical that a lot of credit cards in circulation combined with a decentralized review process can ever be consistent and effective in promoting compliance. Typically I have seen centralized processes around review of credit card transactions (including T&E), with department heads exercising their oversight through budgetary review. I also think reminders (like the MOU) can be important to circulate because they provide means for a remedy if there are future issues, but whether they do much to promote compliance in addressing the types of problems that were raised in the 2020 audit is questionable.

I look forward to discussing further. Also copying Chris as he may have additional input.

Best,

Lori

On Feb 8, 2023, at 11:57 AM, Saxl, Concetta < CSaxl@fairfieldct.org > wrote:

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The updated credit card policy includes the following new procedures:

- 1. Any single credit card purchase that exceeds \$1,000 must receive email approval first from the Department Head and then from the CFO prior to making the purchase. The email approval from the Department Head/CFO must be attached to your monthly Reconciliation Voucher Package submitted to Finance.
- 2. If the cardholder is also the Department Head, then you must forward your monthly Reconciliation Voucher Package to the CFO for approval.
- 3. Use the new, updated Credit Card Reconciliation Voucher dated 1/4/2023 for the next billing cycle.

I also included the top 11 reminders for cardholders:

- Reconciliation Voucher Packages for your credit card purchases are required to be submitted to the Finance Department on a timely basis each month (within 10 days of American Express statement closing date).
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- 3. If you lose a receipt, please complete the "Missing Receipt Form" and attach the completed form to your Reconciliation Voucher.
- 4. Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- 5. Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason the Town approved vendor for office supplies.

- 6. Gasoline should not be purchased on the Town credit card. Use the Travel and Meeting Expense Report for reimbursement for mileage of personal vehicles or use the Town gas pumps for Town vehicles.
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- 8. All information technology purchases must first be pre-approved by the Director of Information Technology.
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- 1(). All Food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.
- 11. All out of state travel must first be pre-approved by the First Selectwoman using the "Request For Out of State Travel" document attached.

Also, the "Request for Out of State Travel" form (attached) was recently updated and will be sent to all departments for their use.

Please feel free to reach out to me if you have any questions or require anything further. Thank you.

Connie M. Saxl Internal Auditor

Town of Fairfield

Sullivan Independence Hall

725 Old Post Road

Phone (203) 256-2919

Fairfield, CT 06824

Fax (203) 255-/380

<Credit Card Expenditures Audit 2020 - Final 2-5-2020.pdf><Credit Card Memorandum of Understanding 1-4-2023.pdf><CC Reconciliation Voucher 1-4-23.pdf><Request for Out of State Travel - Updated 1-24-2023.pdf>

Simpson, Cathleen

From:

Lori T. Charlton < ltcharlton@optimum.net>

Sent:

Friday, February 10, 2023 2:49 PM

To:

Simpson, Cathleen

Subject:

Re: Call

That's fine w me

Sent from my iPhone

On Feb 10, 2023, at 2:15 PM, Simpson, Cathleen <CSimpson@fairfieldct.org> wrote:

I am available at 3:45

From: James Baldwin <jbaldwin@cbklaw.net>
Sent: Friday, February 10, 2023 1:40 PM

To: DeWitt, Christopher <chrisdewitt103@gmail.com>; Charlton, Lori <ltcharlton@optimum.net>

Cc: Simpson, Cathleen <CSimpson@fairfieldct.org>; Courtemanche, Joanne

<JCourtemanche@fairfieldct.org>

Subject: RE: Call

Can we say 3:45? I have BOS at 4.

From: CDeWittCountry < chrisdewitt103@gmail.com

Sent: Friday, February 10, 2023 1:38 PM

To: Lori T. Charlton < ltcharlton@optimum.net>

Cc: Simpson, Cathleen < CSimpson@fairfieldct.org >; James Baldwin < ibaldwin@cbklaw.net >;

Courtemanche, Joanne < JCourtemanche@fairfieldct.org>

Subject: Re: Call

Works for me

Christopher DeWitt

Cell: (203) 570-5650

Email: Chrisdewitt103@gmail.com

On Feb 10, 2023, at 13:37, Lori T. Charlton < ltcharlton@optimum.net wrote:

Cathleen,

We are hosting guests this weekend so I'm not available today. I could do Monday at 4PM if that works for others.

Lori

Sent from my iPhone

On Feb 10, 2023, at 1:24 PM, Simpson, Cathleen < CSimpson@fairfieldct.org> wrote:

Good Afternoon,

Jim and I would like to set up a call to discuss your email. Does today at 3:00 pm work or sometime on Monday? I looped in Joanne Courtemanche, Labor Relations Specialist, to help coordinate this.

Best,

Cathleen

Cathleen H. Gimpson Human Resources Director Town of Fairfield Gullivan Independence Hall 725 Okt Post Road Fairfield, CT06824 (475) 350-6002

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Tuesday, February 21, 2023 6:14 PM

To:

Charlton, Lori

Cc:

DeWitt, Christopher; Courtemanche, Joanne; Baldwin, James

Subject:

Follow up

Good Evening Lori,

I did not forget about you. I have been working on getting you the information and thought I would have it done by now-to many interruptions today, particularly with the budget this week and HR is presenting tonight for the THEA cba. I need a few more hours to get this together and stopping work now to grab a bite before the committee meeting.

Will have something for you tomorrow.

Best,

Cathleen

Cathleen II. Gimpson
Human Resources Director
Town of Fairfield
Outlivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

	129	

TOWN OF FAIRFIELD AMERICAN EXPRESS RECONCILIATION VOUCHER - 2023 Please complete both pages

ATE OF AMEX STATEMENT:		DATE SUBMITTED:		
VENDOR*	ACCOUNT	AMOUNT (PRIOR EMAIL APPROVAL FOR PURCHASES \$1,000 OR MORE MUST BE ATTACHED TO THIS FORM)	ITEMIZED PURCHASE 8 JUSTIFICATION*	
			117	
			1.766	

PAGE 1 OF 2

UPDATED FEBRUARY 2023

JUSTIFICATION REQUIRED:

- DESCRIPTION OF PRODUCT, PURPOSE, WHY THE ITEM WAS ORDERED ON THE CREDIT CARD RATHER
 THAN THROUGH THE PURCHASING/BIDDING PROCESS OR A PINK VOUCHER. FOR TRAVEL, MEETINGS
 AND MEALS, PLEASE REFER TO THE NECESSARY REQUIRED INFORMATION OUTLINED ON YOUR SIGNED
 CREDIT CARD POLICY AND COMPLETE THE ATTACHED MEETING & MEAL BACKUP IT APPROPRIATE..
- IF ANY OF THE ABOVE INFORMATION IS NOT INCLUDED, THE RECONCILIATION VOUCHER WILL BE RETURNED TO THE CARDHOLDER FOR IMMEDIATE COMPLETION.
- ALL SALES RECEIPTS MUST BE INCLUDED WITH THIS VOUCHER.
- IF THE TOWN PAYS THE INVOICE PRIOR TO THE SUBMISSION OF JUSTIFICATION DETAILS AND RECEIPT/BACKUP, THE CARDHOLDER MAY BE SUBJECT TO DISCIPLINE, UP TO AND INCLUDING TERMINATION, LOSS OF CREDIT CARD PRIVILEGES AND/OR REPAYMENT TO THE TOWN FOR THE PURCHASE(S), OR OTHER LEGAL ACTION.

I ATTEST THAT NONE OF THESE PURCHASES HAVE BEEN SPLIT TO AVOID TOWN BIDDING AND/OR APPROVAL REQUIREMENTS, NOR DO ANY OF THESE PURCHASES CIRCUMVENT PROPER PURCHASING POLICIES.

CARDHOLDER:	DATE:	
APPROVED FOR PAYMENT BY:		
DEPARTMENT HEAD:(OR CFO IF CARDHOLDER IS A DEPARTMENT HEAD)	DATE:	
(THE ABOVE TWO SIGNATURES ARE REQUIRED)		
OVERI APPING POLICIES AND RULES:		

TOWN TRAVEL & MEETING POLICY, PURCHASING POLICY, FRAUD POLICY, ETHICS POLICY, EMPLOYEE OATH,

PAGE 2 OF 2

CHARTER

UPDATED FEBRUARY 2023

TOWN OF FAIRFIELD

MEETING & MEAL BACKUP

Employee/Credit Card Holder Name:	
Department:	
Meeting Date: Meeting Purpose:	
Meal Vendor and Cost:	
Participants:	
Name	Department
	

TOWN OF FAIRFIELD TRAVEL & MEETING REPORT - 2023

mployee Na	me:					
epartment:						
vent:						
ate of Subm	ission:					
Date	Description	TRAVEL Mileage/Air/Rail/Other	Room	Meals	Other Expense	Amount

Total Expense:

Charged to Credit Card:

Employee Reimbursement:

TOWN OF FAIRFIELD AMERICAN EXPRESS RECONCILIATION VOUCHER - 2023 Please complete both pages

DEPARTMENT / NAME OF CARDHOLDER: Human Resources / Cathleen A. Simpson

DATE OF AMEX STATEMENT: 2/3/23 DATE SUBMITTED: 2/5/23

VENDOR*	ACCOUNT	AMOUNT (PRIOR EMAIL APPROVAL FOR PURCHASES \$1,000 OR MORE MUST BE ATTACHED TO THIS FORM)	ITEMIZED PURCHASE & JUSTIFICATION*
UPS (receipt attached)	01001330-XXXXX	25.74	Return of specialized HR forms that were not to our expectation.
Bagel Emporium (receipt attached)	01001330-XXXXX	76.32	Coffee and mini bagels for mandatory department head supervisory training (see attached list of participants)
Shred-It Company (e-receipt attached)	01001330-XXXXX	475.00	Heavy Duty Shredder (not available through WB Mason) for confidential paper shredding
Human Resources 'R' Us – Conference for HR Professionals at Hotel Inn & Spa, Saratoga Springs, NY Hotel and Conference Fee (all receipts attached)	01001330-XXXXX	\$1,328.00	3-Day Conference in Saratoga Springs, NY (see attached Travel & Meeting documents, including pre-approved Travel Request Form signed on Dec. 1, 2022).
Saratoga Springs Mobil	01001330-XXXXX	51.75	Gas for personal vehicle use for conference
Greenwich CT CITGO	01001330-XXXXX	35.81	Gas for personal vehicle use for conference
TOTAL		\$1,992.62	

PAGE 1 OF 2

UPDATED FEBRUARY 2023

JUSTIFICATION REQUIRED:

- DESCRIPTION OF PRODUCT, PURPOSE, WHY THE ITEM WAS ORDERED ON THE CREDIT CARD RATHER THAN THROUGH THE PURCHASING/BIDDING PROCESS OR A PINK VOUCHER. FOR TRAVEL, MEETINGS AND MEALS, PLEASE REFER TO THE NECESSARY REQUIRED INFORMATION OUTLINED ON YOUR SIGNED CREDIT CARD POLICY AND COMPLETE THE ATTACHED MEETING & MEAL BACKUP IF APPROPRIATE.
- IF ANY OF THE ABOVE INFORMATION IS NOT INCLUDED, THE RECONCILIATION VOUCHER WILL BE RETURNED TO THE CARDHOLDER FOR IMMEDIATE COMPLETION.
- ALL SALES RECEIPTS MUST BE INCLUDED WITH THIS VOUCHER.
- IF THE TOWN PAYS THE INVOICE PRIOR TO THE SUBMISSION OF JUSTIFICATION DETAILS AND RECEIPT/BACKUP, THE CARDHOLDER MAY BE SUBJECT TO DISCIPLINE, UP TO AND INCLUDING TERMINATION, LOSS OF CREDIT CARD PRIVILEGES AND/OR REPAYMENT TO THE TOWN FOR THE PURCHASE(S), OR OTHER LEGAL ACTION.

I ATTEST THAT NONE OF THESE PURCHASES HAVE BEEN SPLIT TO AVOID TOWN BIDDING AND/OR APPROVAL REQUIREMENTS, NOR DO ANY OF THESE PURCHASES CIRCUMVENT PROPER PURCHASING POLICIES.

CARDHOLDER: Cathleen A. Simpson

DATE: February 5, 2023

APPROVED FOR PAYMENT BY:

DEPARTMENT HEAD: Javed Schmitt DATE: February 12, 2023 (OR CFO IF CARDHOLDER IS A DEPARTMENT HEAD)

(THE ABOVE TWO SIGNATURES ARE REQUIRED)

OVERLAPPING POLICIES AND RULES:

TOWN TRAVEL & MEETING POLICY, PURCHASING POLICY, FRAUD POLICY, ETHICS POLICY, EMPLOYEE OATH, CHARTER

TOWN OF FAIRFIELD

MEETING & MEAL BACKUP

Employee/Credit Card Holder Name: Cathleen A. Simpson

Department: Human Resources

Meeting Date: January 20, 2023

Meeting Purpose: Mandatory Supervisory Training for DHs

Meal Vendor and Cost: Bagel Emporium - \$76.32

Participants:

Name	Department
Pat Mahoney	Building
Mark Barnhart	Community & Economic Development
Tim Bishop	Conservation
Bill Hurley	Engineering
Jared Schmitt	Finance
Denis McCarthy	Fire
Sands Cleary	Health
Julie DeMarco	Human & Social Services
Dave Kelley	п
Scott Jarzombek	Library
Justin Cathcart	Marina
Anthony Calabrese	Parks & Recreation
Bob Kalamaras	Police
John Marsilio	Public Works
Ross Murray	Assessor
David Kluczswski	Tax Collector
Betsy Browne	Town Clerk
im Wendt	Town Plan & Zoning



TOWN OF FAIRFIELD

REQUEST FORM - OUT OF STATE TRAVEL

Employee Name:	Cathleen Simpson
Department:	Human Resonuces
Reason for Travel:	Conference for HR Professionals
Dates of Travel:	Jan. 11-13, 2023
(N	\$1500. (APPVOX.) Monies must be available in your department's Travel and Meeting account.)
Approved By First	Selectwoman: Brenda's Signature
Date of Approval:	Dec. 1, 2022

This completed and approved form must accompany your Travel and Meeting Report.

Hinerary Attached

VII Lunch provided. Conf. 12-5

VI2 Bfast & Lunch " Conf. 8-5

VI3 Bfast Provided Conf. 8-12

TOWN OF FAIRFIELD TRAVEL & MEETING REPORT – 2023

Employee Name:

Cathleen Simpson

Department:

Human Resources

Event:

Human Resources 'R' Us - Conference for HR Professionals (Hotel

Date of Submission:

February 5, 2023

Date	Description	TRAVEL Mileage/Air/Rail/Other	Room	Meals	Other Expense	Amount
1/11/23	Conference	137 miles @ 65.5 cents/mile = 89.74	289.00	Dinner 23.00	Conference Expense Total 750.00 Gas: 51.75	1,203.49
1/12/23	Conference		289.00	Dinner 23.00	GG3. 51.75	
1/13/23	Conference	137 miles @ 65.5	402.00			312.00
2,13,23	Contenence	cents/mile = 89.74		Lunch 12.00	Gas: 35.81	137.55

Total Expense:

\$1653.04

Charged to Credit Card:

\$1,415.56 (Conference fee, Hotel, Gas)

Employee Reimbursement:

237.48 (Mileage & Meals)

Updated 2023 Mileage Reimbursement effective 1/1/23 – 65.5 cents/mile

^{*}Please note that meal receipts are greater than approved meal allowance and the reimbursement is for the maximum meal allowance only; other meal expenses were paid out of pocket by employee.

Simpson, Cathleen

From:

Saxl, Concetta

Sent:

Friday, January 6, 2023 1:38 PM

To:

Bahr, Philip; Barnhart, Mark; Barry, Patrick; Bishop, Timothy; Bodie, John; Bosse, Caitlin; Broderick, Keith; Brown, Gaylen; Buckholz, Scott; Caisse, Roger; Cathcart, Justin; Chizmadia, John; Cleary, Sands; Coarse, Thomas; Delmhorst, Robert; DeMarco, Julie; Demko, Rich; DiTullio, John; Dunn, Kyran; Esposito, Felix; Fisher, Jan; Fox, Kevin; Jaronko, Santina; Gomola, George; Grace, Peter; Granata, Antonio; Guerrera, Robert; Hayes, Dan;

Santina; Gomola, George; Grace, Peter; Granata, Antonio; Guerrera, Robert; Hayes, Dan Hine, Bill; Hurley, William; Ioli, Christopher; Jarzombek, Scott; Johnson, John W.; Kalamaras, Robert; Kalapir, Erik; Kelley, David; Koval, Peter; Kupchick, Brenda; Laseman, Jennifer; Lippman, Justin; Lyhne, Tamara; Mahoney, Pat; McCarthy, Denis; Miller, Paul; Minder, Jeffrey; Mitchell, Jill; Novak, Doug; Panilaitis, Matt; Paris, Michael; Paules, Virginia; Riendeau, Matthew; Rigoli, Vinny; Ryan, James; Sardinha, Aurelio; Seres, Chelsea; Sherwood, Schuyler; Stahl, Michael; Sweeney, Nancy; Swift, Jim; Testa, Gary;

Walkinshaw, Ryan; Weihe, Edward; Wiltsie, James; Browne, Betsy

Cc:

Foley, Gerald; Ritchey, Peter; Schmitt, Jared; Simpson, Cathleen; Murray, Ross; Marsilio,

John; Calabrese, Anthony; Cottell, John; Kluczwski, David; Politi, Cathy; Waggner,

Matthew; Wendt, James

Subject:

Attachments:

FW: Town Credit Card Policy and Procedures - Please Read

Credit Card Memorandum of Understanding 1-4-2023.pdf; CC RECONCILIATION VOUCHER UPDATED 1-4-2022.xlsx; REQUEST FORM - OUT OF STATE TRAVEL

1-4-2023.doc; Credit Card - Missing Receipt Form.xlsx; Travel Meeting Expense Report

1-4-22.docx; Cert-112 Form.pdf; Cert-134 Form.pdf; Travel and Meeting Policy

1-4-2023.pdf

Town Credit Cardholders:

Please find attached the updated Town of Fairfield Credit Card policy entitled "Credit Card Memorandum of Understanding". As a cardholder, you are required to understand and abide by the policies, procedures, responsibilities and limitations associated with this policy and the use of the Town's credit card.

Please read the attached UPDATED policy and complete the last page entitled "Cardholder Memorandum of Agreement". Please forward the completed LAST PAGE ONLY back to me via email (scanned pdf document) or via interoffice mail by January 18, 2023.

NEW PROCEDURES!

- 1. Any single credit card purchase that exceeds \$1,000 must receive email approval first from the Department Head and then from the CFO prior to making the purchase. The email approval from the Department Head/CFO must be attached to your monthly Reconciliation Voucher Package submitted to Finance.
- 2. If the cardholder is also the Department Head, then you must forward your monthly Reconciliation Voucher Package to the CFO for approval.
- 3. Use the new, updated Credit Card Reconciliation Voucher dated 1/4/2023 for the next billing cycle.

Top 11 Reminders:

1. Reconciliation Voucher Packages for your credit card purchases are required to be submitted to the Finance Department on a timely basis each month (within 10 days of American Express statement closing date).

2. All backup documentation, i.e., receipts, sales slips, "Travel and Meeting Expense Report" must be attached to your Reconciliation Voucher sheet.

January 6,2033

- 3. If you lose a receipt, please complete the "Missing Receipt Form" and attach the completed form to your Reconciliation Voucher.
- 4. Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- 5. Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason the Town approved vendor for office supplies.
- 6. Gasoline should not be purchased on the Town credit card. Use the Travel and Meeting Expense Report for reimbursement for mileage of personal vehicles or use the Town gas pumps for Town vehicles.
- 7. Do not pay state sales tax. Remember to tell the cashier at time of purchase that the Town of Fairfield is a municipality and is tax exempt from state sales tax or use the CERT-112 or CERT134 forms attached.
- 8. All information technology purchases must first be pre-approved by the Director of Information Technology.
- 9. Use the free shipping option for all purchases whenever available.
- 10. All Food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.
- 11. All out of state travel must first be pre-approved by the First Selectwoman using the "Request Form Out of State Travel" document attached.

I have also attached other documents associated with the "Credit Card Memorandum of Understanding" in Word or Excel format for ease of use. They will also be posted on the Town share drive as well.

Please feel free to contact me if you have any questions. Thank you.

Connie M. Saxl
Internal Auditor

Town of Fairfield
Sullivan Independence Hall

725 Old Post Road

Phone (203) 256-2919

Fairfield, CT 06824

Fax (203) 255-7380

Town of Fairfield Procurement (Credit) Card Program

Memorandum of Understanding

Between:	
	Employee Name (Cardholder)
And:	
	Director of Purchasing (Credit Card Administrator)

The purpose of this memorandum of understanding is to summarize the policies and procedures, responsibilities and limitations associated with the use of the Town's procurement (credit) card; to acknowledge that you understand your responsibilities as a cardholder, including punitive sanctions for misuse of your credit card.

The card is issued to you as a delegation of authority to make purchases on behalf of the Town, as a tool to consolidate payables, shorten lead-time and reduce administrative costs.

I. General Policies:

- The unique credit card that you will receive has your name embossed on it. No member of your staff, your family, your supervisor or anyone else may use this card. It is the cardholder's responsibility to safeguard the credit card and account number at all times. Misuse of your card will be considered a violation of trust and may require that the card be withdrawn with subsequent disciplinary action.
- The credit card must not be used for personal purposes or for items purchased for others that are personal in nature. This includes alcoholic beverages, cash advances, gift certificates, fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc.

- You must comply with Federal, State and Town Ordinances, Charter provisions, regulations, policies and procedures.
- Purchases must not be split to avoid Town bidding and/or approval requirements.
- Use of the credit card is not intended to replace effective procurement planning which enable volume discounts.
- The nature of all purchases must be substantiated at all times and you must be able to validate the official need for the purchase. If you cannot substantiate whether the purchase was necessary and for official Town use, disciplinary action may occur.
- Consequences of misuse of the credit card may include any one or combination of the following remedial actions:
 - Verbal notification of infraction;
 - Written notification of infraction with copies sent to the Chief Elected Official;
 - Card suspension with permanent loss of privileges;
 - Disciplinary action up to and including personal liability, repayment and/or termination of employment.
- Questions concerning procurement regulations should be directed to the Director of Purchasing.

II. Prudent Judgement for Purchases

Employees must use prudent judgement whenever using the Town credit card for department purchases. Department Heads must do their best to limit the use of their credit card and have department required purchases initiated by the person most knowledgeable about the expenditure.

III. Purchasing Procedures at Merchant's Site, Telephone Order or Internet:

- You may use your credit card at any merchant that accepts American Express credit cards for payment of purchases.
- If possible, capital items should not be purchased on the credit card. This includes computers, printers, machinery, equipment and other capital items with individual costs greater than \$1,000.
- Any single credit card purchase that exceeds \$1,000 must receive email approval first from the Department Head and then from the CFO prior to making the purchase. The email approval from the Department Head/CFO must be attached to your monthly Reconciliation Voucher submitted to Finance.
- Notify the merchant that the purchase is for the Town of Fairfield and that it is <u>exempt from state sales tax</u>. The vendor may ask you to provide a Cert-134 form (for commodities) and Department of Revenue Services - Statement of Tax Exempt Status. Meals and lodging use the Cert-112. These forms may be obtained from the Purchasing Department.
- Obtain a sales receipt for all purchases.
- Obtain and retain your sales receipts for verification and reconciliation to your monthly Statement of Account from American Express.
- Whenever possible <u>use the free shipping option</u> if it is available to you.
- Consult with Purchasing to ensure that you are using preapproved local order vendors when making purchases.

IV. Procedures After Purchase:

 At the close of each billing cycle, you will receive a Statement of Account from American Express. The statement will itemize each transaction charged to your credit card account.

Upon receipt of the Statement, complete each of the actions listed below:

- 1. Compare your receipts to the monthly Statement of Account from American Express for accuracy.
- 2. Obtain a blank copy of a Reconciliation Voucher sheet from the Finance Department. (Attached)
- 3. Record credit card expenditures by appropriate general ledger account number and amount on the Reconciliation Voucher.
- 4. Attach copies of the sales receipts and monthly Statement of Account from American Express to the Reconciliation Voucher. Attach all credit vouchers (if applicable) to the Reconciliation Voucher.
- 5. The total expenses recorded per the Reconciliation Voucher must agree to the total expenditures per the monthly Statement of Account from American Express.
- 6. A minimum of the following two signatures are required on the Reconciliation Voucher:

You - The Cardholder Immediate Supervisor (if applicable) Department Head

The Department Head must <u>ALWAYS</u> sign the Reconciliation Voucher designating approval. If the cardholder is the Department Head, then the signature of the Chief Fiscal Officer must be obtained designating review and approval.

 Forward the Reconciliation Voucher and receipts to the Finance Department within five working days of receipt of the monthly Statement of Account from American Express.

V. Travel and Meeting Documentation:

All credit card purchases for Travel and Meeting must comply with the Town Travel and Meeting Policy.

- All items charged to your credit card for the purpose of Town-related travel and meetings (including luncheons, dinners, seminars, etc.) must be justified by proper sales receipts and <u>be fully documented on a Travel and Meeting expense report.</u> (Attached)
- The Travel and Meeting expense report will detail the date, place(s) visited, participants at the meeting, purpose of the meeting and the total amount charged to the credit card.
- It is imperative that all Travel and Meeting charges be for <u>Town</u> <u>business related purposes only and are necessary expenses</u> <u>required to conduct Town business</u>.

Meals Charged on the Credit Card:

- Meals charged on the credit card are limited to consumption by that individual employee only and should directly relate to specific Town business or meeting. Employees must not charge meals for persons not directly employed by the Town of Fairfield, including interns, volunteers, committee members, vendors, and outside business associates. (Meals may be purchased for other Town employees but you must designate the name of each employee and the purpose of the meeting on your Travel and Meeting expense report.)
- Meals during Town Business and Town Meetings: The meeting should have a clear, reasonable, specific business purpose and agenda.

• Gratuities must not exceed 18% and alcoholic beverages are not to be purchased on the Town credit card.

Daily Meal Reimbursement Amounts: When out of Town or when traveling on Town Business:

Breakfast	\$11	Town business falls between 7:00 a.m. and 9:00 a.m.
Lunch		Town business falls between 12:00 p.m. and 2:00 p.m.
Dinner		Town business falls between 5:00 p.m. and 7:00 p.m.

• Dinner pertaining to Night Meetings after work will be reimbursed at a maximum of \$12 if the employee has worked eight hours (normal working day including lunch) prior to the meeting and it is mandatory that the employee attend the meeting as a requirement of his/her job after working hours.

VI. Disputed Items:

- The cardholder is responsible for reporting/returning unsatisfactory goods or services to the merchant for replacement or refund. If the merchant refuses to remedy the faulty condition, the purchase of the item(s) will be considered to be in dispute.
- If charges on your statement are deemed incorrect then your statement is considered to be in dispute. A disputed item must be noted on the cardholder's Statement of Account and American Express must be notified immediately. The Town will make full payment of the disputed charge and American Express will credit the disputed charge on the following month's statement.

VII. Lost or Stolen Credit Cards:

- If your credit card is lost or stolen, notify the Director of Purchasing immediately. If appropriate, the Police Department will be notified depending on the situation (i.e., burglary, etc.).
- Provide the following information to the Director of Purchasing: your complete name, department, credit card number, the date reported to the police (if applicable), and any purchase(s) you made on the day the card was lost or stolen.

- Any fraudulent activity occurring on your credit card must be immediately reported to the Director of Purchasing.
- American Express will issue a new card and account number.
 You will not be responsible for paying any fraudulent charges on your account.

VIII. Changes to Cardholder Information:

- Changes to a cardholder's name should be reported to the Director of Purchasing. A new credit card will be issued.
- If you terminate your service with the Town of Fairfield, you must return your credit card to the Director of Purchasing prior to leaving.
- If you move to a new job/position in another department, you must notify the Director of Purchasing prior to the change.

PLEASE SIGN AND RETURN CARDHOLDER MEMORANDUM OF AGREEMENT ON THE FOLLOWING PAGE.

Town of Fairfield Procurement (Credit) Card Program

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CARDHOLDER MEMORANDUM OF AGREEMENT

I have read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card. I acknowledge that I have received a credit card to be used for the purpose of making purchases on behalf of the Town of Fairfield. I understand my responsibilities as a cardholder, which include punitive sanctions for misuse of my credit card.

The Town reserves the right to review and inspect goods purchased by you on your credit card at any time.

Cardholder Name (Please Print):	
Cardholder Signature:	
Department:	
Credit Card Number Issued – Last Four Digits:	
Date:	

~ A COPY OF THIS SIGNED LAST PAGE WILL BE RETAINED IN THE TOWN PURCHASING DEPARTMENT AS CREDIT CARD ADMINISTRATOR AND YOUR PERSONNEL FILE ~

Town of Fairfield American Express Reconciliation Voucher

Statement Period:	
Cardholder Name:	/DI
Department:	(Please Print)
	***ATTACH DECEIDES AND ANGEN CO

ATTACH RECEIPTS AND AMEX STATEMENT TO BACK FOR ANY SINGLE PURCHASE EXCEEDING \$1,000, YOU MUST ATTACH THE PRINTOUT OF THE CFO'S PRIOR EMAIL APPROVAL

	T		
MUNIS Account #	Vendor Name	Amount	Brief Description of Purchase - Attach Travel & Meeting Report If Applicable
	1		
TOTAL CHARGES:		\$	S
Cardholder Signature:			If the cardholder is also the
Reviewed/Approved By:			Department Head, then you must forward this packet to the CFO for approval.
	Department Head - Sign Na	ame	
	B		CFO Signature:
Date Approved:	Department Head - Print N	ame	CFO Date Approved:
bate Approved.	3-01-2	11	



TOWN OF FAIRFIELD

REQUEST FORM - OUT OF STATE TRAVEL

Employee Name:
Department:
Reason for Travel:
Dates of Travel:
Estimated Cost: (Monies must be available in your department's Travel and Meeting account.)
Approved By First Selectwoman:
Date of Approval:

This completed and approved form must accompany your Travel and Meeting Report.

TOWN OF FAIRFIELD MISSING RECEIPT FORM PROCUREMENT CARD PROGRAM

Cardholder Name:	
	Please Print
Cardholder Department:	
Card Number (Last 4 Digits Only):	
Merchant Name:	
Date of Transaction:	
Amount of Purchase:	
What was purchased?:	
Cardholder Signature:	
-	
Department Head Name:	
	Please Print
Department Head Signature:	
Repeated losses of receipts may be Card Program and grounds for discip	an indication of non-compliance with the Credit
*ATTACH TO MONTHLY AMERICAN	EXPRESS RECONCILIATION VOUCHER SHEET**

Department of Revenue Services State of Connecticut 450 Columbus Blvd Ste 1 Hartford CT 06103-1837

(Rev 07/09)

CERT-134

Exempt Purchases by Qualifying Governmental Agencies

General Purpose: Qualifying governmental agencies must issue this certificate to retailers when purchasing tengible personal property or enumerated services. For purposes of this certificate, qualifying governmental agencies include:

- · The United States and its agencies;
- · The State of Connecticut or its political subdivisions or their agencies:
- · Certain other entities exempt under Connecticut law; and
- · Persons acting as agents for any of these entities.

A qualifying governmental agency may use this certificate to purchase any tangible personal property for resale at any one of five fundraising or social events of a day's duration during any calendar year. The event must be exempt from tax under Coun. Gen. Stat. §12-412(94). Otherwise, governmental agencies are not allowed to purchase tangible personal property for resale with this certificate. See Special Notice 98(11). Exemption From Soles and Use Taxes of Sales by Nonprofit Organizations at Fundraising or Social Events

Statutory Authority: Conn., Gen., Stat., §12-412(1)(A)

Instructions for the Purchaser: An authorized person acting on behalf of a qualifying governmental agency must issue and sign this certificate to advise the seller of taugible personal property or taxable services that sales and use taxes do not apply to the purchase. The purchases must be made by the qualifying governmental agency using the agency's own funds.

Purchases made by individual employees who will be reimbursed by a qualifying governmental agency do not qualify for exemption under any circumstances, even if the purchases are made in the employee's official capacity.

If a purchaser other than an agency of the U.S. or the State of Connecticut, not named on the reverse of this certificate, is expressly exempted from state sales and use taxes by a federal or Connecticut statute, the purchaser must identify the exempting statute on the reverse of this certificate, If a purchaser is not expressly exempted by a federal statute, but believes it is exempt by reason of federal law, it must request a letter from the Department of Revenue Services (DRS) (address above) acknowledging the exempt status and attach a copy of the letter to this certificate.

Purchases of Meals and Lodging: In general, qualifying governmental agencies may not use this certificate to purchase meals and lodging, but must get preapproval from DRS for these purchases, and use CERT-112, Exempt Purchase of Meals and Lodging by Exempt Entities, or CERT-123. Blanket Certificate for Exempt Qualifying Purchases of Meals or Lodging by an Exempt Entity.

However, a qualifying governmental agency may purchase meals tax exempt using this certificate, without prior approval from DRS, when it will resell the meals at one of five fundraising or social events per year exempt under Conn. Geu. Stat. §12-412(94). See Policy Statement 2003(4), Purchases of Meals or Lodging by Exempt Entities.

Federal Government Purchases Not Requiring This Certificate: The federal government has implemented the "GSA SmartPay" program, which uses four categories of cards: Fleet, Purchase, Travel, and Integrated Cards: Federal employees may purchase tangible personal property and services, including meals and lodging, tax exempt when using GSA SmartPay cards, if the purchases are billed to and paid by the federal government. U.S government agencies making tax-exempt purchases using GSA SmartPay cards are not required to use any DRS certificates or to get preapproval for purchases. Some GSA SmartPay purchases do not qualify for exemption See Pulicy Statement 2009(2). Retailer's Acceptance of U.S. Government "GSA SmartPay 2" Charge Cards for Exempt Purchases.

Instructions for Agents Making Purchases for Qualifying Governmental Agencies: A person acting as the agent of a qualifying governmental agency making purchases of tangible personal property or enumerated services must issue this certificate to notify the seller sales and use taxes do not apply to the charges for the purchases

The agent must:

- · Complete and sign this certificate as the purchaser:
- Attach a copy of the document from the qualifying governmental agency that expressly designates the person as the agent for purchasing the types of goods or services being purchased; and
- Claim an exemption only on purchases of goods or services used exclusively by the qualifying governmental agency

Keep a copy of this certificate, the documents attached, and records that substantiate the information entered on this certificate for at least six years from the date this certificate is issued

Instructions for the Seller: Acceptance of this certificate, when properly completed and accompanied by any other required documents, relieves the seller from the burden of proving the sale and the storage, use, or consumption of the tangible personal property or taxable services are not subject to sales and use taxes. This certificate is valid only if taxen in good faith from a person who is authorized to furnish it to the seller on behalf of a qualifying governmental agency. The good faith of the seller will be questioned if the purchaser is not a qualifying governmental agency or the items purchased will not be used exclusively by or on behalf of the qualifying governmental agency.

Keep this certificate, the documents attached, and bills or invoices to the purchaser for at least six years from the date the items or services were purchased. The bills, invoices, or records covering the purchase made under this certificate must be marked "Exempt Under CERT-134" to indicate an exempt purchase has occurred.

This certificate may be used for a single exempt purchase, in which case the box marked "Certificate for One Purchase Only" must be checked. This certificate may also be used for a continuing line of exempt purchases, in which case the box marked "Blanket Certificate" must be checked. It remains in effect for three years unless the purchaser revokes it in writing before the three-year period expires. CERT-i34 may not be used as a blanket certificate for purchases of tangible personal property for resale at any one of five fundraising or social events per calendar year exempt under Conn. Gen. Stat. §12-412(94).

A qualifying governmental agency must pay for its exempt purchases with a check drawn on its own account or with a credit card issued in its own name (and not in the name of any of its members or officers). An exempt purchase of \$10 or less may be made using cash, as long as the purchase is made with the qualifying governmental agency's own funds, except a blanket certificate may not be used for eash purchases.

For More Information: Call DRS at 1-800-382-9463 (Connecticut calls outside the Circater Hartford calling area only) or 860-297-5962 (from anywhere) TTY, TDD, and Text Telephone users only may transmit inquiries 24 hours a day by calling 860-297-4911. Visit the DRS website at www.ct.gov/DRS to preview and download forms and publications.

Purchaser is			
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☐ Federal credit union	me of credit (mon	Onnecticut municipa	
Other entity exempted by Cor	inecticut law		
Other entity exempted by fede	ernt law	Name of entity Name of entity	Exempting Connecticut statute Exempting federal statute
☐ Connecticut Development Au	thority	or check box if acknowledgine	nt letter from DRS is attached
Agent of a qualifying government	nental agency listed above	(Attach documentation of appointmen	nt as agent.)
			yer ID Number
Name of qualifying governme	ntal agency		
Appointed agent for making the			
Address of purchaser:			(1-1/
Name of seller	Address		CT Tax Registration Number (If none, explain)
			Federal Employer ID Number
fundraising or social events Certificate for one purchase Purchases that qualify for e	per calendar year exempt only xemption under Conn. Ger	under Conn. Gen. Stat. §12-412(94). n. Stat. §12-412(94). Indicate the num	ber of prior fundraising or social events during this
Check the appropriate box(es) and p		Conn Gen Stat §12-412(94):	
☐ Tangible personal property			
Description:		11.1	
**************************************	De	claration by Purchaser	
The item(s) described above are tangi or other applicable statute. The purcha			mption provided in Conn. Gcn. Stat. §12-412(1)(A
declare under penalty of law that I ha	ve examined this certificate orrect. I understand the pe	e (including any accompanying schedu	lles and statements) and, to the best of my knowledge return to DRS is a fine of not more than \$5,000 o
Name of purchaser			
Ву:			
Signature of authorized person		Title	Date
f the purchaser is an entity exempted bove. If the purchaser is an entity ex athority, I have attached a copy of the	empted under federal law,	I have entered the citation of the exer	A), I have entered the citation of the exempting law npting law above, or, if there is no specific statutory
the purchaser is an agent of a qualify	ing governmental agency, l	have attached a copy of the document	from the qualifying governmental agency expressly



TOWN TRAVEL AND MEETING POLICY

PURPOSE

Town-wide travel and meeting policies and procedures have been designed to:

- Ensure that employee Travel and Meeting Reports submitted to the Finance Department are properly completed and include proper supporting documentation.
- Increase internal accounting controls over employee requests for reimbursement.
- Ensure that reimbursements are made for valid and approved businessrelated expenses.
- Establish consistency among employee Travel and Meeting Reports submitted for reimbursement.

POLICIES

Town employees shall be reimbursed for expenses incurred in the performance of their work duties.

All travel and meetings shall be approved by the department head and shall be in accordance with the rates and criteria set forth in this policy.

Reimbursable Travel and Meeting Expenses: Expenses incurred that are essential to transacting official Town business, including, but not limited to the following will be reimbursed:

- Use of privately owned vehicles for Town business:
 - Privately owned vehicles may be used for Town meetings, conventions and seminars. Mileage reimbursement shall be in

accordance with IRS guidelines (unless designated otherwise per collective bargaining agreement). Currently, the IRS recommends reimbursement at:

- <u>62.5 cents per mile</u> effective July 1, 2022 for calendar year 2022.
- 65.5 cents per mile effective January 1, 2023 for calendar year 2023.
- Parking charges and toll charges incurred in the use of a privately owned vehicle are reimbursable and must be substantiated by proper receipts.
- Charges for road service, repairs, towage and other similar expenses are not reimbursable.

Conventions and Seminars:

 Enrollment fees for convention and seminar attendance are reimbursable and must be substantiated by event itinerary and a proper receipt or canceled check.

Meals: All Meals and other Food Purchases Must be related to Town Business purposes only:

- In-state meals will be reimbursed if Town business requires an employee to be 15 or more miles away from his/her normal work location and Town business falls during hours per the schedule below. The reimbursement of business meals is set at a maximum of \$51 per day (unless designated otherwise per union contract).
- Out-of-state meals will be reimbursed according to the same schedule below. The reimbursement of business meals is set at a maximum of \$51 per day (unless designated otherwise per union contract).

Breakfast	\$11	Town business falls between 7:00 a.m. and 9:00 a.m.
Lunch	\$12	Town business falls between 12:00 p.m. and 2:00 p.m.
Dinner	\$23	Town business falls between 5:00 p.m. and 7:00 p.m.
Incidentals	\$5	Town business exceeds eight hours worked

- Dinner pertaining to Night Meetings after work will be reimbursed at a maximum of \$12 if the employee has worked eight hours (normal working day including lunch) prior to the meeting and it is mandatory that the employee attend the meeting as a requirement of his/her job after working hours.
- Gratuities/tips should not exceed a maximum of 18% of the total restaurant bill before tax.
- Meals must be substantiated by proper restaurant cash register receipt and/or credit card receipt. Alcoholic beverages purchased will not be reimbursed.

All air travel, lodging and car rental shall only be authorized at the lowest available rate. No upgraded first class lodging, airfare or car rental will be paid for by the Town. Employees are expected to travel using the most economical means possible.

Lodging:

 Must be substantiated by proper receipt and credit card receipt. In-room movie rentals will not be reimbursed.
 Personal long-distance telephone calls will not be reimbursed.

Bus, Taxi, Airfare, Parking Fees, and Highway Tolls:

 Must be substantiated by proper receipts and credit card receipt if applicable.

Important! All expenditures which encompass Town related travel or meeting expenses must be documented on a Travel and Meeting Report along with Department Head signature and receipts.

Travel and Meeting Reports can be obtained from the Finance Department and must contain the following information:

Payee name
Department
Dates of travel and/or meetings
Explanation of the expense
Amount of each expense
Total amount due
Signature of Department Head

 All Travel and Meeting Reports submitted to the Finance Department for reimbursement must be accompanied by proper supporting documentation and signed off by the Department Head.

RETIREMENT PARTIES

A department may use appropriated Town funds toward an employee's retirement celebration party. Actual expenses for the party shall not to exceed \$100 per retired employee. Departments are encouraged to combine group employee retirement celebrations into one party. Actual expenses for a group retirement party (for three or more retirees) shall not to exceed \$300. A voluntary employee collection/contribution amongst departments may be instituted to supplement the retirement celebration expense.

Funds can be used for any expense related to the retirement party such as cake, food, non-alcoholic drinks, decorations, flowers, etc. The funds shall not be used towards a gift to the retiree.

It should be noted that the Town of Fairfield does not pay sales tax when purchasing cake, food, etc. and the State sales tax exemption certificate should be used at time of purchase. A State of Connecticut sales tax exemption certificate form is attached.

<u>Note</u>: These funds may not be used for occasions such as employee birthdays, weddings, anniversaries or other celebrations of a personal nature, which should be paid for by employee contributions.

REQUEST FOR OUT OF STATE TRAVEL

- All out of state travel must be approved in advance by the First Selectwoman. Prior approval is obtained by submitting a completed Request for Non-local Travel Form to the First Selectwoman. Forms can be obtained from the Finance Department.
- All Travel and Meeting Reports submitted to the Finance Department will be reviewed by the Budget Director and are subject to budget approval prior to payment.

MONETARY ADVANCES

 Monetary advances for Town travel/meeting may be obtained by submitting a completed Employee Cash Advance Request Form to the Finance Department. Forms can be obtained from the Finance Department.

- A cash advance may not to be used to pay for personal services of any nature.
- An advance request will not be granted to an employee with an outstanding cash advance balance.
- An advance check will be available within ten days of receipt in the Accounts Payable Office.
- If monies are given in advance for Town travel and meeting expenses, then all receipts plus any left over cash comprising the total advance allotted should be handed in to the Finance Department along with the completed Travel and Meeting Report.
- Cash advances must be accounted for within ten working days of the projected dates as defined in the preceding section, either with adequate receipts, cash or a check for the balance made payable to the Town of Fairfield.
- Failure to account for advanced funds in full within sixty days will result in an employee payroll deduction for the balance due.

TOWN OF FAIRFIELD

Travel & Meeting Report

Employee Name	Dept
---------------	------

	ite	Places Visited	Mileage	Air/Rail	Room	Meals	Other	Patrotol 1 0 O	
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Date _____

Department of Revenue Services State of Connecticut 450 Columbus Blvd Ste 1 Hartford CT (6103-#837

(Rev 01/05)

CERT-112

Exempt Purchases of Meals or Lodging by Exempt Entities

General Purpose: Exempt organizations, qualifying governmental agencies, aumprofit churitable hospitals, uniprofit nursing homes, comprofit test homes and acoprofit exidential care homes ritist use this certificate to establish that their purchases of meals or todging are exempt from tax. (Any reference to tax in this document includes sales and use taxes and room occupancy tax, as applicable.) These organizations, governmental agencies, hospitals, and homes are referred to as exempt entities throughout this certificate. CERT-112 allows an exempt entity to purchase meals or lodging, or both, tax exempt for a single event and may not be used for repeat purchases. See CERT-123. Blanket Certificate for Exempt Qualifying Purchases of Meals or Lodging by an Exempt Entity or Qualifying Governmental Agency, for repeat qualifying exempt purchases of meals or lodging. Use this certificate only if these three conditions are treft.

- 1 The retailor directly invoices and charges the exempt entity for the fleats or lodging, and
- The exempt entity directly pays the retailer with a check drawn on its own account or with a credit hard issued in its own name; and
- 3. The exempt entry is not roimbursed, in whole or in part, by donation or otherwise, for its payment of the meals or ledging by those consuming the meals or lodging.

Statutory Authority: Conn. Gen. Stat. §12-412(1)(A), (8), and (94)

Credit Card Purchases: If a credit card is used to pay the retailer of modes or lodging, the card must be issued in the name of the exempt entity. The credit card must be used exclusively to make purchases for the use of the exempt entity (not for the convenience of its officers, employees, or members). The credit card charges must be paid by a check drawn on the exempt entity's name checking account.

Nonqualifying Purchases: This certificate may not be used (and tax must be paid) for the purchase of meals or lodging not mosting all three conditions above. Nonqualifying purchases include fund raisers where those who attend are charged or are required to make any payment and seminars or conferences where meals or lodging charges are included in the conference or seminar registration fee, except as described below.

An exempt entity may purchase neals tax exempt using CERT-113, Purchases of Tangible Personal Property and Services by a Nonprofit Charitable Haspital, Nonprofit Nursing Home, Nonprofit Rest Home, or Nonprofit Residential Care Home; CERT-119, Purchases of Tangible Personal Property and Services by Ottalifying Exempt Organizations; or CERT-134, Exempt Purchases by Qualifying Governmental Agencies; and does not have to get prior approval from the Dopartment of Revenue Services (DRS), when it will reself the meals at one of five fundraising or social events per year that is exempt from tax under Conn. Gen. Stat. §12-412(94) including meals resold at conferences and seminars. See Special Notice 98(11), Exemption From Sales and Use Taxes of Sales by Nonprofit Organizations at Fundraising or Social Events.

Government Purchases Not Requiring Preapproval: The federal government has implemented the "GSA SmartPay" program, which uses four categories of credit cards: Fleet, Purchase, Travel, and Integrated cards. Federal employees may purchase meals and lodging tax exempl by using certain GSA SmartPay cards when the purchases are billed to and paid by the federal government. U.S. government agencies making tax-exempt purchases of meals and indging using GSA SmartPay cards are not required to got preapproval for these purchases from DRS and are not required to provide the retailer with CERT-112. See Policy Statement 2000(14), Retailer's Acceptance of U.S. Government "GSA SmartPay." Credit Card for Exempt Purchases

Instructions for the Purchaser: An officer of an excupt entity must complete and sign this certificate and submit it to DRS at least three weeks before an event to request the tax-execute purchase of meals or lodging at a specific event. The exempt entity should include a copy of the flyer amounteement, or other promotional literature about the event with CERT-12. If the purchaser is in exempt organization, it must either attach a

copy of its FR C §50 (c)(3) or (13) determination letter issued by the U.S. Treasury Department or, if it was issued an exemption permit by DRS, enter its exemption permit number on CERT-112. If the purchaser is a qualifying governmental agency, no attachment is required. If the purchaser is a nonprofit chantable hospital, nonprofil nursing home, nonprofit rest home, or nonprofit residential care home, it notstattach a copy of a valid and active license issued by the Department of Public Health under Chapter 368v of the Connecticut General Statutes and a copy of its LR C \$501(c)(3) or (4) determination letter issued by the U.S. Treasury Department or, if it was issued an exemption permit by DRS, enter its exemption permit number on CERT-112 If DRS concludes that the applicant is making a qualifying exempt purchase, CERT-112 with DRS official approval noted will be returned to the exempt entity. The exempt entity then provides CERT-112 to the retailer of meats or lodging. Keep a copy of this certificate, the documents attached, and records mat substantiate the information on this certificate for at least six years from the date it is issued.

Events That Qualify for Refund Only: If the exempt entity will be paying (and will not be reimbursed, in whole or in part) for the meals or lodging of some of the attenders, but will be reimbursed in whole or in part for the meals or lodging of others, a preapprioved exemption will not be issued. The exempt entity must pay rax on all the meals or lodging at the time of the purchase. However, DRS will refund the tax in those meals or lodging that were paid for by the exempt entity for which it was not reimbursed in whole or in part. The exempt entity must file, and DRS must approve, CERT-122, Refund of Sales Tax Paid on Purchases of Meals or Lodging by Exempt Entities. The exempt entity is not eligible for refund of the tax paid on meals or lodging for which it received full or partial reimbursement other than for meals sold under five one-day fluodraising or social events per calendar year exemption. See Policy Statement 2003(4), Purchases of Meals or Lodging by Exempt Entities, for more information.

Example 1: B, an exempt organization, sponsors a dinner to honor one of its members. The restaurant charges B \$50 per meal and B sells tickets for \$50 per person. The honoree and members of the immediate family attend as guests of the organization. B must pay sales tax on all meals purchased. It may, however, complete and file CERT-122 to claim a refinid of the taxes paid only on meals consumed by the honoree and members of the immediate family.

Example 2: C, an exempt organization, sponsors a retirement dinner to honor one of its employees. The restaurant charges C S60 per meal. C sells tickets for S50 per person and pays the \$10 difference to the restaurant from its own thinds. C must pay sales tax on the full price of all meals outclased. Because the miganization received partial reimbursement for all of the meals, C is not eligible for a refund of any of the tax paid.

Instructions for Retailer of Meals or Lodging: Acceptance of this certificate, when properly completed and with DRS official approval noted, relieves the retailer from the burden of proving the sale of meals or lodging was not subject to tax. This certificate is valid only if taken in good faith from an exempt entity.

Do not accept this certificate unless you directly invoice and charge the exempt entity for the rucals or lodging. Do not accept the certificate unless you are directly paid by the exempt entity with a check drawn on the exempt entity's own checking account or with a credit card issued in the exempt entity's name that in the name of one of its members, employees, or officers)—Cash payments do not satisfy this condition, regardless of the cost of the meals or lodging

Keep this certificate, the documents attached, and bills or invoices to the exempt entity for at least six years from the date that the meats or lodging were purchased. The bills, invoices, or records covering the purchase made under this pertificate must be marked "Exempt Under CERT-112" to indicate an exempt purchase has occurred. This certificate only applies to the specific event indicated and may not be used for the exempt purchase of any meals or lodging at any other event.

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Describe Purpose of Reason for Event (the specific Force)	and to meeting at board of more so or functions to honory aluntee	s)
The exempt entity must provide the following in	tonnation about the meals or lodging being purchased	(See instructions)
Column A	Column B	Column C
Total Number of Meals or Lodging to be Purchased	Number for Which No Reimbursement, Full or	Number for Which Reimbursement, Full or
Purenased	Printal WRI Be Received	Parisa Wee Received
The sum of the numbers	s cutered in Column B and or Column C should equal	the number entered in Lotumn A
Will the exempt ensity make a charge for the	meals or lodging to those attending the event?	Yes No
	my invoice and charge the exempt entity for the meals	
	of the meals or lodging with a check drawn on its ov	
or with a credit card issued in its own name (and not in the name of one of its members, employees,	or officers!" Yes No
	Declaration by Exempt Entity	
examined this document (including any accompan I understand the penalty for willfully delivering a	le, attached to this certificate, has not been canceled oying schedules and statements) and, to the best of my a false return or document to DRS is a fine of not mo or other than the taxpayer is based on all information	knowledge and belief, it is true, complete, and corrective than \$5,000, or imprisonment for not more than five
Print Name	Title	
Signature of Authorized Person	Date	Telephone Number
Notice to Retailers: Do not accept this certifi Request Approved by DRS	icate if DRS has not completed the following sec For DRS Use Only	tion and noted official approval.
Request Approved by DRS Deficial Approval/DRS Request Disapproved by DRS Exempt entity did not provide proof of exempliceuse issued by the Department of Public Heat Exempt entity will not be directly invoiced and Exempt entity will not directly pay the retailer of own name (and not in the name of one of its many properties).	Date Ap Date Ap I status (Connecticus exemption permit number or I lth, if applicable) charged by the retailer of the meals or lodging of the meals or lodging with a check drawn on its own nembers, employees, or officers)	proved R.C. §501(c)(3), (4), or (13) determination letter, and checking account of with a medit card issued in its
Request Approved by DRS Deficial Approval/DRS Request Disapproved by DRS Exempt entity did not provide proof of exempt liceuse issued by the Department of Public Heat Exempt entity will not be directly invoiced and Exempt entity will not directly pay the retailer of own name (and not in the name of one of its many properties).	For DRS Use Only Date Ap I status (Connecticut exemption permit number or I lth, if applicable) charged by the retailer of the meals or lodging of the meals or lodging with a check drawn on its own	proved R.C. §501(c)(3), (4), or (13) determination (etter, and checking account or with a medit card issued in its
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Request Approved by DRS Request Disapproved by DRS Exempt entity did not provide proof of exempl liceuse issued by the Department of Public Heat Exempt entity will not be directly invoiced and Exempt entity will not directly pay the retailer of own name (and not in the name of one of its of Exempt entity will be tembursed, in full or in particular Disapproval DRS For More Information: For other information, cafrom anywhere). TTY, TDD, and Text Telepho	Date Ap. I status (Connecticut exemption permit number or I lth, if applicable) charged by the retailer of the meals or lodging of the meals or lodging with a check drawn on its own numbers, employees, or officers), over, for its payment for the meals or lodging by those pate 1.800-382 and users only may transmit inquiries anytime by call	proved R.C. §501(c)(3), (4), or (13) determination letter, and checking account of with a medit card issued in its consuming the meats or lodging approved.



TOWN OF FAIRFIELD STANDARDS OF CONDUCT MUNICIPAL FRAUD POLICIES AND PROCEDURES

Public service is a public trust, and the proper operation of the Town of Fairfield requires that all Town officials and employees, whether elected or appointed, paid or unpaid, be impartial and responsible to the public. Public office and employment must not be used for unfair personal or financial advantage. The public needs and deserves to have confidence in the integrity of the municipal government of our Town.

Officers and employees of the Town of Fairfield must refrain from personal, business, and financial activities that adversely affect the individual's fidelity and impartiality, having regards for the nature and scope of their official responsibilities

STANDARDS OF CONDUCT

The Town of Fairfield official STANDARDS OF CONDUCT is described in detail in the TOWN CHARTER -ARTICLE XI, sections 11.1 thru 11.5 (copy attached).

MUNICIPAL FRAUD POLICIES AND PROCEDURES

The Town of Fairfield is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the Town of Fairfield to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the Town and, when appropriate, pursue legal remedies available under the law.

This Municipal Fraud Policy was created to:

- Establish policies and procedures for clarifying acts that are considered to be fraudulent, describing steps to be taken when fraud or other related dishonest activities are suspected.
- Providing procedures to follow in accounting for missing funds, restitution and recoveries.
- To strengthen the public's confidence in the integrity of Town employees by establishing a formal process for reporting, investigating, and resolving cases of fraud and abuse.
- To raise awareness of Town officials/employees to the integrity-related issues by initiating integrity-related programs and policies throughout Town Department's.

 To provide guidance and assistance to Town Department Heads concerning recommendations for specific integrity related issues that emphasize prevention, detection and correction of fraud, corruption and abuse within their departments.

Definition of terms:

FRAUD is understood to mean a dishonest and deliberate course of action which results in the obtaining of money, property or an advantage to which the recipient would not normally be entitled to. This may include:

- Theft, misuse, or diversion of money, equipment and/or materials
 - o Claim for reimbursement of expenses that are not job-related or authorized by the current bargaining agreement.
 - o Forgery or unauthorized alterations of documents (checks, purchase orders/requisitions, time sheets, independent contractor agreements, budgets, etc.
 - Misappropriation of Town assets (funds, securities, supplies, furniture, equipment, etc.).
 - o Improprieties in the handling or reporting of money transactions.
 - Authorizing or receiving payments for goods not received or services not performed.
 - Computer related activities involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of Town-owned software.
- Worker's Compensation Fraud
- Misrepresentation of information on documents
- Intentional failure to report damage
- Intentional failure to provide product or services that are part of your job
- Intentional misrepresentation of the Towns or governmental policies
- Payroll falsification (theft of time)
- Any apparent violation of Federal, State, or Local laws related to dishonest activities or fraud

ABUSE entails the exploitation of "loopholes: to the limits of the law, primarily for personal advantage.

EMPLOYEE- in this context, employee refers to any individual or group of individuals who receive compensation, either full or part time, from the Town of Fairfield. The term also includes any volunteer who provides services to the Town through an arrangement with the Town or a Town organization.

MANAGEMENT- In this context, management refers to any administrator, manager, direct, supervisor, or other individual who manages or supervises funds or other resources, including human resources.

POLICE CHIEF AND DIRECTOR OF HUMAN RESOURCES – in this context, Police Chief and Director of Human Resources refers to the persons who shall investigate credible claims of fraud.

EXTERNAL AUDITOR – in this context, External Auditor refers to independent audit professionals who perform annual audits of the Town's financial statements.

GENERAL POLICY

- A. It is the Towns intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, and length of service or relationship with the Town of any party who might be or become involved in or becomes the subject of such investigation.
- B. Each department of the Town is responsible for instituting and maintaining a system of internal controls to provide reasonable assurance for the prevention and detection of fraud, misappropriations, and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.
- C. The Director of Human Resources, in conjunction with the Town Attorney, the First Selectman, the Chief of Police and, if needed, the Chief Fiscal Officer, have the primary responsibility for the investigation of all activity as defined in this policy.
- D. Throughout the investigation, the Director of Human Resources will inform the Town Chief Fiscal Officer of pertinent investigative findings in relation to financial fraud or misconduct
- E. Employees will be granted whistle-blower protection when acting in accordance with this policy, When informed of a suspected impropriety, neither the Town nor any person acting on behalf of the Town shall:
 - a. Dismiss or threaten to dismiss the employee
 - **b.** Discipline, suspend, or threaten to discipline or suspend the employee
 - c. Impose any penalty upon the employee
 - d. Intimidate or coerce the employee

Violations of the whistle-blower protection will result in discipline up to and including dismissal.

- **F.** Upon conclusion of the investigation, the results will be reported to the First Selectman and the Board of Selectmen.
- G. The Director of Human Resources, following review of investigation results, shall take the appropriate action regarding employee misconduct. Disciplinary action can include termination, and referral of the case to the State's Attorney for possible prosecution.
- H. The Town will pursue every reasonable effort, including court ordered restitution, to obtain recovery of Town losses from the offender, or other appropriate sources.

PROCEDURES

A. First Selectmen Responsibilities

- a. If the First Selectman has reason to suspect a fraud has occurred, he/she shall immediately contact the Town Attorney, Chief of Police, Director of Human Resources or the Town Chief Fiscal Officer.
- **b.** The alleged fraud or audit investigation shall not be discussed with the media by any person other than the First Selectman, Police Chief or his designee, the Town Attorney or Director of Human Resources.

B. Management Responsibilities

- **a.** Management is responsible for being alert to, and reporting fraudulent or related dishonest activities in the area of responsibility.
- **b.** Each manager should be familiar with the types of improprieties that might occur in his/her area and be alert for any indication that improper activity, misappropriation, or dishonest activity is or was in existence in his/her area.
- **c.** When an improper activity is detected or suspected, management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.
- d. If management determines a suspected activity many involve fraud or related dishonest activity, they should contact their immediate supervisor (or contact the Town Attorney, First Selectman or Director of human Resources if supervisor is involved).
- e. Department Heads should inform the First Selectman immediately upon learning of a credible allegation of fraud (or contact the Town Attorney, Chief of Police or Director of Human Resources if the First Selectman is implicated).
- f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrence of improper actions.
- **g.** Management should support the Town's responsibilities and cooperate fully with the Director of Human Resources, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of criminal acts, including the prosecution of offenders.
- h. Management must give full and unrestricted access to all necessary records and personnel. All Town furniture and contents, including desks and computer, are open to inspection at any time. There is no assumption of privacy.
- i. In dealing with suspected dishonest or fraudulent activities, great care must be taken. Therefore, management should not:
 - i. Make unfounded accusations

- ii. Alert suspected individuals that an investigation is underway
- iii. Treat employees unfairly
- iv. Make statements that could lead to claims of false accusations or other offenses
- **j.** In handling dishonest or fraudulent activities, management has the responsibility to:
 - i. Make no contact (unless requested) with the suspected individual to determine facts or demand restitution. Under no circumstances should there be any reference to "what you did", "the crime", "the fraud", "the misappropriation", etc.
 - ii. Avoid discussing the case, facts, suspicions, or allegations with anyone outside the Town, unless specifically directed to do so by the Town Attorney.
 - iii. Avoid discussing the case with anyone inside the Town other than employees who have a need to know such as the First Selectman, Town Chief Fiscal Officer, Director of Human Resources, Town Attorney or law enforcement personnel.
 - iv. Direct all inquiries from the suspected individual, or his/her representative, to the Town Attorney. All inquiries by any attorney of the suspected individual should be direct to the Town Attorney. The alleged fraud or audit investigation shall not be discussed with the media by any person other than the First Selectman, Police Chief or his designee, the Town Attorney and the Director of Human Resources.
 - v. Take appropriate corrective and disciplinary action, up to and including dismissal, after consulting with the Director of Human Resources and the Town Attorney, in conformance with the Town' Personnel Policies and Procedures or the appropriate bargaining document.

C. Employee Responsibilities

- a. A suspected fraudulent incident or practice observed by, or made known to, an employee must be reported to the employee's supervisor for reporting to the proper management official.
- b. When the employee believes the supervisor may be involved in the inappropriate activity, the employee shall make the report directly to the next higher level of management or contact the Town Attorney, the Town Chief Fiscal Officer or Director of Human Resources.
- c. The reporting employees shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the Director of Human Resources or law enforcement personnel.

D. Director of Human Resources responsibilities

- **a.** Upon request of any town employee, the Director of Human Resources will promptly investigate allegations of fraud and notify either the Town Attorney or Police Chief, and in case of financial fraud, the Chief Fiscal Officer.
- **b.** In all circumstance where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Director, in consultation with the Town Attorney, shall contact the Town of Fairfield Police Department.
- **c.** The Director shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.
- **d.** If evidence is uncovered showing possible dishonest or fraudulent activities, the Director of Human Resources will proceed as follows:
 - i. Discuss the finding with the appropriate management/supervisor and the Department Head.
 - ii. Advise management, if the case involves staff members, to meet with the Directors of Human Resources (or his/her designated representative) to determine if disciplinary actions should be taken. Any disciplinary action taken will be in accordance with the Town Personnel Rules and any applicable Memorandums of Understanding.
 - iii. Report to the External Auditor such activities in order to assess the effect if the illegal activity on the Town's financial statements.
 - iv. Coordinate with the Town's Risk Management insurer regarding notification to insurers and filing of insurance claims.
 - v. Tale immediate action, in consultation with the Town Attorney and Chief Fiscal Officer, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but not limited to:
 - 1. Removing the record and placing them in a secure location, or limiting access to the location where the records currently exist.
 - 2. Preventing the individual suspected of committing the fraud from having access to the records.
- e. In consultation with the Town Attorney and the Town of Fairfield Police Department, the Director may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.
- f. If the Director is contacted by the media regarding an alleged fraud or audit investigation, the Director will consult with the First Selectman and the Town Attorney, as appropriate, before responding to a media request for information or interview.
- **g.** At the conclusion of the investigation, the Director will document the results in a confidential memorandum report to the First Selectman, the Town Attorney, and in cases of financial fraud to the Chief Fiscal Officer. If the report concludes that the allegations

are founded, the report will be forwarded to the Town of Fairfield Police Department.

- h. Unless exceptional circumstances exist, a person under investigation for fraud shall be given notice in writing of essential particulars of the allegations following the conclusion of the audit. Where notice is given, the person against whom the allegations are being made may submit a written explanation to the Director of Human Resources no later than seven (7) calendar days after notice is sent.
- The Director of Human Resources will be required to make recommendations to the appropriate department for assistant in the prevention of further similar occurrences.
- j. Upon completion of the investigation, including all legal and personnel actions, all records, document, and other evidentiary material, obtained from the department under investigation will be returned by the Director to that department.

EXCEPTIONS

There are no exceptions to this policy unless provided and approved by the First Selectman and the Town Attorney.

Brenda Kupchick, First Selectman

November 25, 2019



Fairfield Town Employees

We will exemplify the Town's mission, vision, and values:

Be an ambassador

- Maintain a positive attitude
- Greet everyone courteously
- Always be professional

Treat every customer with importance

- Be respectful
- Treat residents and colleagues with an equal sense of urgency
- Keep your promises and commitments

Provide prompt, accurate service

- Take ownership/be accountable
- Be knowledgeable and helpful
- Follow up with customers

We pledge to do our part to make our departments and our Town the model for excellent customer service; to treat all customers (colleagues and residents) with respect and friendliness.

We will take ownership of any problem that is within our power to solve and will do so with a positive and professional attitude.



the same year. No member shall be eligible for reappointment to the Golf Commission for a period of five years after the end of his or her term.

B Powers and divies the Golf Commission shall be the policy making birdy for one Part Cook Course and the Et Smith Richardson Golf Course it shall have the following provers subject to appropriation

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§ 11.1 Declaration of policy

Elected and appointed Lown officers, RTM members, members of boards, commissions, authorities and committees, and all employees of the Lown shall demonstrate by their example the highest standards of ethical conduct, to the end that the public may justifiably have trust and confidence in the integrity of government. As agents of public purpose, they shall hold their offices or positions for the benefit of the nable, shall recognize that the public interest is their primary concern, and shall faithfully discharge the duties of their offices regardless of personal considerations.

§ 11.2 Conflicts of interest

No elected or appointed Town officer or employee or RTM member or any member of any authority, board, commission, or committee shall:

A. Solice or accept any gift, directly or indirectly, whether in the form of money, loan, granity, favor, service, thing or promise, or in any other form, under circumstances in which it can reasonably be inferred that the gift is intended to influence the Fown officer, circloyee, or member in the performance of official duties; (Nothing in this paragraph shall preclude the solicitation or acceptance of lawful contributions for election campaigns

B. Disclose confidential information gained by reason of the office or position or use such information for the personal gain or benefit of anyone.



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Very clear at or appearable Toward Haser or employee. RTM member is accorded of any board, commission, each page or commission who possesses or wik acquires such preside disclosure thereof to such count to create a conflict with the public interest shall make disclosure thereof to such count commission, authority, columnise, or body and such person shall be disqual find from according authority, and united providing the private inverse.

§ 114 Fair and equal treatment

No elected or appointed Town officer or employee, RTM member, or member of any board, commission authority or committee shall use an official position to secure or grant special consideration, treatment, advantage, privilege, or exemption to hunself or herself or to any person beyond that which is available to every other person. This provision is not intended to prevent an RTM member from properly representing the people of the member's district.

§ 11.5 Penalties and disciplinary action for violations

The failure to comply with, or any violation of, the standards of conduct established by this Charter shall be grounds for the removal from office or discharge from employment of the offending Town officer, employee, RTM member, or member of any board commission, authority, or committee and the Board of Selectmen in its discretion may void any contract entered into or adopted in violation of this Charter. The Board of Selectmen or the Ethics Commission may recommend disciplinary measures for RTM members who fail to comply with, or who violate, these standards, but the RTM retains the final authority to discipline its members.

Simpson, Cathleen

From: Lori Charlton < ltcharlton@optimum.net>
Sent: Saturday, February 25, 2023 1:07 PM

To: Baldwin, James

Cc: DeWitt, Christopher; Simpson, Cathleen; Mitola, John

Subject: Re: Breach of Confidence

Jim - exactly what lesson have you learned? As a reminder, you did not bring this issue to us. We brought it to you - after Ms. Kery complained that the Administration was unresponsive to her requests and was about to file a FOIA complaint, and months after her initial inquiries should have raised red flags and actions on the Administration's part. What my notes specifically indicate is <u>your</u> acknowledgement that this matter was already in the public domain by virtue of the fact it was brought to us by a member of the public, and that any confidential aspects (which I understood to be specifics of the investigation or personnel-related matters) would require discussion in executive session. I won't repeat what John Mitola rightly pointed out, but for the record - I voted against going into executive session because 1) we neither know nor discussed anything that could be considered confidential, 2) it's a FOIA violation to use that forum to shield information from the public without cause and 3) because this information can reasonably have an impact on the activities and decisions the BOF makes in our oversight role - whether you respect that role or not.

I told you and Cathleen repeatedly and from the start I felt obligated to bring this issue to the BOFs attention. I agreed not to do so immediately because of your collective concerns that premature disclosure might harm the investigation. In my judgment and despite the ire expressed by other BOF members in not being informed sooner, that was a reasonable request. I was also amenable to holding off because the initial timeframe communicated to us to complete the investigation was 30 days. I told you point blank that if this dragged on for much longer than that, it would be problematic to refrain from disclosing it to my colleagues. Now as we all know, 30 days have come and gone. As you may or may not know, the existence of an investigation was widely apparent by the time of the BOF meeting. A significant amount of chatter among employees has made its way around - including to other elected and appointed officials. This includes one employee who purportedly told colleagues they had been disciplined as a result of the investigation. In the midst of this, the Town issued a new "MOU" for all credit card holders to sign and and let them know it would be maintained in their personnel file, including employees who were interviewed as part of this process. With these activities taking place, the chatter should not surprise anyone. But the notion that the mere existence of an investigation was confidential when I disclosed it is preposterous. If you can explain what harm my statements caused (other than your personal sense of betrayal) I'm sincerely appreciative to be educated.

In the meantime, I'll clarify my view on why it's important to have public discussion on this: if problems are not acknowledged and dealt with transparently they are unlikely to be fixed. I trust the Administration will deal appropriately with any personnel matters that may arise out of this situation. I have zero confidence that the root causes (including poorly designed policies, ineffective internal controls and questionable sufficiency of resources) will be adequately addressed without outside input and expertise, and that consequently the problems will not repeat themselves. Fixes may also require budgetary action - which in turn requires justification to the public, and I know I don't need to explain the timing of that process to you.

As long as we're all getting things off our chests, I have to say I find it particularly galling that you should accuse me of "sheer negligence" in elevating an issue that was brought to the Administration's attention more than 3 years ago - in a January 2020 internal audit, and which - apparently by sheer negligence - they have utterly failed to address. That inaction speaks volumes. It exposes the Town and the taxpayers to financial loss, and that's where the harm has been done. That's the issue I care about, both as an elected official and a taxpayer. Decades of experience also tells me that these issues are almost always broader in scope than what initially surfaces. If the "lesson" you take from this is that it serves the Town for you to be more insular, less transparent, and less accepting of input, then that's on you. For my

part, I will to continue to ask questions and make best efforts to be part of the solution, and I hope that we can work together to do that. Trust is a two-way street.

Lori

On Feb 24, 2023, at 3:35 PM, James Baldwin < jbaldwin@cbklaw.net> wrote:

Let's compare notes then. Here are mine, entered immediately after our call.

But this is water under the bridge as far as I'm concerned. I've learned my lesson.

From: Lori T. Charlton < ltcharlton@optimum.net>

Sent: Friday, February 24, 2023 3:16 PM To: James Baldwin < jbaldwin@cbklaw.net>

Cc: DeWitt, Christopher <chrisdewitt103@gmail.com>; Cathleen Simpson (csimpson@fairfieldct.org)

<csimpson@fairfieldct.org>; John Mitola <jrmitola@aol.com>

Subject: Re: Breach of Confidence

Specifically? The fact that there was an "express agreement" that this would not be discussed with the board other than in executive session. Neither my meeting notes nor my memory support this.

I will respond more fully when I have time.

Lori

Sent from my iPhone

On Feb 24, 2023, at 2:22 PM, James Baldwin < jbaldwin@cbklaw.net> wrote:

Please be specific. What is inaccurate about my characterization of our 12/29 discussion?

James T. Baldwin <image001.jpg> **Town Attorney**

Coles, Baldwin, Kaiser & Creager LLC

Attorneys and Counselors at Law

1 Eliot Place, 3rd Floor Fairfield, Connecticut 06824 Tel: 203.319.0800 (Ext 302)

Fax: 203.319.1210

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From: Mitola, John < John. Mitola@Bridgeportct.gov>

Sent: Friday, February 24, 2023 2:08 PM

To: James Baldwin < ibaldwin@cbklaw.net>; Lori T. Charlton < ltcharlton@optimum.net>

Cc: DeWitt, Christopher < chrisdewitt103@gmail.com; Cathleen Simpson

(csimpson@fairfieldct.org) <csimpson@fairfieldct.org>

Subject: RE: Breach of Confidence

First of all - Please stop using my work email on stuff like this. My email for town purposes is jrmitola@aol.com. That has been my email for town business for 20 years.

Second your characterization of what was discussed at the Dec. 29 meeting it inaccurate.

Third- nothing that was said publicly at the Tuesday meeting compromised the investigation. In fact, the more that I think about it, it was probably FOIA violation that we went into executive session because we have no knowledge of the investigation only that one is purportedly happening. So there was no need to go into executive session. Simply informing the Board that a citizen raised some issue which is being investigated by the town does not compromise any investigation nor does it require us to go into executive session. We should have probably told the Board about the complaint from the citizen three months ago but as a courtesy to you we refrained form doing so. Three months later, with no apparent conclusion of the investigation in site, the Chair could not keep this from the Board any longer.

John R. Mitola
Associate City Attorney
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604
203-576-7647
Fax 203-576-8252
john.mitola@bridgeportct.gov

From: James Baldwin < jbaldwin@cbklaw.net
Sent: Friday, February 24, 2023 1:04 PM
To: Lori T. Charlton ltcharlton@optimum.net

Cc: DeWitt, Christopher < chrisdewitt103@gmail.com; Mitola, John

<John.Mitola@Bridgeportct.gov>; Cathleen Simpson (csimpson@fairfieldct.org)

<csimpson@fairfieldct.org>
Subject: Breach of Confidence

Lori:

I write to express my shock and dismay over the fact that at Monday's BOF meeting you violated the express terms of our December 29th discussion regarding the ongoing credit card investigation. It was agreed that if you chose to raise the matter with the full board, as is your prerogative, you would only do so in private executive session with Cathleen and/or me. Not only did you bring the topic up during public discussion, you then voted against going into executive session. Furthermore, in another breach of trust, you failed to give Cathleen and me notice of your intention to bring this up at the

meeting in which case it would have been appropriate for one or both of us to inform the members of the investigation status, scope and its possible HR and operational implications - in private executive session. Unilaterally raising this issue without allowing us the opportunity to provide valuable input was, if nothing else, an act of sheer negligence.

I reviewed the meeting recording and recognize you for your effort to refrain from discussing the substance of the investigation however that does not explain or justify your failure to adhere to the December 29th agreement that if the matter is to be discussed while the investigation is ongoing, it should be done in private executive session. I respectfully submit that this breach has a chilling effect upon our confidence in being able to share sensitive town information that rightly should, in the appropriate manner, be disclosed to your board.

Finally, as we discussed, once the investigation is concluded, discussion of the findings and conclusions are appropriate for full board discussion in public session. I trust that should happen soon. However if you or members of the board wish to have a discussion before the investigation is concluded, we will be happy to do so in private executive session.

James T. Baldwin <image001.jpg>

Town Attorney

Coles, Baldwin, Kaiser & Creager LLC

Attorneys and Counselors at Law 1 Eliot Place, 3rd Floor

Fairfield, Connecticut 06824 **Tel:** 203.319.0800 (Ext 302)

Fax: 203.319.1210

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This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance.

<12-29-22 notes.pdf>

Simpson, Cathleen

From:

Lori Charlton < Itcharlton@optimum.net>

Sent:

Thursday, March 2, 2023 2:29 PM

To:

Simpson, Cathleen

Subject:

Fraud Policy

Attachments:

TOF - Municipal Fraud Policies and Procedures - December 2009.pdf

Hi Cathleen,

Passing this along in case you have not seen it. It is a copy of the Town's fraud policy and was apparently implemented in response to independent auditor recommendations a number of years ago. Auditors look for this type of policy to ensure that entities provide clarity about what constitutes fraud and to outline management's responsibilities. The absence of a policy like this might constitute a "material weakness" in internal controls (as defined in professional auditing standards) that requires disclosure and reporting.

I honestly never saw this or knew of its existence before someone sent it to me yesterday. I confirmed with our auditor that it is consistent with what he has on file and which is represented to him to be the policy we have in place. I have no idea whether this is incorporated into other Town policies, but passing along because you mentioned you were in the process of updating policies (and perhaps a code of conduct & employee handbook?).

Thanks,

Lori

Begin forwarded message:

From: Lori Charlton < ltcharlton@optimum.net>

Subject: Fraud Policy

Date: March 2, 2023 at 12:39:20 PM EST

To: Joseph Centofanti < icentofanti@pkfod.com>

Joe, please let me know if this is consistent with what you have in your files. Thanks.

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Monday, March 6, 2023 3:15 PM

To: Subject: 'Lori Charlton' RE: Fraud Policy

Hi Lori,

Hope you had a nice weekend. I meant to get back to you sooner. Thank you for providing me with this. It is helpful as part of the review of the history and how best to go forward. I appreciate your help.

Best,

Cathleen

From: Lori Charlton < ltcharlton@optimum.net>

Sent: Thursday, March 2, 2023 2:29 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Subject: Fraud Policy

Hi Cathleen,

Passing this along in case you have not seen it. It is a copy of the Town's fraud policy and was apparently implemented in response to independent auditor recommendations a number of years ago. Auditors look for this type of policy to ensure that entities provide clarity about what constitutes fraud and to outline management's responsibilities. The absence of a policy like this might constitute a "material weakness" in internal controls (as defined in professional auditing standards) that requires disclosure and reporting.

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Thanks,

Lori

Begin forwarded message:

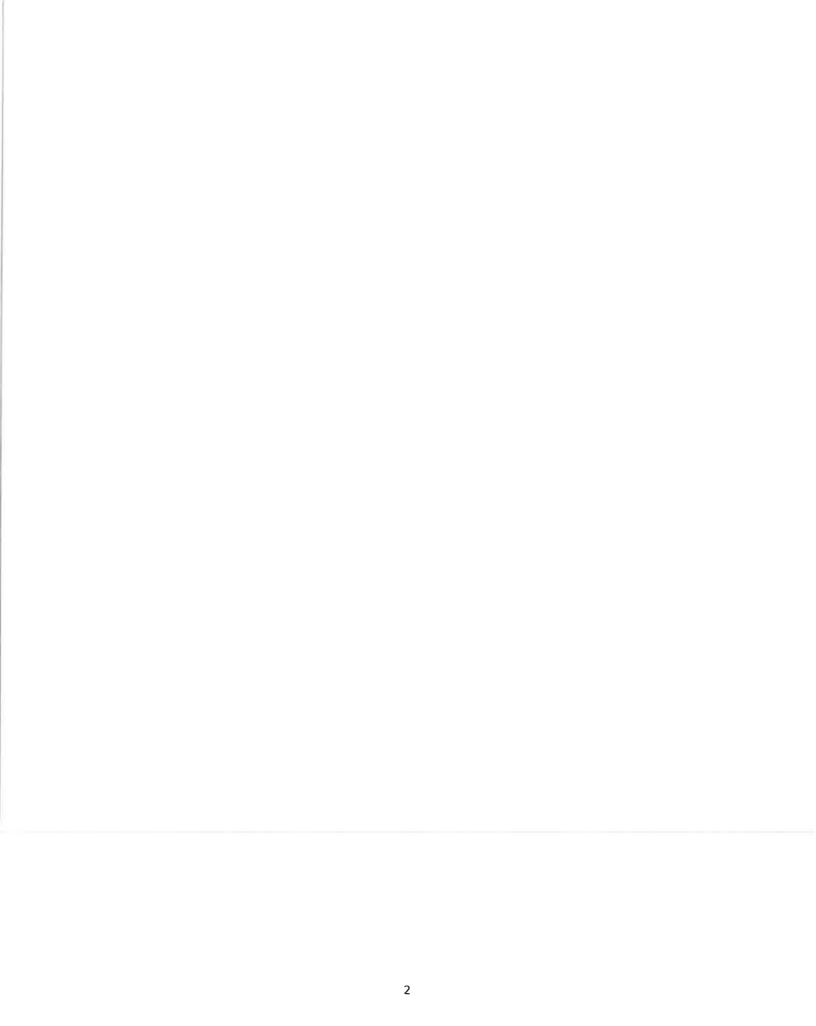
From: Lori Charlton < !tcharlton@optimum.net>

Subject: Fraud Policy

Date: March 2, 2023 at 12:39:20 PM EST

To: Joseph Centofanti < icentofanti@pkfod.com>

Joe, please let me know if this is consistent with what you have in your files. Thanks.



Town of Fairfield Municipal Fraud Policies and Procedures

PURPOSE AND SCOPE:

This Municipal Fraud Policy was created:

To establish policy and procedures for clarifying acts that are considered to be fraudulent, describing the steps to be taken when fraud or other related dishonest activities are suspected, and providing procedures to follow in accounting for missing funds, restitution and recoveries;

To strengthen the public's confidence in the integrity of municipal government employees by establishing a formal process for reporting investigating, and resolving cases of <u>fraud</u> <u>and abuse</u>.;

To raise the awareness of municipal officials/employees to integrity-related issues by initiating integrity-related programs and policies throughout Town Departments; and

To provide guidance and assistance to Town Department heads concerning recommendations for specific integrity related issues that emphasize prevention, detection and correction of fraud, corruption, and abuse within their organizations.

Definition of Terms:

Fraud is understood to mean a dishonest and deliberate course of action which results in the obtaining of money, property or an advantage to which the recipient would not normally be entitled. This would include:

- · Theft, misuse, or diversion of money, equipment and/or materials;
- Worker's compensation fraud;
- Intentional failure to report damage;
- Intentional failure to provide product or services that are a part of your job;
- Intentional misrepresentation of Town's or governmental policies;
- · Payroll falsification (theft of time)

Abuse entails the exploitation of "loopholes" to the limits of the law, primarily for personal advantage. For example, an employee abuses a system of travel allowances by intentionally and unnecessarily scheduling meetings in another Town on a Friday afternoon and on the following Monday morning in order to claim per diem over a weekend.

I. GENERAL

A. The Town of Fairfield is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the Town of Fairfield to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the Town and, when appropriate, to pursue legal remedies available under the law.

B. <u>DEFINITIONS</u>

- 1. <u>Fraud</u> Fraud includes, but is not limited to:
 - a. Claim for reimbursement of expenses that are not job-related or authorized by the current bargaining agreement.
 - b. Forgery or unauthorized alteration of documents (checks, promissory notes, time sheets, independent contractor agreements, purchase orders, budgets, etc.).
 - c. Misappropriation of Town assets (funds, securities, supplies; furniture, equipment, etc.).
 - d. Improprieties in the handling or reporting of money transactions.
 - c. Authorizing or receiving payment for goods not received or services not performed.
 - f. Computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of Town-owned software.
 - g. Misrepresentation of information on documents.
 - h. Any apparent violation of Federal, State, or Local laws related to dishonest activities or fraud.
- 2. <u>Employee</u> In this context, employee refers to any individual or group of individuals who receive compensation, either full- or part-time, from the Town of Fairfield. The term also includes any volunteer who provides services to the Town through an arrangement with the Town or a Town organization.
- 3. <u>Management</u> In this context, management refers to any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources, including human resources.
- 4. <u>Police Chief</u> and <u>Department of Human Resources</u> In this context, Police Chief and Department of Human Resources refers to the persons who shall investigate credible claims of fraud.

- External Auditor In this context, External Auditor refers to independent audit professionals who perform annual audits of the Town's financial statements.
- C. It is the Town's intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, and length of service or relationship with the Town of any party who might be or become involved in or becomes the subject of such investigation.
- **D.** Each department of the Town is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud, misappropriations, and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.
- E. The Department of Human Resources, in conjunction with the Town Attorney, the First Selectman, the Chief of Police and, if needed, the Chief Fiscal Officer, have the primary responsibility for the investigation of all activity as defined in this policy.
- F. Throughout the investigation, the Department of Human Resources will inform the Town Chief Fiscal Officer of pertinent investigative findings.
- G. Employees will be granted whistle-blower protection when acting in accordance with this policy. When informed of a suspected impropriety, neither the Town nor any person acting on behalf of the Town shall:
 - 1. Dismiss or threaten to dismiss the employee,
- 2. Discipline, suspend, or threaten to discipline or suspend the employee,
- 3. Impose any penalty upon the employee, or
- 4. Intimidate or coerce the employee.

Violations of the whistle-blower protection will result in discipline up to and including dismissal.

- H. Upon conclusion of the investigation, the results will be reported to the First Selectman and the Board of Selectmen.
- I. The Town Director of Human Resources, following review of investigation results, shall take appropriate action regarding employee misconduct. Disciplinary action can include termination, and referral of the case to the State's Attorney for possible prosecution.
- J. The Town will pursue every reasonable effort, including court ordered restitution, to obtain recovery of Town losses from the offender, or other appropriate sources.

III. PROCEDURES

A. First Selectman Responsibilities

- 1. If the First Selectman has reason to suspect that a fraud has occurred, he or she shall immediately contact the Town Attorney, Chief of Police, Director of Human Resources or the Town Chief Fiscal Officer.
- 2. The alleged fraud or audit investigation shall not be discussed with the media by any person other than the Town Attorney and the Department of Human Resources.

B. Management Responsibilities

- 1. Management is responsible for being alert to, and reporting fraudulent or related dishonest activities in their areas of responsibility.
- 2. Each manager should be familiar with the types of improprieties that might occur in his or her area and be alert for any indication that improper activity, misappropriation, or dishonest activity is or was in existence in his or her area.
- 3. When an improper activity is detected or suspected, management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.
- 4. If management determines a suspected activity may involve fraud or related dishonest activity, they should contact their immediate supervisor (or contact the Town Attorney, First Selectman or Director of Human Resources if the supervisor is involved).
- 5. Department Heads should inform the First Selectman immediately upon learning of a credible allegation of fraud (or contact the Town Attorney, Chief of Police or Director of Human Resources if the First Selectman is implicated).
- 6. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrence of improper actions.
- 7. Management should support the Town's responsibilities and cooperate fully with the Department of Human Resources, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of criminal acts, including the prosecution of offenders.
- 8. Management must give full and unrestricted access to all necessary records and personnel. All Town furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.
- 9. In dealing with suspected dishonest or fraudulent activities, great care must be taken. Therefore, management should not:
 - a. Make unfounded accusations.
 - Alert suspected individuals that an investigation is underway.
 - c. Treat employees unfairly.

- d. Make statements that could lead to claims of false accusations or other offenses.
- 10. In handling dishonest or fraudulent activities, management has the responsibility to:
 - a. Make no contact (unless requested) with the suspected individual to determine facts or demand restitution. Under no circumstances should there be any reference to "what you did", "the crime", "the fraud", "the misappropriation", etc.
 - b. Avoid discussing the case, facts, suspicions, or allegations with anyone outside the Town, unless specifically directed to do so by the Town Attorney.
 - c. Avoid discussing the case with anyone inside the Town other than employees who have a need to know such as the First Selectman, Town Chief Fiscal Officer, Department of Human Resources, Town Attorney or law enforcement personnel.
 - d. Direct all inquiries from the suspected individual, or his or her representative, to the Town Attorney. All inquiries by an attorney of the suspected individual should be directed to the Town Attorney. All inquiries from the media should be directed to the First Selectman or Police Chief.
 - e. Take appropriate corrective and disciplinary action, up to and including dismissal, after consulting with the Director of Human Resources and the Town Attorney, in conformance with the Town's Personnel Policies and Procedures or the appropriate bargaining document.

C. Employee Responsibilities

- 1. A suspected fraudulent incident or practice observed by, or made known to, an employee must be reported to the employee's supervisor for reporting to the proper management official.
- When the employee believes the supervisor may be involved in the inappropriate
 activity, the employee shall make the report directly to the next higher level of
 management or contact the Town Attorney, the Town Chief Fiscal Officer or Director of
 Human Resources.
- 3. The reporting employees shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the Department of Human Resources or law enforcement personnel.

 Department of Human Resources or law enforcement personnel.

D. Department of Human Resources Responsibilities

 Upon request of any town employee, the Department of Human Resources will promptly investigate allegations of fraud and notify either the Town Attorney or Police Chief, and in the case of financial fraud, the Chief Fiscal Officer.

- In all circumstances where there appears to be reasonable grounds for suspecting
 that a fraud has taken place, the Department of Human Resources, in consultation with
 the Town Attorney, shall contact the Town of Fairfield Police Department.
- 3. The Department of Human Resources shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.
- If evidence is uncovered showing possible dishonest or fraudulent activities, the Department of Human Resources will proceed as follows:
 - a. Discuss the findings with the appropriate management/supervisor and the Department Head.
 - b. Advise management, if the case involves staff members, to meet with the Department of Human Resources (or his/her designated representative) to determine if disciplinary actions should be taken. Any disciplinary action taken will be in accordance with the Town Personnel Rules and any applicable Memorandums of Understanding.
 - c. Report to the External Auditor such activities in order to assess the effect of the illegal activity on the Town's financial statements.
 - d. Coordinate with the Town's Risk Management insurer regarding notification to insurers and filing of insurance claims.
 - e. Take immediate action, in consultation with the Town Attorney and Chief Fiscal Officer, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:
 - Removing the records and placing them in a secure location, or limiting access to the location where the records currently exist.
 - 2) Preventing the individual suspected of committing the fraud from having access to the records.
- 5. In consultation with the Town Attorney and the Town of Fairfield Police Department, the Department of Human Resources may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.
- 6. If the Department of Human Resources is contacted by the media regarding an alleged fraud or audit investigation, the Department of Human Resources will consult with the First Selectman and the Town Attorney, as appropriate, before responding to a media request for information or interview.
- 7. At the conclusion of the investigation, the Department of Human Resources will document the results in a confidential memorandum report to the First Selectman, the Town Attorney, and in cases of financial fraud to the Chief Fiscal Officer. If the report concludes that the allegations are founded, the report will be forwarded to the Town of Fairfield Police Department.
- 8. Unless exceptional circumstances exist, a person under investigation for fraud shall be given notice in writing of essential particulars of the allegations following the conclusion of the audit. Where notice is given, the person against whom allegations are

being made may submit a written explanation to the Department of Human Resources no later than seven calendar days after notice is sent.

- 9. The Department of Human Resources will be required to make recommendations to the appropriate department for assistance in the prevention of future similar occurrences.
- 10. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Department of Human Resources to that department.

IV. EXCEPTIONS

There are no exceptions to this policy unless provided and approved by the First Selectman and the Town Attorney.

Effective December 15, 2009

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Monday, April 24, 2023 5:32 PM

To:

'Lori Charlton'

Cc:

DeWitt, Christopher; Mitola, John; Courtemanche, Joanne

Subject:

RE: Status of Credit Card Investigation

Attachments:

Findings of Fact April 10, 2023.pdf; John Bodie HR Investigation Report April 2023.pdf

Hi Lori,

Just returned from my honeymoon so sorry for the delayed response. I understand how frustrating it must be that it is taking Human Resources longer than anticipated to complete its investigation of the use of Town issued credit cards as well purchasing practices by Town employees. Please be assured the HR team has been working diligently on this investigation, including weekends and evenings.

While I was away, the Team continued its work on this investigation. I can share with you that this investigation involves in part a review of hundreds of records covering a four year period. We are committed to conducting a thorough and fair investigation, which again is taking more time than anticipated but it is important that we do this properly. Please be assured we are very aware of how important it is for this investigation to come to a conclusion as soon as possible.

In addition to this broad administrative investigation, HR completed a separate administrative investigation regarding the use of a Town issued credit card by John Bodie, Superintendent of the WPCF. This investigation was conducted simultaneously with but separately from the broader one involving all cardholders. Attached is the finding of facts for your information as well as the underlying administrative investigation report. The referenced exhibits involving Mr. Bodie can be disclosed as well; however, there are hundreds of pages of exhibits so it would require a mutually convenient date and time for members of the BOF to inspect the exhibits.

I hope this update is helpful.

Best,

Cathleen

----Original Message-----

From: Lori Charlton < ltcharlton@optimum.net>

Sent: Friday, April 21, 2023 2:21 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Cc: DeWitt, Christopher <chrisdewitt103@gmail.com>; Mitola, John <jrmitola@aol.com>

Subject: Status of Credit Card Investigation

Cathleen - can you provide an update on this please? We are closing in on 4 months. When will you be able to provide an update to the BOF, and if the investigation is concluded, provide the documents that were previously requested?

Thank you,

Lori

Findings of Fact

- 1. John Bodie was hired by the Town in 1985 as a Laborer II. After being promoted to Wastewater Maintenance Repairman, he resigned effective 10/27/1989. He was rehired by the Town on May 4, 1992 as a Laborer II. Since that time, he has held the following positions:
 - Maintenance Repairman III, January 24, 1994
 - Wastewater Pollution Operator, April 15, 1999
 - Maintenance Manager, October 8, 2001
 - Assistant Superintendent, April 21, 2013
 - Acting Superintendent WPCF (until William Norton was rehired), December 16, 2017
 - Superintendent, October 24, 2021
- 2. During his employment, Mr. Bodie has received exceptional and outstanding performance reviews and there is no history of any disciplinary action.
- 3. Mr. Bodie was issued an Amex card in 1999 while holding the position of Wastewater Pollution Operator. Prior to January 2021, Mr. Bodie had no notice of any policy or procedures associated with credit card purchases.
- 4. An Employee Credit Card Expenditures Audit was conducted in February 2020 by the Senior Internal Auditor. That information was shared with the Interim CFO and the Director of Purchasing at the time. The auditor's specific findings and recommendations were not directly shared with the First Selectwoman, her Chief of Staff, or Chief Administrative Officer.
- 5. In January 2021 Mr. Bodie, along with other Town employees, signed the attached Memorandum of Understanding for credit card holders.
- 6. On or about 2016, then Superintendent William Norton, having no notice of a policy, established a practice of purchasing meals or food to boost employee morale and reward staff for performing difficult, extremely unpleasant, and long jobs. A review of Mr. Norton's credit card purchases from 2018 to 2020 demonstrates that he was regularly using his credit card for meals and food in this regard.
- 7. When Mr. Bodie assumed the role of Superintendent in October 2021 he continued the established practice of purchasing meals and food for staff as a morale booster. A review of Mr. Bodie's credit card purchases demonstrated that he was purchasing meals and food in the same manner as Mr. Norton. When Mr. Norton was Mr. Bodie's supervisor, he would direct Mr. Bodie to purchase food items or meals for staff.
- 8. It was not until January 2023, at the direction of the administration, that the policy was updated and distributed to Department Heads, along with proper training and a mandatory attestation and sign-off to acknowledge receipt and understanding of the policy. It was at this point that Mr. Bodie became aware of the requirements to provide detailed justification for purchases, as well

- as for all Department Heads to submit reconciliation vouchers to the CFO for a second signature on credit card purchases.
- 9. There was no evidence that Mr. Bodie was purchasing items with the Town-issued card to defraud the public. However, there were some charges totaling \$845.14 that are considered personal or made in error and not in line with policy that Mr. Bodie did not dispute. During his interview with Human Resources on April 3, 2023, Mr. Bodie acknowledged that these expenses were in violation of the Cardholder Memorandum of Understanding (MOU) that he signed in January 2021, but at the time he made the purchases he was not intentionally attempting to violate the MOU.
- 10. As a resolution of the investigation regarding Mr. Bodie's credit card utilization, Mr. Bodie accepted a written warning and has already reimbursed the Town in the amount of \$845 for the charges made in contradiction of the policy.
- 11. Human Resources is conducting an administrative investigation of all credit card utilization between the years of 2018 and 2022. The findings of that report will be forthcoming.

4/10/23

Town of Fairfield Credit Card Policy

Memorandum of Understanding

Between:	
	Employee Name (Cardholder)
And:	
	Director of Purchasing (Credit Card Administrator)

The purpose of this memorandum of understanding is to summarize the policies and procedures, responsibilities and limitations associated with the use of the Town's procurement (credit) card; to acknowledge that you understand your responsibilities as a cardholder, including punitive sanctions for misuse of your credit card.

The card is issued to you as a delegation of authority to make purchases on behalf of the Town, as a tool to consolidate payables, shorten lead-time and reduce administrative costs.

I. General Policies:

• The unique credit card that you will receive has your name embossed on it. No member of your staff, your family, your supervisor or anyone else may use this card. It is the cardholder's responsibility to safeguard the credit card and account number at all times. Misuse of your card will be considered a violation of trust and may require that the card be withdrawn with subsequent disciplinary action.

THE CREDIT CARD IS NOT BE USED FOR PERSONAL PURCHASES:

 The credit card must not be used for personal purposes or for items purchased for others that are personal in nature. This includes alcoholic beverages, cash advances, gift certificates, fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc.

- You must comply with Federal, State and Town Ordinances, Charter provisions, regulations, policies and procedures.
- Purchases must not be split to avoid Town bidding requirements.
- Capital items must not be purchased on the credit card. This
 includes computers, machinery, equipment and other items with
 individual costs greater than \$1,000.
- Use of the credit card is not intended to replace effective procurement planning which enable volume discounts.
- The nature of all purchases must be substantiated at all times and you must be able to validate the official need for the purchase. If you cannot substantiate whether the purchase was necessary and for official Town use, disciplinary action may occur.
- Consequences of misuse of the credit card may include any one or combination of the following remedial actions:
 - Verbal notification of infraction;
 - Written notification of infraction with copies sent to the Chief Elected Official;
 - Card suspension with permanent loss of privileges;
 - Disciplinary action up to and including personal liability and repayment.
- Questions concerning procurement regulations should be directed to the Director of Purchasing.

II. Prudent Judgement for Purchases

Employees must use prudent judgement whenever using the Town credit card for department purchases. Department Heads must do their best to limit the use of their credit card and have department required purchases initiated by the person most knowledgeable about the expenditure.

III. <u>Purchasing Procedures at Merchant's Site, Telephone Order or Internet:</u>

- You may use your credit card at any merchant that accepts American Express credit cards for payment of purchases.
- Notify the merchant that the purchase is for the Town of Fairfield and that it is <u>exempt from state sales tax</u>. The vendor may ask you to provide a Cert 134 form (for commodities) and Department of Revenue Services - Statement of Tax Exempt Status. Meals and lodging use the Cert-112. These forms may be obtained from the Purchasing Department.
- Obtain a sales receipt for all purchases.
- Obtain and retain your sales receipts for verification and reconciliation to your monthly Statement of Account from American Express.
- Whenever possible use the free shipping option if it is available to you.
- Consult with Purchasing to ensure that you are using preapproved local order vendors when making purchases.

IV. Procedures After Purchase:

 At the close of each billing cycle, you will receive a Statement of Account from American Express. The statement will itemize each transaction charged to your credit card account.

Upon receipt of the Statement, complete each of the actions listed below:

- 1. Compare your receipts to the monthly Statement of Account from American Express for accuracy.
- 2. Obtain a blank copy of a Reconciliation Voucher sheet from the Finance Department. (Attached)
- 3. Record credit card expenditures by appropriate general ledger account number and amount on the Reconciliation Voucher.
- 4. Attach copies of the sales receipts and monthly Statement of Account from American Express to the Reconciliation Voucher. Attach all credit vouchers (if applicable) to the Reconciliation Voucher.
- 5. The total expenses recorded per the Reconciliation Voucher must agree to the total expenditures per the monthly Statement of Account from American Express.
- 6. A minimum of the following two signatures are required on the Reconciliation Voucher:

You - The Cardholder

Immediate Supervisor (if applicable)

Department Head

The Department Head must <u>ALWAYS</u> sign the Reconciliation Voucher designating approval. If the cardholder is the Department Head, then the signature of the Chief Fiscal Officer must be obtained designating review and approval.

7. Forward the Reconciliation Voucher and receipts to the Finance Department <u>within five working days</u> of receipt of the monthly Statement of Account from American Express.

V. Travel and Meeting Documentation:

- All items charged to your credit card for the purpose of Town-related travel and meetings (including luncheons, dinners, seminars, etc.) must be justified by proper sales receipts and <u>be fully documented on a Travel and Meeting expense report</u>.
- The Travel and Meeting expense report will detail the date, place(s) visited, participants at the meeting, purpose of the meeting and the total amount charged to the credit card.
- It is imperative that all Travel and Meeting charges be for <u>Town</u> <u>business related purposes only.</u>

Meals Charged on the Credit Card:

- Meals charged on the credit card are limited to consumption by that individual employee only and should directly relate to specific Town business or meeting. Employees must not charge meals for persons not directly employed by the Town of Fairfield, including interns, volunteers, committee members, vendors, and outside business associates.
- Business Meals During Meetings: The meeting should be have a clear, reasonable, specific business purpose and agenda.
- Be a direct expense that is necessary in order to conduct Town business.
- All meals purchased shall be reported on the Travel and Meeting expense report and shall detail the date, name of food establishment, business purpose for the meal and the total amount charged to the credit card.

VII. <u>Disputed Items</u>:

- The cardholder is responsible for reporting/returning unsatisfactory goods or services to the merchant for replacement or refund. If the merchant refuses to remedy the faulty condition, the purchase of the item(s) will be considered to be in dispute.
- If charges on your statement are deemed incorrect then your statement is considered to be in dispute. A disputed item must be noted on the cardholder's Statement of Account and American Express must be notified immediately. The Town will make full payment of the disputed charge and American Express will credit the disputed charge on the following month's statement.

VIII. Lost or Stolen Credit Cards:

 If your credit card is lost or stolen, notify the Director of Purchasing immediately. If appropriate, the Police Department will be notified depending on the situation (i.e., burglary, etc.).

- Provide the following information to the Director of Purchasing: your complete name, department, credit card number, the date reported to the police (if applicable), and any purchase(s) you made on the day the card was lost or stolen.
- American Express will issue a new card and account number. You will not be responsible for paying any fraudulent charges on your account.

IX. Changes to Cardholder Information:

- Changes to a cardholder's name should be reported to the Director of Purchasing. A new credit card will be issued.
- If you terminate your service with the Town of Fairfield, you must return your credit card to the Director of Purchasing prior to leaving.
- If you move to job position in another department, you must notify the Director of Purchasing prior to the change.

Town of Fairfield Procurement (Credit) Card Program

+++

CARDHOLDER MEMORANDUM OF AGREEMENT

I have read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card. I acknowledge that I have received a credit card to be used for the purpose of making purchases on behalf of the Town of Fairfield. I understand my responsibilities as a cardholder, which include punitive sanctions for misuse of my credit card.

Cardholder Name (Please Print):		
Cardholder Signature:		
Department:		
Credit Card Number Issued – Last Four Digits:		
Date:		

~ A COPY OF THIS SIGNED LAST PAGE WILL BE RETAINED IN THE TOWN PURCHASING DEPARTMENT AS CREDIT CARD ADMINISTRATOR ~

Updated: 4/4/20

AGREEMENT BETWEEN THE TOWN OF FAIRFIELD AND

THE FAIRFIELD PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION \LOCAL 1303-366 AFSCME COUNCIL 4

(on behalf of John Bodie)

The Town of Fairfield (hereinafter referred to as the "Town"), the Professional and Technical Employees Association (hereinafter referred to the "Union") and, John Bodie, Employee (hereinafter referred to as the "Employee") hereby agree as follows in full and final resolution of a Human Resources administrative investigation concluded in April 2023:

- 1. The Employee shall be issued a Written Warning for violation of the Cardholder Memorandum of Understanding and Policy signed in January, 2021. This Agreement shall serve as notice of the Written Warning.
- 2. On or before April 21, 2023, the Employee shall reimburse the Town of Fairfield in the amount of \$845.14 by check or money order payable to the Town of Fairfield.
- 3. The Employee acknowledges that any future substantiated violations of a similar nature may result in disciplinary action up to and including dismissal.
- 4. The Union shall not file a grievance in connection with the HR administrative investigation.
- 5. The Employee freely and voluntarily enters into this Agreement. By signing this Agreement, she acknowledges that he has read and understands the meaning and intent of the Agreement and he further acknowledges that prior to signing he has had the assistance and advice of her Union representatives and/or legal counsel. The Employee agrees that he will hold harmless the Town and its agents and the Union and its agents from any liability or cause of action known or unknown, which may arise from the administration of this Agreement. This Agreement resolves all outstanding issues involving the Employee and extinguishes any and all claims he may have in connection with the HR Administrative Investigation concluded in April 2023. This Agreement shall not constitute a release or waiver of any rights the release of which is prohibited by law.
- 6. This Agreement shall not be considered or construed as an admission of any liability or any wrongdoing whatsoever on the part of the Town or any other present or former officer, agent or employee of the Town, or any contractual violation by the Town.

7. This Agreement is specific to and limited to the Employee. It is with prejudice and without precedent in any other dispute between the parties. It shall not serve as precedent in any pending or future dispute between the parties and shall not be admissible as evidence in any hearing or contested case proceeding involving anyone other than the Employee except to enforce its terms.

Employee Date

Crime M. Lay 145/2023

For the Union Date

For the Town Date

HUMAN RESOURCES ADMINISTRATIVE INVESTIGATION JOHN BODIE, SUPERINTENDENT THE WATER POLLUTION CONTROL FACILITY (WPCF)

I. AUTHORITY AND INVESTIGATION TEAM

A. Authority/Responsibility of Human Resources Director for Investigation

• Standard of Conduct Municipal Fraud Policies and Procedures, Section D (Exhibit E)

B. HR Investigation Team:

- Cathleen Simpson, HR Director (Lead)
- Joanne Courtemanche (Labor Relations Specialist)
- Ivanna Vintonyak (HR Paralegal)

II. SUBJECT AND EMPLOYMENT HISTORY, INCLUDING NOTICE/TRAINING

A. Subject: John Bodie

1. Employment History

John Bodie, Superintendent of the WPCF, is the subject of this investigation. The WPCF is a wastewater treatment plant. It is a facility where a person's wastewater from their toilets, sinks, and tubs is cleaned. They are an integral part of the sanitation process to ensure the health and safety of residents in a community. The WPCF discharges 10 million gallons per day of treated effluent to Long Island Sound. More than 95 percent of the pollutants are removed, generating 5,000 tons of sludge per year which is mixed with the Town's discarded leaves and brush and then composted into organic soil.¹

Mr. Bodie was hired by the Town in 1985 as a Laborer II. After being promoted to Wastewater Maintenance Repairman, he resigned effective 10/27/1989. He was rehired by the Town on May 4, 1992 as a Laborer II. Since that time, he has held the following positions:

- Maintenance Repairman III, January 24, 1994
- Wastewater Pollution Operator, April 15, 1999
- Maintenance Manager, October 8, 2001
- Assistant Superintendent, April 21, 2013
- Acting Superintendent WPCF (until William Norton was rehired), December 16, 2017
- Superintendent, October 24, 2021

¹ https://www.fairfieldct.org/sewer

John Bodie's predecessor, William (Bill) Norton, Former Superintendent WPCF, whose Town issued credit card use was reviewed as part of this investigation was hired as Superintendent WPCF, July 6, 2015. He was reclassified from Superintendent WPCF (Grade 9 to 11), February 19, 2017. (Exhibit U) Mr. Norton resigned from the position on December 15, 2017 and was rehired as Superintendent WPCF on June 23, 2019. Mr. Bodie was in the Acting Superintendent position during the time from Mr. Norton's resignation in 2017 to his rehire in 2019. Mr. Norton resigned on October 15, 2021 and Mr. Bodie took his place as Superintendent.

There is no record of any prior disciplinary action for Mr. Bodie. During his employment, He has received exceptional and outstanding overall service ratings. In 2018, Mr. Bodie received an Energy Management Achievement Award from the New England Water Environmental Association (NEWEA).

The Water Pollution Control Superintendent position is in the PETA Union, SG 11, and pursuant to the job description reports to the Director of Public Works. (Exhibit O, see also organization chart, Exhibit P) This position was reclassified by Human Resources on or about February 2017 from a labor grade 9 to an 11 due to the high level of responsibility required of the position (Exhibit U). Mr. Hibson identified the following as a basis for the upgrade:

The WPCA Superintendent is a 24 hour operation. The only other operations that are 24 hours are the Police Department and the Fire Department. The Superintend[ent] is directly responsible for a budget of over \$5,000,000 and plant and equipment worth significantly more. Additionally, the Superintendent has direct supervisory responsibility for 22 employees.

A review of the positions in labor grade 9 indicate that none of the positions have nearly the responsibility in regards to managing a budget, plant and equipment, and personnel...

(Exhibit U, p. 3)

The Water Pollution Control Authority (WPCA) is a permanent authority under the Charter, Article X, Section 10.13. (Exhibit R) with the power to "[p]lan, lay out, acquire, construct, reconstruct, equip, repair, maintain, supervise and manage and, through the Department of Public Works, operate a sewerage system." (Section 10.13, Exhibit R)

The Superintendent is responsible for the following in addition to other duties:

- Management of department employees in performing standards set by the Town and state mandate:
- The operation of the Town's sanitary sewer system;

 For preparing budgets, attending WPCA meetings, ensuring compliance with treatment plant discharge permit requirements

(Exhibit M)

One of the examples of typical duties and responsibilities is "[i]nstructing personnel in treatment plan, pump station, and sewer main operation and maintenance. Provide[s] training and instruction of safe work practices, injury prevention and performance of job duties. Assists in the hiring of employees, trains, develops, and evaluates the work of treatment plant employees."

2. Notice Issued to John Bodie

Exhibit T:

- Prevention of Sexual Harassment Training, October 3, 2007
- Acknowledgement of Receipt of the WPCF Employee Handbook Agreement, May 8, 2008
- Preventing Sexual Harassment in the Workplace Training, March 22, 2013/Sign-up sheet
- Supervisor's Boot Camp, April 25, 2013
- Prevention of Sexual Harassment Training, March 3, 2020

Exhibit F:

- Cardholder Memorandum of Agreement, January 13, 2021
- Cardholder Memorandum of Agreement, January 18, 2023

III. WITNESSES

- 1. John Bodie, Superintendent
- 2. William Norton, Former Superintendent
- 3. Peter Ritchey, HR Assistant Director
- 4. Concetta Saxl, Senior Internal Auditor
- 5. Lieutenant Matthew J. Riendeau, Lieutenant
- 6. Brian D. Griffin, Detective
- 7. John Cottell, Assistant Public Works Director
- 8. Danielle Morrison, Chemist

IV. EXHIBITS

- A. HR Administrative Investigation Report (January 18, 2023-out of state travel request)
- B. Email from Concetta Saxl, January 12, 2021, with attached policies and forms

- C. Email from Concetta Saxl, January 6, 2023, with attached policies and forms.
- D. Revised Reconciliation Voucher Form and Sample
- E. Pertinent Policy/Code:
 - Town Mission
 - Code of Conduct (Charter)
 - Code of Conduct Municipal Fraud Policies and Procedures
 - Travel & Meeting Policy
 - Procurement Credit Card Program
- F. Credit Cardholder MOU with Policies Signed by John Bodie (2021; 2023)
- G. Chart of Food Charges (Other Than Conferences) Made by John Bodie (2021-2022)
- H. AMEX Credit Card Statements/Receipts (2021-2022) for John Bodie
- I. AMEX Credit Card Statements and Receipts (1/21-10/21) for William Norton
- J. Charts of Initial Review of Credit Card Purchases by John Bodie (2021-2022)
- K. Chart of Review of Credit Card Purchases Made by William Norton (2018-2021)
- L. Chart of Review of Credit Card Purchases Made by John Bode (2018-2020)
- M. Job Description WPCF Superintendent
- N. Notice of Administrative Leave with Pay
- O. Sample Meal Ticket for Members of UPSEU, Unit #454 Article VII, Section 7.14
- P. Organizational Chart
- Q. MOU Ronald Wallace (placement in interim Superintendent position)/Chief, Shift, Process Control Operator, and Direct Responsible Charge Verification Form
- R. Section 10.13 of the Town Charter Water Pollution Control Authority
- S. Notice to DEEP. 12/27/17
- T. Notice to John Bodie Other than Credit Card Holder MOU with policies
- U. Memo to Personnel File from Emmett Hibson re: William Norton Reclassification, 2/27/17
- V. Email Lefkowitz/Baldwin/Simpson
- W. June 27, 2006 Town Travel and Meeting Policies and Procedures/Mileage Reimbursement/July 25, 2006 Reminder of Town Travel and Meeting Policy
- X. 2010 Email re: Food at Meetings Policy
- Y. 3/14/20 Memorandum of Agreement Use of Town Credit Card
- Z. 4/4/20 Cardholder Memorandum of Agreement/Procurement (credit) Card Program ...
- AA. MOU Form and Policy Between Twig Holland, Director of Purchasing and Cardholder
- BB. 4/27/06 Summarization and Addendum of MOU for Credit Card Holders
- CC. Referral to the Fairfield Police Department/Police Report
- DD. Senior Internal Auditor Job Description
- EE. Cardholder Memorandum of Agreement Signed by William Norton, 2/2/21/Town
 Vehicle Policy signed 7/9/15/Acknowledgement of Receipt of Sexual Harassment Policy,
 7/6/15/Retention and Disposition Policy Acknowledgement of Receipt, 76/15/Sexual
 Harassment Prevention Training, 2020
- FF. Email Correspondence between Simpson/Morrison copied to Jude Fitzpatrick March 2023
- GG. Email to John Cottell, March 20, 2023

- HH. Email to William Norton, March 20, 2023
- II. Questionnaire to John Bodie and his responses

V. ACTION TAKEN UP TO AND INCLUDING REFERRAL TO THE FAIRFIELD POLICE DEPARTMENT

A. Submission of Out of State Travel Request Lead to a Separate Administrative Investigation of John Bodie for His Use of a Town Issued Credit Card

On January 10, 2023, Human Resources was asked by Jennifer Carpenter, Deputy CAO, to review an out of state travel request to attend the NEWEA conference in Boston that was submitted by John Bodie, Superintendent WPCF, and his staff member, Danielle Morrison, for a total of \$4,500. (Exhibit A-see Ex. 2 which is part of Exhibit A for details on the out of state travel request.) As Mr. Bodie reported that he had been approved for similar out of state travel in the past and made charges to his Town issued credit card for this conference in November, 2022, the undersigned reviewed his Amex statements for 2021-2022 (Exhibit H). The review revealed suspect charges on Mr. Bodie's Town issued AMEX card that potentially could be in violation of the following Town Policies (Exhibit E):

- Town Mission
- Code of Conduct (Charter)
- Code of Conduct Municipal Fraud Policies and Procedures
- Travel & Meeting Policy
- Procurement Credit Card Program

Additionally, on January 6, 2023, the undersigned and Joanne Courtemanche, Labor Relations Specialist met with Dana Kery to follow up on a complaint she submitted concerning alleged fraudulent purchasing by Town employees, including credit card purchases. Ms. Kery's complaint was a result of a FOIA request she made for records associated with purchasing and spending by Town employees². These records included Amex Statements of Town employee cardholders for June, July, and August 2022. Ms. Kery as part of her complaint pointed to credit card purchases made by Mr. Bodie in May and June of 2022:

- Amazon Core Trainer Wobble
- Amazon Defender case-1 phone SE/817 Black 29.99
- Bassets Auto Glass Invoice 5057 \$250.00
- Restaurant Expenses from 5/23-5/25 totaling \$650.00

² Pursuant to the Town's Standards of Conduct Municipal Fraud Policies and Procedures, Exhibit E, the First Selectwoman contacted the Town Attorney, Chief of Police, Director of Human Resources and the Town Chief Fiscal Officer on or about December 20, 2022.based on the Kery complaint alleging fraud. The Director of Human Resources was assigned to investigate commence an administrative investigation in accordance with the Town's Standards of Conduct Municipal Fraud Polices and Procedures.

Human Resources conducted a separate administrative investigation of John Bodie based on the review of the out of state travel request which occurred on or about the same time Human Resources met with Ms. Kery. Due to the he high-level position held by Mr. Bodie and the allegations of fraud, Mr. Bodie was placed on administrative leave with pay on January 27, 2023 pending the HR investigation. (Exhibit N) Ronald Wallace, Assistant Superintendent, was placed as Interim Superintendent effective February 1, 2023 pursuant to an Agreement between the Town, Mr. Wallace and the PETA Union effective February 1, 2023 and the Department of Energy and Environmental Protection (DEEP) was noticed of the change of the position. (Exhibit Q).³

B. Telephone Discussion with William Norton, February 10, 2023

On February 10, 2023, Mr. William Norton contacted the undersigned at approximately 4:15 PM and reported the following:

- He is currently working for Glens Falls, NY for its WPCF
- He worked with John Bodie for 6 years in Fairfield and John Bodie is such an asset, gets in early, works at home
- He is calling because Mr. Bodie reached out to him and Mr. Norton wants to help him
- He presumes Mr. Bodie is on leave for the same things he did when he was Superintendent of the WPCF.

When I asked Mr. Norton what things he was referring to, he said "birthday cakes", "meals", and "Christmas parties". He reported how when he began working for the WPCF, staff were not getting along and emphasized how bad the morale was at that time. He indicated that he and John Bodie brought staff together and they are like family. He also indicated that since John Bodie staff has reached out to him.

In response to Mr. Norton's report that he engaged in similar conduct as Mr. Bodie with the use of the Town issued credit card with purchasing "birthday cakes", "meals", and "Christmas parties", Human Resources conducted a review of Mr. Norton's credit card use from January, 2021 to October, 2021 when John Bodie became Superintendent A review demonstrated similar suspect purchases made by Mr. Norton as to those made by Mr. Bodie from 2021 to 2022.

C. Referral to the Fairfield Police Department, February 16, 2023 (Exhibit CC)⁴

³ Selectwoman Nancy Lefkowitz is member of the WPCA pursuant to section 10.13 A of the Town Charter. (Exhibit R) ³On February 15, 2023, Nancy Lefkowitz, Selectwoman, contacted the undersigned and Attorney Jim Baldwin, Town Attorney, requesting additional information regarding Mr. Bodie's placement on administrative leave with pay. The email correspondence between the parties has been incorporated as part of this administrative investigation as Exhibit V.

⁴ The elements of a crime differ from those of a prescribed work rule offense, although the behavior may be the same. In accordance with the Town's Standard of Conduct Municipal Fraud

Human Resources focused its initial review of Mr. Bodie's credit card use starting in October 2021, which was the time Mr. Bodie became permanent as Superintendant for the WPCF, through 2022. A thorough review of Mr. Bodie's AMEX statements and receipts was conducted and revealed in addition to potential violation of Town policies, potential criminal conduct such as defrauding a public community. (Exhibit J) As part of the Human Resources review, we eliminated from the summary/chart, Exhibit J, what appeared to be work-related purchases. We narrowed our review to credit card transactions that appeared to be in violation of the policy and law.

Based on our review and in accordance with the Town's Standard of Conduct Municipal Fraud Policies and Procedures, Exhibit E, we referred the matter to the Fairfield Police Department on February 10, 2021, which included the following records/information:

- Pertinent Policy/Code
- HR Administrative Investigation Report (Out of State Travel)
- Credit Card Memorandum of Understanding Signed by John Bodie in 2021 and 2022
- AMEX Statements and Receipts (2021-2022) for John Bodie
- AMEX Statements and Receipts (1/21-10/21) for William Norton
- Chart of Suspect AMEX Card Use by John Bodie for 2021 and 2022 Prepared by Human Resources
- Report of Discussion with William Norton on February 10, 2023

Human Resources indicated it would continue its independent administrative investigation; however, would hold interviewing John Bodie in abeyance until the Fairfield Police Department had an opportunity to request an interview with Mr. Bodie.

VI. ACTION TAKEN POST REFERRAL TO THE FAIRFIELD POLICE DEPARTMENT

A. HR Meeting with WPCF Employees, February 17, 2023

On February 17, 2023, Peter Ritchey, Assistant HR Director, received a phone call from Danielle Morrison, Chemist at the WPCF, reporting there were high level concerns being raised by WPCF staff regarding John Bodie's leave of absence. Mr. Ritchey offered to meet with them at the Treatment Plant to listen, indicating he may not have any answers.

At approximately 11:00 am on that day, Mr. Ritchey met with WPCF staff with the goal and expectations to listen to the WPCF employee concerns and answer questions without compromising the pending HR administrative investigation. In addition to expressing concerns

Policies and Procedures, Human Resources is mandated to conduct a thorough administrative investigation regardless of the Fairfield Police Department's findings.

about the operations of the Treatment Plant, they focused on the status of Mr. Bodie's leave. One employee asked Mr. Ritchey if Mr. Bodie had been fired. Mr. Ritchey responded that he was not fired and presently out on a leave.

One of the employees commented that he heard "some woman in Town has submitted a FOIA wanting to know WPCA over-time, job descriptions and credit card usage" and "they are under a microscope." Another employee commented about "paying back for the birthday cakes or other items if Bodie's credit card usage is an issue." The employees expressed concern about not having heard any time line as to when Mr. Bodie would be back.

They asked Mr. Ritchic and he responded that he was not involved in the discussions and had no insight. He did say that with that update being known, they should continue on doing their respective jobs, and escalate any issues to Ron Wallace, Interim Superintendent, who will escalate to John Cottell, Assistant Director Public works, and/or John Marsilio, Director of Public Works.

Other comments regarding John Bodie were:

- Bodie isn't a bad guy
- He's honest Abe
- Don't understand why he is in trouble.
- Feels like Bodie is a scapegoat
- Foolish to lose him

The meeting ended at approximately 12:05 pm.

B. Review of Card Holder/Travel & Meeting Policies

As part of the administrative investigation, the undersigned reviewed the history of policies associated with Town issued credit cards and travel/meetings. The following is a time line of policies since 2020:

1. March 14, 2000: Connie Nolfi⁵, Town Auditor, (Concetta Saxl, currently in the position of Senior Internal Auditor-PETA Union President) created a memorandum of agreement

⁵ § 9.15 of the Town Charter covers the Internal Auditor or Auditors for the Town:

A. Number. The Board of Selectmen shall appoint at least one Internal Auditor and shall determine from time to time the number of Internal Auditors necessary to carry out the duties of the office and shall accordingly increase or decrease the number of Internal Auditors appointed.

B. Duties. The Internal Auditor or Auditors shall:

⁽¹⁾ Monitor the departments, officers, employees, boards, and commissions of the Town for fiscal policy compliance;

⁽²⁾ Report on a regular basis to the Fiscal Officer; and

for card holders (Exhibit Y, Exhibit AA) Memorandum of Understanding Between the Cardholder and Twig Holland, Director of Purchasing (not dated): Policy prohibited use by any other person besides the card holder as well as use for personal purchases. It required substantiation of purchases for official Town business. For travel and meetings, justification with proper sales receipt as well as an expense report detailing the date, place(s) visited, participants at the meeting and purpose of the meeting. (Exhibit AA)

- 2. April 27. 2006: Summarization Addendum to the "Memorandum of Understanding" created by Connie Nolfi, Town Auditor, (Concetta Saxl, currently in the position of Senior Internal Auditor-PETA Union President) reiterating that the credit card must not be used for personal reasons for themselves or others, purchases must be validated and for legitimate Town business, as well as other requirements. (Exhibit BB)
- 3. June 27, 2006: Memo to All Departments from Connie Nolfi, Town Auditor, (Concetta Saxl, currently in the position of Senior Internal Auditor-PETA Union President), Exhibit DD), Re: Town Travel and Meeting Policies and Procedures. Policy includes requirements to obtain reimbursement for travel and meeting expenses.⁶ A memo regarding mileage reimbursement rates was also issued on July 25, 2006. (Exhibit W)
- 4. **July 25, 2006:** Memo to All Department Heads from Connie Nolfi, Town Auditor, Re: Travel Meeting and Expenses. (Exhibit DD) This was a reminder that was to be posted for employee review regarding reimbursement for Town Travel and Meeting expenses.
- 5. October 26, 2010: Email between Twig Holland, Director of Purchasing, and First Selectman Ken Flatto re: Food at Meetings. This was a request from the Director of Purchasing for the First Selectman to clarify the policy on providing food for night meetings. First Selectman Flatto responded: If there is a special exception for a truly one shot very long meeting of a Board or Commission that requires them to work through a meal time or something that is well beyond the norm, it is ok for a manager to have the discretion to offer some small limited amount of food and get reimbursement, but we should not have food paid for by taxpayers for the meals of volunteers or employees at work meetings in general or any kind of basis except for those very unusual rare justified situations..." (Exhibit X)
- 6. August 4, 2020: Procurement (Credit) Card Program, Cardholder Memorandum of Agreement: policy prohibits credit card use for personal purposes or for items purchases for others that are personal in nature, including alcohol, cash advances, gift certificates,

(3) Make reports to the Board of Selectmen and the Board of Finance semi-annually and at any other times requested by either Board.

⁶ The limit for total meals & incidental expenses in 2006 was \$64 (\$12 for breakfast; \$18.00 for lunch; \$31,00 for dinner; and \$3.00 for incidentals. The policy in effect in 2021-2022 allows for a total of \$51.00 broken down as \$11.00 for breakfast; \$12.00 for lunch; \$23.00 for dinner; and \$5.00 for incidentals. Ms. Saxl reported that she believes Mr. Robert Mayer when he was CFO reduced the amount for meals for the reason he thought they amounts were too high.

fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc. The policy also required for "[t]he nature of the purchases [to] be substantiated at all times and [the cardholder] must be able to validate the official need for the purchase." It required "prudent judgment for purchases" as well as reconciliation for each item purchases, including receipts. Two signatures were required for the reconciliation voucher: the cardholder and the department head. If the cardholder was a department head then the signature of the CFO was required.

This policy referenced the Travel and Meeting policy and cardholders were required to submit for credit card purchases for meals justification including the date, place (s) visited, participants at the meeting, and purpose of the meeting. It stated: It is imperative that all Travel and Meeting charges be for <u>Town business related purposed only</u>. For meals charged on the credit card, it was prohibited for cardholders to charge meals for persons not directly employed by the town including interns and volunteers. Meals charges had to directly relate to specific Town business or meeting.

The policy also prohibited use by any member of the cardholder's staff, family, supervisor or anyone else besides the cardholder.

The policy provided notice that violation of the policy could result in disciplinary action.

7. January 12, 2021, Ms. Saxl issued an email to Town Credit Card Holders, including John Bodie, with the policy, pertinent forms and a "Cardholder Memorandum of Agreement" for cardholders to sign and return to her. (Exhibit B) In her email Ms. Saxl states: As a cardholder, you are required to understand and abide by the policies and procedures, responsibilities and limitations associated with this policy and use of the Town's credit card."

Ms. Saxl also issued the "Top 10 Reminders" as part of her notice which included the following:

- Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason-the Town approved vendor for office supplies.
- Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- All information technology purchases must first be pre-approved by the Director of Information Technology.
- All food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.

Ms. Saxl in her notice directed cardholders to:

Please read the attached policy and complete the last page entitled "Cardholder Memorandum of Agreement" and forward the completed package to me by January 19, 2021.

The policy issued to all cardholder members included the following notice, pp. 1-2:

- The purpose of this memorandum of understanding is to summarize the policies and procedures, responsibilities and limitations associated with the use of the Town's procurement (credit) card; to acknowledge that you understand your responsibilities as a cardholder, including punitive sanctions for misuse of your credit card.
- ... No member of your staff, your family, your supervisor or anyone else may use this card. It is the cardholder's responsibility to safeguard the credit card and account number at all times. Misuse of your card will be considered a violation of trust and may require that the card be withdrawn with subsequent disciplinary action.
- THE CREDIT CARD IS NOT TO BE USED FOR PERSONAL PURCHASES: ... [t] he credit card must not be used for personal purpose or for items purchases for others that are personal in nature. This includes alcoholic beverages, cash advances, gift certificates, fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc.
- You must comply with federal, State and Town Ordinances, Charter provisions, regulations, policies and procedures.
- Purchases must not be split to avoid Town bidding requirements.
- Capital items must not be purchases on the credit card. This includes computers, machinery, equipment and other items with individual costs greater than \$1,000.
- Use of the credit card is not intended to replace effective procurement planning which enable volume discounts.
- The nature of all purchases must be substantiated at all times and you must be able to validate the official need for the purchase. If you cannot substantiate wither the purchase was necessary and for official Town use, disciplinary action may occur.
- Consequences of misuse of the credit card may include...Disciplinary action up to and including personal liability and repayment.

On page 2 of the policy, under section II, cardholders are expected "...to use prudent judgement whenever using the Town card for department purchases. Department Heads must do their best to limit the use of their credit card..."

On page 3 of the policy for purchasing procedures the requirements of cardholders for making purchases include the following:

- Notify the merchant that the purchase is for the Town of Fairfield and that it is exempt from state sales tax. The vendor may ask you to provide a Cert 134 form (for commodities) and Department of Revenue Services-Statement of Tax-Exempt Status. Meals and lodging use the Cert-112. These forms may be obtained from the Purchasing Department.
- Consult with Purchasing to ensure that you are using pre-approved local order vendors when making purchases.

On page 4 of the policy, it states that "a minimum of...two signatures are required on the Reconciliation Voucher..." The policy requires the Cardholder to sign and the "...Department Head must <u>ALWAYS</u> sign the Reconciliation Voucher designating approval. If he cardholder is the department Head, then the signature of the Chief Fiscal Officer must be obtained designating review and approval."

On page 4 of the policy under the Travel and Meeting section, cardholders are noticed that "[a]ll items charged to your credit card for the purpose of Town-related travel and meetings (including luncheons, dinners, seminars, etc.) must be justified by proper sales receipts and be fully documented on a Travel and Meeting expense report. The policy further requires for the cardholder to "...detail the date, place(s) visited, participants at the meeting, purpose of the meeting and total amount charged to the credit card." The policy states "[i]t is imperative that all Travel and Meeting charges be for <u>Town business</u> related purposes only."

Page 5 of the policy under the meals charged on credit card section states:

- Meals charged on the credit card are limited to consumption by that individual employee only and should directly relate to specific Town business or meeting. Employees must not charge meals for persons not directly employed by the Town of Fairfield, including interns, volunteers, committee members, vendors, and outside business associates.
- Business Meals During Meeting: The meeting should...have a clear, reasonable, specific business purpose and agenda.
- Be a direct expense that is necessary in order to conduct Town business.

• All meals purchases shall be reported on the Travel and Meeting expense report and shall detail the date, name of food establishment, business purpose for the meal and the total amount charge dot the credit card.

With respect to disputed items on page 5, "[t]he cardholder is responsible for reporting/returning unsatisfactory good or services to the merchant for replacement or refund. If the merchant refuses to remedy the faulty condition, the purchase of he item(s) will be considered to e in dispute." For charges on the cardholder's statement that "...are deemed incorrect then your statement is considered to be in dispute. A disputed item just be noted on the cardholder's Statement of Account and American Express must e notified immediately. The Town will make full payment of the disputed charge and American Express will credit the disputed charge on the following month's statement."

- 8. January 13, 2021: John Bodie signed the Card Holder Memorandum of Agreement acknowledging that he has "...read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card." He further acknowledged his receipt of the credit card "to be sued for the purpose of making purchases on behalf of the Town of Fairfield..." and understands his "responsibility as a cardholder, which include punitive sanctions for misuse of [the] credit card." (Exhibit F)
- 9. **February 16, 2021:** Ms. Saxl issued a refresher notice with same information as issued on January 12, 2021 to Department Heads who did not receive the information in January, 2021. William Norton was one of the recipients of this email. (Exhibit B)
- 10. **February 2, 2021:** William Norton signed the Card Holder Memorandum of Agreement acknowledging that he has "...read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card." He further acknowledged his receipt of the credit card "to be sued for the purpose of making purchases on behalf of the Town of Fairfield..." and understands his "responsibility as a cardholder, which include punitive sanctions for misuse of [the] credit card." (Exhibit EE)
- 11. January 6, 2023: Email notice to Town Credit Card Holders, including John Bodie, regarding an updated Town of Fairfield Credit Card Policy entitled Cardholder Memorandum of Agreement. (Exhibit C) Ms. Saxl attached pertinent policy and forms, including the Travel & Meeting policy. Ms. Saxl noticed credit card holders to return the agreement acknowledging their responsibility to abide by policies, procedures, responsibilities and limitations associated with the cardholder policy and the use of the Town issued credit card by January 18, 2023.

The new procedures under this policy include for any single credit card purchase that exceeds \$1,000 must receive email approval first from the Department Head and then

from the CFO prior to making the purchase. Although listed as a new procedure but was part of the previous policy is the requirement for Department Heads who are also cardholders to forward the monthly reconciliation vouchers to the CFO for approval. Ms. Saxl listed 11 top reminders which include:

- Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason-the Town approved vendor for office supplies.
- Do not pay sales tax.
- Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- All information technology purchases must first be pre-approved by the Director of Information Technology.
- All food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.
- All out of State travel must first be pre-approved by the First Selectwoman using the "Request Form-Out of State Travel"

The updated policy included the daily meal reimbursement amounts when out of Town or when traveling on Town Business that are referenced in the Town's Travel & Meeting policy.

• February 18, 2023: Based on HR's a review of credit card statements and backup provided by credit card holders for this investigation as well as the broader one for all other credit card holders, Human Resources in partnership with the CFO and Purchasing Director revised the reconciliation voucher to require more detailed information/justification as well as an attestation that the card holder did not make charges that violate purchasing rules. Also, the reconciliation voucher sheet added a reminder about potential consequences for not following the policy or committing fraud. On February 16, 2023, Department Heads at the Department Head meeting were provided the updated reconciliation voucher sheet, request of out of state travel and meeting/meal backup. Samples of how to complete the forms were also distributed to the Department Heads. Pertinent policies, with links are also referenced in the updated reconciliation form. (Exhibit D) At the February 16, 2023 Department Head meeting, it was stressed by the CFO and HR for Department Heads to consider who has been issued credit cards and why.

Many Department Heads, including John Bodie (see Human Resources Administrative Investigation Report, Exhibit A,), indicated that they were not aware of the Town Travel and Meeting policy, including dollar limits on purchases for meals with Town issued credit cards. In response, Human Resources incorporated the Travel & Meeting policy in addition to purchasing policies as part of the Employee Handbook.

D. Review of AMEX Statements

See Exhibits J, K, and L (charts identifying charges made by John Bodie and William Norton)

Initially, the review of the AMEX credit card statements was limited to the years 2021 to 2022 as Mr. Bodie became permanently appointed to the position of Superintendent in October of 2021 and had signed the MOU acknowledgement that: "As a cardholder, you are required to understand and abide by the policies and procedures, responsibilities and limitations associated with this policy and use of the Town's credit card." (Exhibit B). As Mr. Norton during his conversation with the undersigned on February 10, 2023, reported that he presumed Mr. Bodie was on leave for doing the same things Mr. Norton did when he was superintendent, such as using the Town issued credit card for birthday cakes, meals and Christmas parties, HR commenced with a review of Mr. Norton's credit card use from January 2021 to October, 2021 when he retired. The records for use of the credit card by Mr. Norton and Mr. Bodie were provided to the Fairfield Police Department as aforementioned under section C on February 16, 2023.

After submission to the Fairfield Police Department, HR continued its review of charges made by both John Bodie and William Norton from January 2018 to December, 2020. Upon review of both Mr. Norton's and Mr. Bodie's credit card charges, what stood out to HR related to various charges at restaurants, supermarkets, BJ's, Amazon, and hotel resort reservations and eateries. The required reconciliation reports that accompanied each month's back up was utilized more of a summary/list of charges rather than an accounting of why or how the expense relates to Town business. for meals, there was no agenda submitted or list of participants who consumed the food and/or beverages. There were monthly recurring charges at BJ's for food and refreshments as well as monthly charges at various eateries for staff breakfasts, lunches or evening meals, including but not limited to:

- Luigi's
- Subway
- Five Guys
- Doughnut Inn
- Taco Bell
- Wendy's
- Dairy Queen
- Duchess
- · Chick-Fil-A
- The Pantry
- Pepe's Pizza
- Bud's Deli

There were also purchases for other items such as:

 Monthly Amazon charges without itemization or justification for business related expenses.

- Many charges for conferences that included travel expenses that seemed excessive, including meals
- · Recurring charges for seminars, study guides and materials
- Technology and IT related expenses, such as cell phone cases and accessories
- Purchased gift cards (from 2019 for Mr. Bodie and 2020 for Mr. Norton)

VII. Completion of Police Report and Action Taken Thereafter

A. Police Report (Exhibit AA)

On or about March 13, 2023, the Fairfield Police Department shared its findings with Human Resources. The Department narrowed its focus on the following charges:

- 5/22/22: charge for \$260.99 at the Dining Room Bretton Woods NH
- 5/22/22 charge for \$49.91 at Rosebrook Bar Bretton Woods NH
- 5/23/22 charge for \$226.81 at Stickneys Restaurant Bretton Woods NH.
- 5/24/22 charge for \$101.14 at Stickneys Restaurant Bretton Woods NH
- 9/17/22 charge for \$252.81 at Chik-Fil-A in Norwalk, CT
- 12/13/22 charge for \$479.00 at Luigi's Restaurant in Fairfield CT

Detective Brian Griffin reported the following about the aforementioned charges:

On 03/03/2023 I spoke with John Bodie...regarding the following charges. My conversation with Bodie was recorded on body worn camera. Bodie was advised that he was not under arrest and that he was free to leave at any time. Bodie agreed to speak with me.

On 05/22/2022 there was a charge for \$280.99 at the Dining Room Bretton Woods NH. Bodie stated this was a charge for dinner for John Cottell, Danielle Morrison and himself while at a conference in New Hampshire. On 05/22/2022 there was a charge for \$49.91 at Rosebrook Bar Bretton Woods NH. Bodie stated that this charge was for some appetizers while waiting for a table to be available for John Cottell, Danielle Morrison and himself.

On 05/23/2022 there was a charge for \$226.81 at Stickney's Restaurant Bretton Woods NH. Bodie stated this charge is also for dinner for John Cottell, Danielle Morrison and himself while at a conference in New Hampshire. On 05/24/2022 there was a charge for \$101.14 also at Stickney's Restaurant. Bodie stated that this charge was for lunch for John Cottell, Danielle Morrison and himself while at the conference in New Hampshire. Bodie added while at the conference they would normally pay for any alcoholic beverages personally and not use the town's credit card.

On 09/17/2022 there was a charge for \$252.81 at Chick-Fil-A in Norwalk. Bodie stated that he frequently purchases lunch, pizza, breakfast or coffee for his

employees as a reward for hard or long work. Bodie stated this was a practice that was conducted by his predecessor, William Norton. Bodie states that Norton would get Chick-Fil-A for the employees and that on 09/17/22 he went and purchased it for them. Bodie stated he has about 19 employees at the water treatment plant.

On 12/13/2022 there was a charge for \$479.65 at Luigi's. Bodie stated this charge was a combination of a hard work reward and Christmas party. Bodie stated they had Luigi's cater food at the treatment plant and had the employees pay for the tax and tip and he covered the food.

On March 3, 2023, Detective Griffin spoke with William Norton who reported the following:

- When he became Superintendent for the WPCF in 2014 "the work environment was very hostile and many of the employees did not get along with each other."
- Mr. Norton "implemented activities to bring the employees closer together and raise the
 morale of the plant. One of these activities was to give them food as a reward for
 completing a difficult or long job."
- Mr. Norton "stated that Bodie was working for him at this time and would have seen these activities done."
- Mr. Norton further "stated that Bodie was a great person and great town employee.
 Norton described Bodie as a "gentleman" and someone who always puts the town and the plant first.
- Mr. Norton "stated that any action Bodie did with the credit care was done because of past practice and members of the town were aware of it."

Detective Griffin noted in his report "that Norton's Town of Fairfield's American Express purchases were examined prior to him leaving employment with the town. These purchases were similar to that of Bodie."

Detective Griffin concluded that "[b]ased upon the...facts and circumstances I don not have probable cause to believe that any of the purchases made by Bodie were for personal gain and that no crime has been committed."

B. HR Follow-up with Danielle Morrison, John Cottell and William Norton

The police investigation report resulted in some follow-up questions by Human Resources for William Norton, Danielle Morrison and John Cottell.

Follow up with John Cottell (in person meeting)

On March 20, 2023, I met with John Cottell as Mr. Bodie named him as a witness for the time period May 22-25, 2022 as an attendee on behalf of the Town of Fairfield at the NEWEA 2022 Spring Meeting & Exhibit.

Mr. Cottell indicated that Mr. Bodie did pay for meals at the resort for Danielle Morrison and himself. He reported that the meals were expensive at the resort restaurants and there was no option to eat at restaurants outside of the resort as there are few nearby and the town where the resort is located closes down at 8:00 PM. It was Mr. Cottell's understanding that Mr. Bodie was approved for travel expenses, including meals at the resort, to attend the NEWEA 2022 event for himself and Ms. Morrison.

Mr. Cottell reports that his experience with NEWEA is positive, providing excellent content and networking. Attendees from across New England have a platform with this Association to share concepts, operational issues and ideas that impact WPC facilities as well as Public Works. Town attendees use that information to help improve operations. Contacts made at the NEWEA events are useful for future troubleshooting and brainstorming.

An email dated March 20, 2023 was sent to Mr. Cottell to corroborate his report to me. (Exhibit GG)

2. Follow up with Danielle Morrison, March 20, 21 2023 (telephone conversation/email)

I asked Ms. Morrison for her assistance as a witness identified by John Bodie for the May NEWEA conference and meals. From our discussion by phone on March 20, 2023 and email correspondence in connection with the out of state travel request in January, 2023, Ms. Morrison reports having no prior notice of the Travel/Meeting policy. She has not been issued a town credit card during her employment with the Town and therefore does not have an agreement between the Credit Card holder and the Town for credit card use. Until most recently, she was not provided notice of these policies since she began her employment with the Town.

During her employment, she has regularly attended the NEWEA conferences with full approval of her supervisors (John Bodie and Bill Norton). The approval included expenses paid for travel, meals and lodging. Prior to January, 2023, Ms. Morrison had no knowledge of any price limit for meals when she attended these events or rules associated with credit card purchases by Town card holders.

. Ms. Morrison reported that there are not many options outside of the resort for food when you attended this conference due to the distance of other restaurants, time constraints in between conference events/workshops, and the nearby town closed early. Also, restaurants would get jammed and choices were very limited within and outside of the resort.

I attached to an email as a follow-up to our March 20, 2023 telephone conversation, a 2022 NEWEA brochure and a copy of the menus for each restaurant at the resort to which charges for meals were made by John Bodie. (Exhibit FF) I asked Ms. Morrison to report any information she may recall for the meals charged at the conference as follows:

 On 05/22/2022 there was a charge for \$49.91 at Rosebrook Bar Bretton Woods NH. Mr. Bodie stated that this charge was for some appetizers while waiting for a table to be available for John Cottell, you, and himself. Ms. Morrison responded:

This is absolutely true. I actually think we were waiting for the "President's Reception" to start which was inside a banquet hall area in the resort. I remember that I was starving! It was beautiful weather so we sat outside on the porch to wait for the doors to open. A waitress approached us and asked if we would like to order anything. I did not even realize there was any type of wait-service out there on the porch. There were the three of us as stated, so we ordered three small bites appetizer-type foods. I believe the current menu is different from when we there, and although I cannot remember what we ordered, I do know that we had three food items to share. And we each ordered a drink. I also cannot remember what anyone ordered to drink, but I know I ordered an unsweetened iced tea.

• On 05/22/2022 there was a charge for \$280.99 at the Dining Room Bretton Woods NH. John Bodie stated this was a charge for dinner for John Cottell, you and himself while at a conference in New Hampshire.

This is also accurate. This charge was for dinner for the three of us. Ahead of the Spring Meeting, we were advised to make reservations at the one of the three restaurants on the premises for dinner to make sure that we did not get stuck without eating. We were advised that the local town restaurants close early and that due to lingering COVID restrictions, there was no room service. So, about a week or two before the meeting, I made reservations wherever I could get a table for the three of us. I also believe that there was a fourth option for dining, but it was closed at the time we were there. As I recall, the prices for everything were astronomical. Again, I believe the menu has changed because I recall ordering a risotto dish and I do not see that on the menu anymore. I also believe that John and John each ordered some kind of beef/steak dish. I remember sharing appetizers and also having soda with dinner and coffee with dessert. Everything at the Main Dining Room was a la carte.

• On 05/23/2022 there was a charge for \$226.81 at Stickney's Restaurant Bretton Woods NH. Mr. Bodie stated this charge is also for dinner for John Cottell, you, and himself while at a conference in New Hampshire.

This was also for dinner for the three of us. Stickney's was also very expensive and everything was a la carte there as well. I also believe the menu has changed since then and I cannot recall exactly what myself or

anyone else ate. I do remember sharing a couple of appetizers, having a main course, and sodas. I remember the sodas being served in huge glass mugs. John Bodie and I had coffee (I remember John Bodie and I always wanting to get a good cup of coffee because there was no coffee in the lobby and no coffee in our rooms. Coffee was oddly hard to come by at the resort.) I think John Cottell passed on coffee and I vaguely remember that none of us wanted dessert because we were too full.

• On 05/24/2022 at 1:24 there was a charge for \$101.14 also at Stickney's Restaurant. Mr. Bodie stated that this charge was for lunch for John Cottell, Danielle Morrison and himself while at the conference in New Hampshire.

This charge was for lunch at Stickney's for the three of us. I remember that I arrived at the restaurant alone and John Bodie and John Cottell were already there and had just been seated so I joined them. We did not plan this lunch together. I was off attending sessions and meetings and they were off in their own sessions and meetings. We just coincidentally happened to go there around the same time, so I joined them. We had sandwiches/burgers and fries, as I recall. I remember having the grilled chicken sandwich. We also had sodas and coffees.

• Do you know or recall whether Mr. Bodie used the Town credit card to pay for alcohol for any of the aforementioned meals?

To the best of my knowledge the Town credit card was never used to pay for alcohol when we dined out. I do not ever recall alcohol being consumed while dining. I distinctly remember paying for my own alcoholic beverages at the end of the evening, after dinner, at a separate resort bar called "The Cave." We all paid separately and I believe we all paid with cash. NEWEA also had "meet and greet" reception cocktail hours each day where only cash was accepted. These are the only times I remember alcohol being purchased by any of the three of us.

3. Follow up with William Norton, March 21, 2023 (Telephone Conversation)

On March 21, 2023, I spoke with William Norton who was responding to my email request to verify his March 3, 2023 statement to Detective Griffin and help me with some follow questions. (Exhibit HH).

Mr. Norton reported that when he began working for the WPCF the morale of staff was extremely low and employees were not getting along with each other. Approximately 18 months into the job, Mr. Norton implemented a "food reward' morale booster by purchasing birthday cakes or meals on his Town issued credit card to show appreciation for them, particularly as the work required was often difficult or long in duration. He described buying birthday cakes at the

Pantry as they were a staff favorite once a month. Whether only one employee had a birthday or several that month, he would buy a cake with the Town issued credit card to celebrate the birthday(s).

When I asked him about any other morale boosting activities he implemented besides food, he reported that he supported staff participation in conferences which he would pay for with the Town issued credit card. Mr. Norton mentioned Vendor sponsored picnics for Memorial Day, Fourth of July, and Labor Day which other Town employees would attend as well as elected officials and WPCA Commission members, including First Selectman Mike Tetreau. Mr. Norton reported the administration when he began the practice of food reward purchases, management condoned the practice of purchasing food to boost morale.

C. Questionnaire for John Bodie/In Person Interview

On March 28, 2023, HR sent by email a questionnaire to John Bodie copied to his union representatives. (Exhibit II) As part of the notice contained in the questionnaire, a Garrity warning was issued a long with notice of his Weingarten rights (union representation). Mr. Bodie was instructed to respond truthfully and to the best of his knowledge and recollection. He was further directed to submit his completed questionnaire by March 30, 2023, close of business.

Mr. Bodie returned the questionnaire before the close of business on March 30, 2030. A review of the questionnaire revealed unresponsive answers or answers that needed additional explanation. Accordingly, an in-person interview was held on April 4, 2023. The following individuals were present at this interview:

- Cathleen Simpson, HR Director
- Joanne Courtemanche, Labor Relations Specialist
- Connie Saxl, Union President
- George Kaczegowicz. Union Vice President
- Chris Sugar, Staff Attorney for AFSCME (on WebEx)

a. Questions about Use of BJ's Membership Card and Stop & Shop purchases:

Mr. Bodie originally responded "I don't understand how this question is germane to my employment for the Town of Fairfield" to questions regarding whether he personally has a Stop & Shop loyalty card and BJ's membership. I explained the nexus of using the Town issued credit card with a personal loyalty card or the Town's BJ's membership to make personal purchases with his personal cash or credit card as he would be getting the benefit of loyalty points for his personal use or not have to purchase his own membership. Mr. Bodie indicated he understood and reported he did engage in such use.

b. Questions about the purpose for the purchase of an item(s)

Throughout the questionnaire, where Mr. Bodic was asked about the purpose of an item(s) and his responses were lacked sufficient information. For instance, when asked about the purpose of items bought at BJ" s, he responded "Food". Mr. Bodie explained that William Norton, his previous supervisor, started the practice of purchasing food and beverages, including coffee, soda, candy, creamers and cakes as well as meals to reward employees for performing a difficult job. Mr. Bodie reported it was a practice that was in place for serval years before Mr. Bodie took over as Superintendent. Due to the nature of the work involved and the conditions, such as the odor, some jobs can be extremely unpleasant.

Mr. Bodie also in his questionnaire as well as during the interview discussed meals allowance for employees who are called in early or held over. The WPCF is staffed by employees from the PETA, THEA and Public Works (UPSEU) Unions. There is no meal allowance for THEA members under their collective bargaining agreement. For PETA employees assigned to the WPCF which include Mr. Bodie, Article 4, Section 4 (a) of the collective bargaining agreement covers meal allowances in the amount of \$10/meal or \$40.00/day for mealtimes that occur after four (4) hours subsequent to emergency recall. For Public Work members, which the majority of the employees are members, Article 7, Section 7.4 controls with a restriction of \$10/meal, not to exceed \$40.

With respect to the meal allowance for Public Works and PETA Union members, the Town is required to provide access for meals in two diners located in the Town of Fairfield under Section 7.14 (b) of the collective bargaining agreement. John Cottell explained that the process for impacted union members who work outside of the WPCF, they are able while on the road ploughing for instance to stop at one of the three diners in Fairfield or at Bud's Deli with a meal ticket. Their information is recorded by the diner or Bud's and in turn, they invoice the Town who has contracts with these eateries. Either the diner or Bud's excludes tax with its invoice or the administrative assistant will deduct the tax from the invoice. Mr. Cottell also explained that they have a contract with Bud's Deli as sometimes the diners are not open 24 hours, particularly during COVID and Bud's Deli is generally able to accommodate early morning or night orders. If the diners and Bud's Deli are not open, then Public Works will bring food to the "yard".

Mr. Bodie was unaware of the meal ticket procedure as implemented by the Department of Public Works for overtime meal allowance for PETA and Public Works Union members. He also explained for hold overs or early call ins, the WPCF staff are required to be in the building to attend to emergencies unlike Public Works employees who are generally on the road during emergencies. Accordingly, the meal ticket process may not be feasible for WPCF employees under these conditions.

c. Reports/Responses in Connection with the Reconciliation Report

November 2022 Charges to NEWEA for Spouse

In November, 2022, the AMEX statement shows purchases to NEWEA in the amount of \$677.63 and \$550.26 made on November 8, 2022. The one in the amount of \$550.26 includes two

charges of \$25.00 for Jeanne Bodie, John Bodie's spouse for a Monday and Tuesday reception. In response to the question regarding whether he has used the credit card to make purchases for others that are personal in nature, he states "no" but then admits to purchasing registrations to NEWEA conferences for his wife, "approved by my Supervisor", alleging a past practice.

For the November, 2022, Mr. Bodie reported in the questionnaire that "they charged my wife's \$50.00 fee in error. I was trying to rectify the issue, but could not complete, because I was put on leave." Mr. Bodie signed the November 2022 reconciliation voucher on 11/28/22 and included the receipt for the NEWEA purchase that included the \$50 reception charge for his wife. Mr. Bodie was placed on administrative leave with pay on January 27, 2023-two months after he submitted the November 22, 2022 reconciliation report with the \$50 charge for the reception for his wife at the conference. During his in- person interview, Mr. Bodie reported that he did attempt to recoup the charge for the conference but it was too late to obtain reimbursement and he had to cancel due to his brother being ill.

2. December 2022 Charge to Bud's Deli in the amount of \$153.61

As part of his reconciliation report for a purchase of \$153.61 at Bud's on 12/28/22 allegedly for a 12/28/22 MS4 Training meeting (Mr. Bodie submitted the list of participants for a training which occurred on 12/29/2021. One of the participants listed was Vincent Mooney who left Town employment in October, 2022.). When asked to explain the discrepancies of the date, Mr. Bodie stated that he "ordered the day before the training, to allow the deli to obtain needed supplies." When I referred him to the list of attendees reportedly at the training, he indicated that that list was definitely submitted in error and he would be able to provide the one for the December 2022 training. Mr. Bodie was able to provide the correct list as demonstrated by Exhibit JJ.

3. December 2022 Charge to Luigi's in the Amount of \$479.65 and The Pantry for \$66.00

Mr. Bodie reported his purchases on 12/22/22 at the Pantry for \$66.00 and on 12/23/22 at Luigi's in the amount of \$479.65 were for a staff meeting and Christmas party held on 12/24/22. Mr. Bodie reported he put the wrong date on the report-the 24th- as the meeting/party was held on December 23, 2022. He ordered cakes from the Pantry a day in advance as the Pantry runs out of stock during the holidays.

d. Other

1. Supervision

At the in-person interview, Mr. Bodie reported that it is unclear to him as to who is required to report to since he became Superintendent. He indicated that in the past prior to his appointment as Superintendent, he thought was the Director of Public Works. He indicated that the WPCA does not assert oversight over him with the daily operations or credit card purchases.

2. Notice

Prior to 2021, Mr. Bodie reported he did not receive any notice about protocol with purchases using the Town issued credit card other than the requirement of completing a reconciliation voucher. He was never asked to provide a justification of how the purchase related to Town business and was under the belief that these purchases related to Town business as they improved morale. When Mr. Norton was the superintendent, he would sign off on Mr. Bodie's reconciliation vouchers and never required Mr. Bodie to provide more than the receipts. When Mr. Bodie became the Superintendent, he submitted his reconciliation vouchers and receipts in directly to Finance-Kiva Barry. His vouchers were always approved by Finance. Mr. Bodie reported that he never received training with respect to the credit card policy or related policies and has never received training about purchasing practices.

Ms. Saxl corroborated Mr. Bodie's report that although he has been a cardholder since 1999, he did not receive a policy until January, 2021. Ms. Saxl conducted an audit in February, 2020 of the employee credit card expenditures. As part of her review, Ms. Saxl recommended training for all cardholders; however, there was insufficient staff within Finance to conduct such training so it was decided in consultation with the Director of Purchasing and the Interim CFO that an email with the credit card policy and MOU with a return receipt acknowledgement should be issued to all card holders, which Ms. Saxl did in January, 2021.

Ms. Saxl reported that she provided the 2020 credit card use audit report to the Interim CFO and Director of Purchasing. Ms. Saxl also provided the information to the Board of Finance as required under the Section 9.15 B (3) of the Town Charter. She did not provide the information to the First Selectwoman, CAO or Chief of Staff as this was not the practice. Ms. Saxl indicated that she did not review every single reconciliation voucher for each credit card holder but rather conducted a sample review, which within the normal course of business for audits she conducts for the Town.

VIII. Findings of Fact

- 1. John Bodie was hired by the Town in 1985 as a Laborer II. After being promoted to Wastewater Maintenance Repairman, he resigned effective 10/27/1989. He was rehired by the Town on May 4, 1992 as a Laborer II. Since that time, he has held the following positions:
 - Maintenance Repairman III, January 24, 1994
 - Wastewater Pollution Operator, April 15, 1999
 - Maintenance Manager, October 8, 2001
 - Assistant Superintendent, April 21, 2013
 - Acting Superintendent WPCF (until William Norton was rehired), December 16, 2017
 - Superintendent, October 24, 2021

- 2. During his employment, Mr. Bodie has received exceptional and outstanding performance reviews and there is no history of any disciplinary action.
- 3. Mr. Bodie was issued an Amex card in 1999 while holding the position of Wastewater Pollution Operator. Prior to January 2021, Mr. Bodie had no notice of any policy or procedures associated with credit card purchases.
- 4. An Employee Credit Card Expenditures Audit was conducted in February 2020 by the Senior Internal Auditor. That information was shared with the Interim CFO and the Director of Purchasing at the time. The auditor's specific findings and recommendations were not directly shared with the First Selectwoman, her Chief of Staff, or Chief Administrative Officer.
- 5. In January 2021 Mr. Bodie, along with other Town employees, signed the attached Memorandum of Understanding for credit card holders.
- 6. On or about 2016, then Superintendent William Norton, having no notice of a policy, established a practice of purchasing meals or food to boost employee morale and reward staff for performing difficult, extremely unpleasant, and long jobs. A review of Mr. Norton's credit card purchases from 2018 to 2020 demonstrates that he was regularly using his credit card for meals and food in this regard.
- 7. When Mr. Bodie assumed the role of Superintendent in October 2021 he continued the established practice of purchasing meals and food for staff as a morale booster. A review of Mr. Bodie's credit card purchases demonstrated that he was purchasing meals and food in the same manner as Mr. Norton. When Mr. Norton was Mr. Bodie's supervisor, he would direct Mr. Bodie to purchase food items or meals for staff.
- 8. It was not until January 2023, at the direction of the administration, that the policy was updated and distributed to Department Heads, along with proper training and a mandatory attestation and sign-off to acknowledge receipt and understanding of the policy. It was at this point that Mr. Bodie became aware of the requirements to provide detailed justification for purchases, as well as for all Department Heads to submit reconciliation vouchers to the CFO for a second signature on credit card purchases.
- 9. There was no evidence that Mr. Bodie was purchasing items with the Town-issued card to defraud the public. However, there were some charges totaling \$845.14 that are considered personal or made in error and not in line with policy that Mr. Bodie did not dispute. During his interview with Human Resources on April 3, 2023, Mr. Bodie acknowledged that these expenses were in violation of the Cardholder Memorandum of Understanding (MOU) that he signed in January 2021, but at the time he made the purchases he was not intentionally attempting to violate the MOU.

April 5, 2023

From: Simpson, Cathleen

Sent: Thursday, May 25, 2023 3:52 PM

To: Mitola, John

Cc: Charlton, Lori; leclerc@optimum.net; LeClerc, Mary; Saxl, Concetta

Subject: RE: Status of Credit Card Investigation

Hi John,

I will send you some dates when I return. I am getting there with the investigation-just volumes of records and receipts to review from 2018-2022. I can put together a recommendation report before I go even if the investigation is not complete because I am very familiar with the process now and areas that may need shoring up. I will put that together and try to get the investigation done before I leave.

From: jrmitola@aol.com <jrmitola@aol.com> Sent: Wednesday, May 24, 2023 12:49 PM

To: Simpson, Cathleen <CSimpson@fairfieldct.org>

Cc: Charlton, Lori < ltcharlton@optimum.net>; leclerc@optimum.net; LeClerc, Mary < leclerc@optonline.net>; Saxl,

Concetta < CSaxl@fairfieldct.org>

Subject: Re: Status of Credit Card Investigation

Thank you Cathy.

If you are going to be done with your global investigation report prior to you leaving than perhaps we can have a special meeting before you leave. If that does not work, please give me some dates after your return and we will call a special meeting to have you present. We can do that in mid to late June. And if your report is completed prior to your departure please forward a copy to of it to us so we can start to review it.

If the report will not be done prior to your departure give me a date when you believe it will be completed and provide some dates that you are available upon your return. I think it is important to move on this issue and appreciate your assistance.

Have a safe trip and congratulations on our daughter's residency assignment.

Thank you.

John Mitola

----Original Message----

From: Simpson, Cathleen < CSimpson@fairfieldct.org >

To: Mitola, John <irmitola@aol.com>

Cc: Charlton, Lori < !tcharlton@optimum.net; leclerc@optimum.net; Leclerc@optimum.net); Leclerc@optimum.net))

<leclerc@optonline.net>; Saxl, Concetta < CSaxl@fairfieldct.org>

Sent: Mon, May 22, 2023 4:44 pm

Subject: RE: Status of Credit Card Investigation

Hi John,

Unfortunately, I will be in LA on 6/6/23 helping my daughter move as she starts her residency at LA Children's Hospital. I am still working on completing the global investigation of credit card use by Town employees. Its quite the full time job to

do this right. I hope to have a report for the BOF before I leave for LA. I also think it is important for the CFO and the Purchasing Director to have input with respect to policy. I have been meeting with Jared and Adam as well. I will have recommendations and more answers for the BOF. I know its been taking longer than anticipated. As you know better than anyone, investigations of employee misconduct are extensive depending upon the issues and cannot always be rushed, particularly one of this high level of importance.

We will sort something out.

Thank you for reaching out. I appreciate the Board's support and patience with this.

From: <u>irmitola@aol.com</u> <<u>irmitola@aol.com</u>> Sent: Saturday, May 20, 2023 3:35 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Cc: Charlton, Lori < techarlton@optimum.net; techarltongoptimum.net; <a href="tec

Concetta < CSaxl@fairfieldct.org>

Subject: Re: Status of Credit Card Investigation

Hi Cathy:

Thanks for this email. I have been super busy at work just finishing a trial in court so sorry about the late response.

The BOF audit committee has a meeting on June 6 at 6PM right before the regular BOF meeting. Can you and Ms. Saxl please attend and give our committee an update on the credit card issue? We understand that the underlying investigation regarding Mr. Bodie is complete - what we are interested in discussing is the adequacy (or inadequacy) of the town's credit card policy; what steps you maybe recommending regarding the policy and any other thoughts or concerns that you may have as the HR director on this important issue. Connie- the committee would like your input too. Some issues to consider-Does the town have sufficient resources to make sure that the current policy can be complied with? Do we need a new updated policy? What checks and balances (if any) does the town need to implement in order for the current policy (or any updated policy) to be sufficiently complied with etc.? I am copying Lori and Mary on this email so that they can chime in.

I understand that you and/or Connie may not have all the answers yet and that is ok- we just think we need to get the discussion going.

Please let us know if you can attend.

Thank you,

John Mitola

Chair Audit subcommittee BOF

----Original Message----

From: Simpson, Cathleen < CSimpson@fairfieldct.org < mailto: CSimpson@fairfieldct.org >>

To: Charlton, Lori < ltcharlton@optimum.net>

Cc: DeWitt, Christopher chrisdewitt103@gmail.com; Mitola, John

<irmitola@aol.com<mailto:jrmitola@aol.com>>; Courtemanche, Joanne

<JCourtemanche@fairfieldct.org<mailto:JCourtemanche@fairfieldct.org>>

Sent: Mon, Apr 24, 2023 5:32 pm

Subject: RE: Status of Credit Card Investigation

Hi Lori,

Just returned from my honeymoon so sorry for the delayed response. I understand how frustrating it must be that it is taking Human Resources longer than anticipated to complete its investigation of the use of Town issued credit cards as well purchasing practices by Town employees. Please be assured the HR team has been working diligently on this investigation, including weekends and evenings.

While I was away, the Team continued its work on this investigation. I can share with you that this investigation involves in part a review of hundreds of records covering a four year period. We are committed to conducting a thorough and fair

investigation, which again is taking more time than anticipated but it is important that we do this properly. Please be assured we are very aware of how important it is for this investigation to come to a conclusion as soon as possible.

In addition to this broad administrative investigation, HR completed a separate administrative investigation regarding the use of a Town issued credit card by John Bodie, Superintendent of the WPCF. This investigation was conducted simultaneously with but separately from the broader one involving all cardholders. Attached is the finding of facts for your information as well as the underlying administrative investigation report. The referenced exhibits involving Mr. Bodie can be disclosed as well; however, there are hundreds of pages of exhibits so it would require a mutually convenient date and time for members of the BOF to inspect the exhibits.

I hope this update is helpful.

Best,

Cathleen

----Original Message----

From: Lori Charlton < ltcharlton@optimum.net>

Sent: Friday, April 21, 2023 2:21 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org < mailto: CSimpson@fairfieldct.org >>

Cc: DeWitt, Christopher < chrisdewitt103@gmail.com; Mitola, John

<irmitola@aol.com<mailto:irmitola@aol.com>>

Subject: Status of Credit Card Investigation

Cathleen - can you provide an update on this please? We are closing in on 4 months. When will you be able to provide an update to the BOF, and if the investigation is concluded, provide the documents that were previously requested?

Thank you,

Lori

From:

Simpson, Cathleen

Sent:

Wednesday, June 28, 2023 5:43 PM

To:

Mitola, John

Cc:

Charlton, Lori; 'leclerc@optimum.net'; LeClerc, Mary; Kupchick, Brenda; Schmitt, Jared;

Tulin, Adam

Subject:

RE: Status of Credit Card investigation and Audit Subcommittee meeting

Good Evening,

I spoke to Brenda and she wants to attend the subcommittee meeting. Jared and Adam are being asked to attend as well. Accordingly, we will need to schedule a date when Brenda, Jared, Adam and myself are available. The week of July 10th does not work for Brenda. We will get back to you with some open dates for all to coordinate with the subcommittee's schedule.

Best,

Cathleen

From: Simpson, Cathleen

Sent: Tuesday, June 27, 2023 5:15 PM **To:** Mitola, John <jrmitola@aol.com>

Cc: Charlton, Lori < ltcharlton@optimum.net>; 'leclerc@optimum.net' < leclerc@optimum.net>; LeClerc, Mary

<leclerc@optonline.net>

Subject: RE: Status of Credit Card investigation and Audit Subcommittee meeting

Also, 6PM start works as well. Thanks for following up. I look forward to finally being able to provide the information.

From: Simpson, Cathleen

Sent: Tuesday, June 27, 2023 5:13 PM **To:** Mitola, John < <u>irmitola@aol.com</u>>

Cc: Charlton, Lori < !teclerc@optimum.net; !teclerc@optimum.net; !teclerc@opt

Subject: RE: Status of Credit Card investigation and Audit Subcommittee meeting

Yes. I mean to get back to you sooner! The week of July 10th works-except for 7/13. The following week is good except for 7/18 and 7/20. If you need me to pick more dates let me know.

Thanks!

From: jrmitola@aol.com <jrmitola@aol.com>

Sent: Tuesday, June 27, 2023 4:32 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Cc: Charlton, Lori < !teclerc@optimum.net; !teclerc@optonline.net>

Subject: Status of Credit Card investigation and Audit Subcommittee meeting

Hi Cathy:

Hope all is well. I am following up on the below email exchanges. Can we pick some days the week of July 10 for you to come to an Audit subcommittee meeting? I am available every day except July 11. On this email I am also copying Lori C and Mary L to see their availability. All of you please give me some dates so we can get this meeting scheduled. Thinking 6PM start.

Thank you.

John Mitola

-----Original Message-----

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

To: Mitola, John <irmitola@aol.com>

Cc: Charlton, Lori < tel:clerc@optimum.net; tel:clerc@optimum.net; tel:leclerc@optimum.net; <a href="tel:le

< leclerc@optonline.net >; Saxl, Concetta < CSaxl@fairfieldct.org >

Sent: Thu, May 25, 2023 3:52 pm

Subject: RE: Status of Credit Card Investigation

Hi John.

I will send you some dates when I return. I am getting there with the investigation-just volumes of records and receipts to review from 2018-2022. I can put together a recommendation report before I go even if the investigation is not complete because I am very familiar with the process now and areas that may need shoring up. I will put that together and try to get the investigation done before I leave.

From: jrmitola@aol.com Sent: Wednesday, May 24, 2023 12:49 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Cc: Charlton, Lori < tel:clerc@optimum.net; LeClerc, Mary tel:clerc@optonline.net; Saxi,

Concetta < CSaxl@fairfieldct.org>

Subject: Re: Status of Credit Card Investigation

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Have a safe trip and congratulations on our daughter's residency assignment.

Thank you.

John Mitola

----Original Message----

From: Simpson, Cathleen < CSimpson@fairfieldct.org < mailto: CSimpson@fairfieldct.org >>

To: Mitola, John < irmitola@aol.com < mailto: irmitola@aol.com >>

Cc: Charlton, Lori < ltcharlton@optimum.net;

leclerc@optimum.net<mailto:leclerc@optimum.net

Mary < leclerc@optonline.net < mailto:leclerc@optonline.net >>; Saxl, Concetta

< CSaxl@fairfieldct.org<mailto: CSaxl@fairfieldct.org>>

Sent: Mon, May 22, 2023 4:44 pm

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We will sort something out.

Thank you for reaching out. I appreciate the Board's support and patience with this.

From: jrmitola@aol.com<mailto:jrmitola@aol.com> <jrmitola@aol.com<mailto:jrmitola@aol.com>>

Sent: Saturday, May 20, 2023 3:35 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org < mailto: CSimpson@fairfieldct.org >>

Cc: Charlton, Lori < ltcharlton@optimum.net;

leclerc@optimum.net<mailto:leclerc@optimum.net>; LeClerc, Mary

<leclerc@optonline.net<mailto:leclerc@optonline.net>>; Saxl, Concetta

<<u>CSaxl@fairfieldct.org</u><mailto:CSaxl@fairfieldct.org>>

Subject: Re: Status of Credit Card Investigation

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I understand that you and/or Connie may not have all the answers yet and that is ok- we just think we need to get the discussion going.

Please let us know if you can attend.

Thank you.

John Mitola

Chair Audit subcommittee BOF

----Original Message----

From: Simpson, Cathleen

< CSimpson@fairfieldct.org < mailto: CSimpson@fairfieldct.org > < mailto: CSimpson@fairfieldct.org >>

To: Charlton, Lori < ltcharlton@optimum.net>

Cc: DeWitt, Christopher

chrisdewitt103@gmail.com>; Mitola, John

<<u>irmitola@aol.com</u><mailto:<u>jrmitola@aol.com</u>>>; Courtemanche, Joanne

<<u>JCourtemanche@fairfieldct.org</u><mailto:JCourtemanche@fairfieldct.org><<u>mailto:JCourtemanche@fairfieldct.org</u>>>

Sent: Mon, Apr 24, 2023 5:32 pm

Subject: RE: Status of Credit Card Investigation

Hi Lori,

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While I was away, the Team continued its work on this investigation. I can share with you that this investigation involves in part a review of hundreds of records covering a four year period. We are committed to conducting a thorough and fair investigation, which again is taking more time than anticipated but it is important that we do this properly. Please be assured we are very aware of how important it is for this investigation to come to a conclusion as soon as possible.

In addition to this broad administrative investigation, HR completed a separate administrative investigation regarding the use of a Town issued credit card by John Bodie, Superintendent of the WPCF. This investigation was conducted simultaneously with but separately from the broader one involving all cardholders. Attached is the finding of facts for your information as well as the underlying administrative investigation report. The referenced exhibits involving Mr. Bodie can be disclosed as well; however, there are hundreds of pages of exhibits so it would require a mutually convenient date and time for members of the BOF to inspect the exhibits.

I hope this update is helpful.

Best,

Cathleen

----Original Message----

From: Lori Charlton Lori Charlton@optimum.net mailto:ltcharlton@optimum.net ltcharlton@optimum.net mailto:ltcharlton@optimum.net ltcharlton@optimum.net mailto:ltcharlton@optimum.net mailto:ltcharlton@optimum.net mailto:ltcharlton@optimum.net mailtongoptimum.net mailtongoptimum.net mailtongoptimum.net ltcharltongoptimum.net mailtongoptimum.net mailtongopt Sent: Friday, April 21, 2023 2:21 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org < mailto: CSimpson@fairfieldct.org >> < mailto: CSimpson@fa

Cc: DeWitt, Christopher

<chrisdewitt103@gmail.com</p><mailto:chrisdewitt103@gmail.com</p><mailto:chrisdewitt103@gmail.com</p>; Mitola, John

<jrmitola@aol.com<mailto:jrmitola@aol.com><mailto:jrmitola@aol.com>>

Subject: Status of Credit Card Investigation

Cathleen - can you provide an update on this please? We are closing in on 4 months. When will you be able to provide an update to the BOF, and if the investigation is concluded, provide the documents that were previously requested?

Thank you,

Lori

From:

Simpson, Cathleen

Sent:

Wednesday, June 14, 2023 4:09 PM

To:

Tuttle, William; Fitzgerald, Jude; Saxl, Concetta; Kaczegowicz, Daniel; Quiles, Raymond

Cc:

Courtemanche, Joanne; Schmitt, Jared

Subject:

HR Review Town Issued Credit Cards

Importance:

High

Good Afternoon,

Human Resources is conducting an investigation concerning Town issued credit cards by Town employees. As part of our review, we took samples of reconciliation records from 2018 to 2022. From those samples, we then identified which ones may require further explanation. Accordingly, we are issuing questionnaires to those cardholders who we would like to obtain additional information so that we can close the investigation as soon as possible. As some of the cardholders under review are members of your respective unions, I wanted you to be noticed in advance of issuing the questionnaires. You will be copied on any communication to your members from HR about this matter and of course may assist the member in responding to the questionnaires.

Because some of the reconciliation reports do not either identify the reason for the purchase or explain the business purpose for the purchase, it necessitates further review. With our partners in Finance, we have since required more detailed reconciliation reports to identify and explain the business reason to avoid speculation about the nature of the purchase.

HR is putting deadline for return of the information by June 19, 2023 close of business but if an employee needs additional time, we of course can accommodate any such requests.

Please feel free to contact me with any questions or if you wish to discuss.

Sincerely,

Cathleen

Cathleen H. Gimpson

Suman Resources Director

Town of Fairfield

Sullivan Independence Hall

725 Old Post Road

Fairfield, CT06824

(475) 350-6002

From:

Simpson, Cathleen

Sent:

Thursday, June 15, 2023 11:27 AM

To:

Kalamaras, Robert; Dunn, Kyran; Broderick, Keith; Marsilio, John; Calabrese, Anthony;

McCarthy, Denis

Cc:

Tuttle, William; Fitzgerald, Jude; Saxl, Concetta; Kaczegowicz, Daniel

Subject: HR Review

Good Morning,

I have sent or will be sending questionnaires to some Town credit card holders within your departments. I have and will continue to copy the Department Head or Assistant/Deputy as well as the Union leadership for these questionnaires. I would also recommend for the Department Head to respond on behalf of the employee if you know the purpose for certain purchases.

There is no presumption of wrong doing or violation of policy. The intent is to make it clear to any third party reviewing the audit the purpose of a purchase. Some of the records go back to 2018 so if someone cannot recall, s/he can simply state so.

If you have any questions, please do not hesitate to contact me.

Cathleen G. Simpson
Yuman Resources Director
Town of Fairfield
Sultivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

From:

Simpson, Cathleen

Sent:

Thursday, June 15, 2023 2:52 PM

To:

Quiles, Raymond

Cc: Subject: 'Craig Manemeit'; Courtemanche, Joanne RE: HR Review Town Issued Credit Cards

Sure thing. Do you want Garrity warnings for each? I also understand if employees cannot recall as some of this was some time ago. It does not have to be detailed-something like "training" or "promotion event" or "equipment/supplies" is sufficient. I am also available for a conference call to discuss the scope etc.

From: Quiles, Raymond <RQuiles@fairfieldct.org>

Sent: Thursday, June 15, 2023 12:05 PM

To: Simpson, Cathleen <CSimpson@fairfieldct.org>
Subject: RE: HR Review Town Issued Credit Cards

Cathleen,

Our members will need more time than the June 19th deadline allows to complete your requests. I am working with our members and our attorney to process your requests as quickly as possible, but the 19th is unfortunately too short notice. Attorney Craig Manemeit will also be reaching out to you at some point regarding this matter.

Thank you, Ray

Raymond Quiles
President
C.O.P.S Local 550
100 Reef Road Fairfield CT 06824
(203)254-4674
(203)260-8755

From: Simpson, Cathleen <CSimpson@fairfieldct.org>

Sent: Thursday, June 15, 2023 10:32 AM

To: Tuttle, William <WTuttle@fairfieldct.org>; Fitzgerald, Jude <JFitzgerald@fairfieldct.org>; Saxl, Concetta

< CSaxl@fairfieldct.org>; Kaczegowicz, Daniel < DKaczegowicz@fairfieldct.org>; Quiles, Raymond

<RQuiles@fairfieldct.org>

Cc: Courtemanche, Joanne < ICourtemanche@fairfieldct.org; Schmitt, Jared < JSchmitt@fairfieldct.org; McCarthy,

Denis < DMcCarthy@fairfieldct.org>; Dunn, Kyran < KDunn@fairfieldct.org>; Eric Chester

<ericchester@fdclawoffice.com>

Subject: RE: HR Review Town Issued Credit Cards

Good Morning,

Of course anyone who needs an extension can have one. I put a deadline on the return of the information for Monday, thinking that it would not take much time. I have already received responses this am from those I sent last night. I plan on sending the rest o the questionnaires this am.

I have included Department Heads who may have signed on the reconciliation forms so they may be able to respond as to the business reason. HR has learned that the credit card policy and agreement signed by cardholders was not consistently followed with respect to providing sufficient information to easily identify the business purpose. Since January, 2023, HR, Finance and Purchasing have worked together to issue notice and revise the reporting requirements.

This investigation is a result of a complaint by a resident who in part is questioning credit card usage by Town employees. Under the code of conduct policy attached, such allegations must be investigated by HR. As indicated, I sent some of the questionnaires last evening and will finish sending the rest this morning. Once you see them, it may not take much time to respond. Again, the Department Head who signed the reconciliation may be able to help if s/he were there at the time or may know what the purchase is as a normal course of business. The Department Head will be copied on the questionnaire for that reason.

I very much appreciate your concerns and thank you for making me aware of them. This is not meant to cause undue stress. I understand that email can be misconstrued and I take responsibility for that.

Please call me if you have any questions or wish to discuss.

Best,

Cathleen

From: Tuttle, William < WTuttle@fairfieldct.org>

Sent: Thursday, June 15, 2023 8:06 AM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>; Fitzgerald, Jude < JFitzgerald@fairfieldct.org>; Saxl, Concetta

< CSaxl@fairfieldct.org>; Kaczegowicz, Daniel < DKaczegowicz@fairfieldct.org>; Quiles, Raymond

< RQuiles@fairfieldct.org>

Cc: Courtemanche, Joanne < JCourtemanche@fairfieldct.org; Schmitt, Jared < JSchmitt@fairfieldct.org; McCarthy,

Denis < DMcCarthy@fairfieldct.org>; Dunn, Kyran < KDunn@fairfieldct.org>; Eric Chester

<ericchester@fdclawoffice.com>

Subject: RE: HR Review Town Issued Credit Cards

Good morning,

Any member of Local 1426 who receives a questionnaire will need an extension. We will have all questions and answers reviewed by our attorney and this notice is an insufficient amount of time considering our shift work and vacations.

Thanks in advance,
Bill Tuttle
President IAFF 1426

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Wednesday, June 14, 2023 4:09 PM

To: Tuttle, William < WTuttle@fairfieldct.org>; Fitzgerald, Jude < JFitzgerald@fairfieldct.org>; Saxl, Concetta

< CSaxl@fairfieldct.org>; Kaczegowicz, Daniel < DKaczegowicz@fairfieldct.org>; Quiles, Raymond

<RQuiles@fairfieldct.org>

Cc: Courtemanche, Joanne < JCourtemanche@fairfieldct.org; Schmitt, Jared < JSchmitt@fairfieldct.org;

Subject: HR Review Town Issued Credit Cards

Importance: High

Good Afternoon,

Human Resources is conducting an investigation concerning Town issued credit cards by Town employees. As part of our review, we took samples of reconciliation records from 2018 to 2022. From those samples, we then identified which ones may require further explanation. Accordingly, we are issuing questionnaires to those cardholders who we would like to obtain additional information so that we can close the investigation as soon as possible. As some of the cardholders under review are members of your respective unions, I wanted you to be noticed in advance of issuing the questionnaires. You will be copied on any communication to your members from HR about this matter and of course may assist the member in responding to the questionnaires.

Because some of the reconciliation reports do not either identify the reason for the purchase or explain the business purpose for the purchase, it necessitates further review. With our partners in Finance, we have since required more detailed reconciliation reports to identify and explain the business reason to avoid speculation about the nature of the purchase.

HR is putting deadline for return of the information by June 19, 2023 close of business but if an employee needs additional time, we of course can accommodate any such requests.

Please feel free to contact me with any questions or if you wish to discuss.

Sincerely,

Cathleen

Cathleen A. Simpson
Suman Resources Director
Town of Fairfield
Sultivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

From:

Quiles, Raymond

Sent:

Thursday, June 15, 2023 3:47 PM

To:

Simpson, Cathleen

Subject:

Re: HR Review Town Issued Credit Cards

Yes, garrity warnings for each employee making a submission would be appreciated. Thank you

Ray Quiles #5531

Fairfield Police Department RQuiles@Fairfieldct.orq

W: 203-254-4808 C: 203-260-8755

On Jun 15, 2023, at 14:52, Simpson, Cathleen <CSimpson@fairfieldct.org> wrote:

Sure thing. Do you want Garrity warnings for each? I also understand if employees cannot recall as some of this was some time ago. It does not have to be detailed-something like "training" or "promotion event" or "equipment/supplies" is sufficient. I am also available for a conference call to discuss the scope etc.

From: Quiles, Raymond <RQuiles@fairfieldct.org>

Sent: Thursday, June 15, 2023 12:05 PM

To: Simpson, Cathleen <CSimpson@fairfieldct.org> **Subject:** RE: HR Review Town Issued Credit Cards

Cathleen,

Our members will need more time than the June 19th deadline allows to complete your requests. I am working with our members and our attorney to process your requests as quickly as possible, but the 19th is unfortunately too short notice. Attorney Craig Manemeit will also be reaching out to you at some point regarding this matter.

Thank you, Ray

Raymond Quiles

President

C.O.B. S. Local EEO

C.O.P.S Local 550 100 Reef Road Fairfield CT 06824 (203)254-4674 (203)260-8755 From: Simpson, Cathleen <CSimpson@fairfieldct.org>

Sent: Thursday, June 15, 2023 10:32 AM

To: Tuttle, William < <u>WTuttle@fairfieldct.org</u>>; Fitzgerald, Jude < <u>JFitzgerald@fairfieldct.org</u>>; Saxl, Concetta < <u>CSaxl@fairfieldct.org</u>>; Kaczegowicz, Daniel < <u>DKaczegowicz@fairfieldct.org</u>>; Quiles,

Raymond < RQuiles@fairfieldct.org>

Cc: Courtemanche, Joanne < <u>JCourtemanche@fairfieldct.org</u>>; Schmitt, Jared < <u>JSchmitt@fairfieldct.org</u>>; McCarthy, Denis < <u>DMcCarthy@fairfieldct.org</u>>; Dunn, Kyran < <u>KDunn@fairfieldct.org</u>>; Eric Chester < ericchester@fdclawoffice.com>

Subject: RE: HR Review Town Issued Credit Cards

Good Morning,

Of course anyone who needs an extension can have one. I put a deadline on the return of the information for Monday, thinking that it would not take much time. I have already received responses this am from those I sent last night. I plan on sending the rest o the questionnaires this am.

I have included Department Heads who may have signed on the reconciliation forms so they may be able to respond as to the business reason. HR has learned that the credit card policy and agreement signed by cardholders was not consistently followed with respect to providing sufficient information to easily identify the business purpose. Since January, 2023, HR, Finance and Purchasing have worked together to issue notice and revise the reporting requirements.

This investigation is a result of a complaint by a resident who in part is questioning credit card usage by Town employees. Under the code of conduct policy attached, such allegations must be investigated by HR. As indicated, I sent some of the questionnaires last evening and will finish sending the rest this morning. Once you see them, it may not take much time to respond. Again, the Department Head who signed the reconciliation may be able to help if s/he were there at the time or may know what the purchase is as a normal course of business. The Department Head will be copied on the questionnaire for that reason.

I very much appreciate your concerns and thank you for making me aware of them. This is not meant to cause undue stress. I understand that email can be misconstrued and I take responsibility for that.

Please call me if you have any questions or wish to discuss.

Best,

Cathleen

From: Tuttle, William < WTuttle@fairfieldct.org>

Sent: Thursday, June 15, 2023 8:06 AM

To: Simpson, Cathleen < CSimpson@fairfieldct.org; Fitzgerald, Jude < JFitzgerald@fairfieldct.org; Saxl, Concetta < CSaxl@fairfieldct.org; Kaczegowicz, Daniel < DKaczegowicz@fairfieldct.org; Quiles,

Raymond < RQuiles@fairfieldct.org>

Cc: Courtemanche, Joanne < <u>JCourtemanche@fairfieldct.org</u>>; Schmitt, Jared < <u>JSchmitt@fairfieldct.org</u>>; McCarthy, Denis < <u>DMcCarthy@fairfieldct.org</u>>; Dunn, Kyran < <u>KDunn@fairfieldct.org</u>>; Eric Chester

<ericchester@fdclawoffice.com>

Subject: RE: HR Review Town Issued Credit Cards

Good morning,

Any member of Local 1426 who receives a questionnaire will need an extension. We will have all questions and answers reviewed by our attorney and this notice is an insufficient amount of time considering our shift work and vacations.

Thanks in advance, Bill Tuttle President IAFF 1426

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Wednesday, June 14, 2023 4:09 PM

To: Tuttle, William < <u>WTuttle@fairfieldct.org</u>>; Fitzgerald, Jude < <u>JFitzgerald@fairfieldct.org</u>>; Saxl, Concetta < <u>CSaxl@fairfieldct.org</u>>; Kaczegowicz, Daniel < <u>DKaczegowicz@fairfieldct.org</u>>; Quiles,

Raymond < RQuiles@fairfieldct.org>

Cc: Courtemanche, Joanne < JCourtemanche@fairfieldct.org; Schmitt, Jared < JSchmitt@fairfieldct.org;

Subject: HR Review Town Issued Credit Cards

Importance: High

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Please feel free to contact me with any questions or if you wish to discuss.

Sincerel	у,
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Cathleen

Cathleen H. Simpson

Human Resources Director Town of Fairfield Gultivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

From: Simpson, Cathleen

Sent: Thursday, June 15, 2023 4:33 PM

To: Tuttle, William; Fitzgerald, Jude; Saxl, Concetta; Kaczegowicz, Daniel; Quiles, Raymond

Cc: Courtemanche, Joanne; Schmitt, Jared; McCarthy, Denis; Dunn, Kyran; Eric Chester

Subject: RE: HR Review Town Issued Credit Cards

Hi Bill,

I have a history of that policy and MOU for cardholders which I can share with you. The MOU is akin to a acknowledgement of receipt of a policy. I will send that to you but I don't believe the recent notices issued in 2021 and 2023 were copied to union leadership.

If you have the time, could you give me a call to discuss at (203) 526-3332.

Thanks very much

Cathleen

From: Tuttle, William <WTuttle@fairfieldct.org>

Sent: Thursday, June 15, 2023 4:24 PM

To: Simpson, Cathleen <CSimpson@fairfieldct.org>; Fitzgerald, Jude <JFitzgerald@fairfieldct.org>; Saxl, Concetta

<CSaxl@fairfieldct.org>; Kaczegowicz, Daniel <DKaczegowicz@fairfieldct.org>; Quiles, Raymond

<RQuiles@fairfieldct.org>

Cc: Courtemanche, Joanne <JCourtemanche@fairfieldct.org>; Schmitt, Jared <JSchmitt@fairfieldct.org>; McCarthy,

Denis <DMcCarthy@fairfieldct.org>; Dunn, Kyran <KDunn@fairfieldct.org>; Eric Chester

<ericchester@fdclawoffice.com>

Subject: RE: HR Review Town Issued Credit Cards

Good afternoon,

These MOUs signed by card holders do you know if these were ever given to the union as we are the sole bargainer for the members of the Local? I know this is the first I have seen them and I have been the President during the time in question but maybe they were signed before then and agreed upon?

Thanks I look forward to your reply, Bill

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Thursday, June 15, 2023 10:53 AM

To: Tuttle, William < WTuttle@fairfieldct.org>; Fitzgerald, Jude < JFitzgerald@fairfieldct.org>; Saxl, Concetta

< CSaxl@fairfieldct.org>; Kaczegowicz, Daniel < DKaczegowicz@fairfieldct.org>; Quiles, Raymond

<RQuiles@fairfieldct.org>

Cc: Courtemanche, Joanne < JCourtemanche@fairfieldct.org; Schmitt, Jared < JSchmitt@fairfieldct.org; McCarthy,

Denis < DMcCarthy@fairfieldct.org>; Dunn, Kyran < KDunn@fairfieldct.org>; Eric Chester

<ericchester@fdclawoffice.com>

Subject: RE: HR Review Town Issued Credit Cards

Here is the policy as referenced below. Please be assured there is no presumption of wrong doing or violation of the policy by HR. Please understand that we are required to investigate the allegations. Because not all of the submissions clearly identify the reason for the purchase, we need the clarification to demonstrate the purchases related to Town business. Again we have since rectified the reporting requirement to ensure that the business purpose is part of the reconciliation submission. Also, we are aware that the reconciliation reports from 2018-2022 were approved and accepted.

Again, any questions or if you wish to discuss, please do not hesitate to contact me.

From: Simpson, Cathleen

Sent: Thursday, June 15, 2023 10:32 AM

To: Tuttle, William <WTuttle@fairfieldct.org>; Fitzgerald, Jude <JFitzgerald@fairfieldct.org>; Saxl, Concetta

<CSaxl@fairfieldct.org>; Kaczegowicz, Darriel < DKaczegowicz@fairfieldct.org>, Quiles, Raymond

<RQuiles@fairfieldct.org>

Cc: Courtemanche, Joanne <JCourtemanche@fairfieldct.org>; Schmitt, Jared <JSchmitt@fairfieldct.org>; McCarthy,

Denis < DMcCarthy@fairfieldct.org>; Dunn, Kyran < KDunn@fairfieldct.org>; Eric Chester

<ericchester@fdclawoffice.com>

Subject: RE: HR Review Town Issued Credit Cards

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Please call me if you have any questions or wish to discuss.

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Denis < DMcCarthy@fairfieldct.org >; Dunn, Kyran < KDunn@fairfieldct.org >; Eric Chester

<ericchester@fdclawoffice.com>

Subject: RE: HR Review Town Issued Credit Cards

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From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Wednesday, June 14, 2023 4:09 PM

To: Tuttle, William < WTuttle@fairfieldct.org >; Fitzgerald, Jude < JFitzgerald@fairfieldct.org >; Saxl, Concetta

< CSaxl@fairfieldct.org>; Kaczegowicz, Daniel < DKaczegowicz@fairfieldct.org>; Quiles, Raymond

<RQuiles@fairfieldct.org>

Cc: Courtemanche, Joanne < JCourtemanche@fairfieldct.org; Schmitt, Jared < JSchmitt@fairfieldct.org;

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Importance: High

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Sincerely,

Cathleen

Cathleen H. Gimpson
Human Resources Director
Town of Fairfield
Sultivan Independence Hall
725 Old Post Road
Fairfield. CT 06824
(475) 350-6002

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Tuesday, June 20, 2023 1:51 PM

To:

Quiles, Raymond; Craig Manemeit

Cc:

Kalamaras, Robert; Broderick, Keith

Subject:

Follow up

Thank-you Ray for taking the time to discuss the credit card investigation scope with me today. As discussed, in no way does HR expect employees to recall purchases that may have been made several years ago or all of the ones that may be listed. I understand completely that some make purchases regularly, daily for many items such as light bulbs, ice, hardware, etc upon directives from a commanding officer. These items are for business reasons and are made regularly. Accordingly, it is acceptable for members to respond with general statements such as "items listed were made for business reasons in the normal course of business and/or at the direction and approval of the commanding officer".

I understand from our conversation that none of these purchases were made for personal reasons and were for legitimate business reasons. I further acknowledge from our conversation the business necessity to allow credit card purchases to meet the critical operational needs of a 24/7 public safety operation.

I hope this helps to further clarify the scope of this inquiry. Again my apologies for the manner in how I approached it initially and hope this eases understandable concern for your members. I appreciate your assistance with this and your excellent leadership as Union President for your members.

Best,

Cathleen

Cathleon M. Simpson

Human Resources Director

Town of Fairfield

Sullivan Independence Hall

725 Old Post Road

Fairfield, CT06824

(475) 350-6002

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Tuesday, June 27, 2023 9:54 AM

To:

Hurley, William

Cc:

Ritchey, Peter; Courtemanche, Joanne; Schmitt, Jared; Saxl, Concetta

Subject: Attachments: RE: HR Review John Chizmadia Code of Conduct Policy.pdf

Hi Bill,

Because of the Code of Conduct policy (attached), HR must investigate allegations of misuse. The complainant in this case after a review of credit card statements resulting from a FOA request, pointed to this employee's purchase of over the counter cold and allergy medications, cough drops, etc. It was clearly was not an intent to defraud the public but it does violate the Senior Internal Auditor's policy. Now that it has come to light, we need to ensure the policies and protocols are strictly adhered to.

Over the counter medication for personal use to avoid sickness or be able to function at a job is not prohibited. It's something however that should not be subsidized by the Town for the reasons cited below. Please let this employee know that this is not to single him out or fail to appreciate his work ethic. We are going to reiterate the policy at the next Department Head meeting, including training from Finance, Purchasing and HR as apparently not all Department Heads and/or credit card holders were given sufficient notice and/or training. We also plan on having separate training sessions for employees who are credit card holders.

Thanks for the explanation and understanding.

Best,

Cathleen

From: Hurley, William <WHurley@fairfieldct.org>

Sent: Sunday, June 25, 2023 9:50 PM

To: Simpson, Cathleen <CSimpson@fairfieldct.org>

Cc: Ritchey, Peter < PRitchey@fairfieldct.org>; Courtemanche, Joanne < JCourtemanche@fairfieldct.org>; Schmitt, Jared

<JSchmitt@fairfieldct.org>

Subject: Re: HR Review John Chizmadia

Understood. A few of us used zicam and found it effective if used immediately. Since we have only one other person with credit card John C I will notify him of the rules and concerns. Thanks, we were just trying to reduce sick time since we have been real busy for a few years. Thanks again. Bill

On Jun 21, 2023, at 1:09 PM, Simpson, Cathleen < CSimpson@fairfieldct.org > wrote:

Sorry Bill. I forgot to add one other issue is the concern that if we are allowing this employee to buy allergy, cold, cough OTC medication for himself then other employees may request the same

entitlement creating a greater risk of liability as described below as it would involve more employees and it would become cost prohibitive.

Again, I know the intent was well meaning so this is not to criticize but to explain why it could be a problem going forward.

Best,

Cathleen

From: Simpson, Cathleen

Sent: Wednesday, June 21, 2023 12:50 PM **To:** Hurley, William < <u>WHurley@fairfieldct.org</u>>

Cc: Ritchey, Peter < PRitchey@fairfieldct.org>; Courtemanche, Joanne < JCourtemanche@fairfieldct.org>;

Schmitt, Jared < JSchmitt@fairfieldct.org > Subject: RE: HR Review John Chizmadia

Hi Bill,

Thank you for your prompt response! I appreciate you doing so and sorry to interrupt your vacation. I am hoping you are taking time to relax.

I completely understand the good intention, but there are issues with the OTC medication in terms of the Credit Card Holder policy and risk management.

Credit Card Holder Policy

WB Mason sells sun screen (including sunscreen towelettes) as well as first aid supplies including alcohol cleansing pads and OSHA compliant first aid kits so these items should not be purchased using a town issued credit card (see links below) for several reasons including avoiding CT sales tax and the use of the credit card is not intended to replace effective procurement practices. Notably, the Credit Card Holder Policy prohibits use for purchases that are personal in nature, including pharmaceuticals. I note there are purchases in addition to allergy/cold medication for cough medicine, cough drops and for a child's Zicam. The Town's first aid kit located at Sullivan Hall includes low dose aspirin and Tylenol but not Zicam or other allergy/cold remedies. Over the counter (OTC) medications are not required by OSHA.

Risk Management

We only are required to provide items in first aid kits required by OSHA. Occupational Health and Safety Administration regulations don't prohibit OTC medications, and while American National Standard Institute minimum requirements for workplace first-aid kits and supplies don't include OTC medications, analgesics are included in a list of optional items. Despite this, the Town must think twice before supplying OTC medications. Good intentions may unintentionally expose the Town to potential liability.

Regardless of the fact that OTC medication is readily available on the retail market, it's still powerful medication and can have unintended side effects. Because everyone's physiology is different, some may be allergic to certain OTC medications, some may suffer a degree of lethargy despite the absence of ingredients that commonly cause drowsiness and some may get

sicker after taking OTC medications than they were before. It's possible that supplying OTC medications can lead to workplace accidents or make it unwise for an employee to drive home the end of the day.

Because this employee purchases Zicam on a regular basis with the Town issued credit card. I looked up the potential side effects. Zicam sinus relief has the following side effects:

- 1. severe burning or stinging in the nose after using the nasal spray;
- 2. chest pain, fast or uneven heart rate; or
- 3. severe headache, buzzing in the ears, anxiety, confusion, or feeling short of breath.

Signs of a Zicam Cold Remedy allergy include:

- 1. Hives
- 2. Shortness of breath
- 3. Swelling of the throat, lips, or face
- 4. Wheezing
- 5. Runny nose
- 6. Itchy, watery eyes

Anaphylaxis is a rare but life-threatening allergic reaction. Signs of anaphylaxis include:

- 1. Closing of the airways and throat
- 2. Nausea
- 3. Abdominal pain
- 4. Vomiting
- 5. Diarrhea
- 6. Dizziness or lightheadedness
- 7. Weak or rapid heart rate
- 8. Low blood pressure
- 9. Seizures
- 10. Passing out

It's also important to consider potential legal liability. First, supplying any type of OTC medication may seem to an employee as if you're expecting the employee to take medication to keep the employee working or to prevent the employee from leaving work because the employee is in pain or feeling ill. It's possible this could at some point become the basis of a liability. Another thing to consider is the Town could face potential legal actions if an employee gets sicker or has a reaction after taking OTC medication supplied by your Department.

Going Forward

I would recommend issuing notice to your credit card holders that purchasing first aid items and sun-screen are not permitted under the Card Holder Policy. Such purchases should be made through WB Mason or they can take what they need from the Town first aid kit located in Sullivan Hall. Purchases of OTC pharmaceuticals other than what it provided by the Town's first aid kit are not authorized as they are considered personal in nature. Staff should also be advised that no one should be taking any substance, including OTC medication, that makes them unfit for duty, such as causing drowsiness.

I hope this explanation helps and thank you again for your prompt response, particularly as being away from the office.

From: Hurley, William < WHurley@fairfieldct.org>

Sent: Wednesday, June 21, 2023 8:50 AM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Subject: Re: HR Review John Chizmadia

Although on the surface these could be considered marginal or for personal use they are not. Many items are related to field work, alcohol squares are for tick bites, suntan lotion, poisonous ivy lotion etc. some pharmaceuticals are for entire office that aren't covered by Town wide first aid kit. snow shovel was approved by me, as crew shoveled out 4 Town cars. In almost all cases john notified me before or immediately after such purchases. Thanks Bill

On Jun 20, 2023, at 1:39 PM, Simpson, Cathleen < CSimpson@fairfieldct.org > wrote:

Hi Bill,

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018–2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase due to lack of training and/or sufficient notice, we are seeking that information from those prior submissions that may be unclear. We recognize that the Finance Department approved these purchases. Accordingly, there is no presumption that of misconduct; however, we are seeking more detail from Town credit card holders for our report and to ensure proper purchases were made.

As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason. As the one who prepares the reconciliation reports for this department, could you kindly identify the business purpose for the items listed below. I have attached back up as well to assist you with this request. If these purchases were personal, then we will follow up with this employee and his union representative.

- 1. 12/14/20 ZCM Cold remedy \$12.79 CVS
- 2. 6/17/21 Walgreens \$14.99 cold remedy \$14.99
- 3. 12/14/20 \$40.78 Staples
- 4. 12/21/20 combination snow shovel Home Depot \$12.98
- 5. 7/11/22 BJ's receipt \$32.96-nothing is itemized
- 6. 6/28/22Walgreens: Alcohol squares, Tylenol, Ricola, FSA, Coppertone \$31.41

You are not required to provide detailed responses. For instance responses such as "meeting", "training", "office supplies", "subscription related to Town business" suffice.

This employee seems to have a pattern of charging pharmaceutical items such as allergy/cold medication, cough drops and Coppertone.

Please do not hesitate if you have any questions or need further clarification. Thank you for your assistance with this matter. I note you are out of the office until 6/23 so we can follow up upon your return.

Cathleen H. Gimpson Human Resources Director Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

back up Engineering.pdf>



TOWN OF FAIRFIELD STANDARDS OF CONDUCT MUNICIPAL FRAUD POLICIES AND PROCEDURES

Public service is a public trust, and the proper operation of the Town of Fairfield requires that all Town officials and employees, whether elected or appointed, paid or unpaid, be impartial and responsible to the public. Public office and employment must not be used for unfair personal or financial advantage. The public needs and deserves to have confidence in the integrity of the municipal government of our Town.

Officers and employees of the Town of Fairfield must refrain from personal, business, and financial activities that adversely affect the individual's fidelity and impartiality, having regards for the nature and scope of their official responsibilities

STANDARDS OF CONDUCT

The Town of Fairfield official STANDARDS OF CONDUCT is described in detail in the TOWN CHARTER -ARTICLE XI, sections 11.1 thru 11.5 (copy attached).

MUNICIPAL FRAUD POLICIES AND PROCEDURES

The Town of Fairfield is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the Town of Fairfield to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the Town and, when appropriate, pursue legal remedies available under the law.

This Municipal Fraud Policy was created to:

- Establish policies and procedures for clarifying acts that are considered to be fraudulent, describing steps to be taken when fraud or other related dishonest activities are suspected.
- Providing procedures to follow in accounting for missing funds, restitution and recoveries.
- To strengthen the public's confidence in the integrity of Town employees by establishing a formal process for reporting, investigating, and resolving cases of fraud and abuse.
- To raise awareness of Town officials/employees to the integrity-related issues by initiating integrity-related programs and policies throughout Town Department's.

 To provide guidance and assistance to Town Department Heads concerning recommendations for specific integrity related issues that emphasize prevention, detection and correction of fraud, corruption and abuse within their departments.

Definition of terms:

FRAUD is understood to mean a dishonest and deliberate course of action which results in the obtaining of money, property or an advantage to which the recipient would not normally be entitled to. This may include:

- · Theft, misuse, or diversion of money, equipment and/or materials
 - Claim for reimbursement of expenses that are not job-related or authorized by the current bargaining agreement.
 - Forgery or unauthorized alterations of documents (checks, purchase orders/requisitions, time sheets, independent contractor agreements, budgets, etc.
 - Misappropriation of Town assets (funds, securities, supplies, furniture, equipment, etc.).
 - o Improprieties in the handling or reporting of money transactions.
 - Authorizing or receiving payments for goods not received or services not performed.
 - Computer related activities involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of Town-owned software.
- Worker's Compensation Fraud
- Misrepresentation of information on documents
- Intentional failure to report damage
- Intentional failure to provide product or services that are part of your job
- Intentional misrepresentation of the Towns or governmental policies
- Payroll falsification (theft of time)
- Any apparent violation of Federal, State, or Local laws related to dishonest activities or fraud

ABUSE entails the exploitation of "loopholes: to the limits of the law, primarily for personal advantage.

EMPLOYEE- in this context, employee refers to any individual or group of individuals who receive compensation, either full or part time, from the Town of Fairfield. The term also includes any volunteer who provides services to the Town through an arrangement with the Town or a Town organization.

MANAGEMENT- In this context, management refers to any administrator, manager, direct, supervisor, or other individual who manages or supervises funds or other resources, including human resources.

POLICE CHIEF AND DIRECTOR OF HUMAN RESOURCES – in this context, Police Chief and Director of Human Resources refers to the persons who shall investigate credible claims of fraud.

EXTERNAL AUDITOR – in this context, External Auditor refers to independent audit professionals who perform annual audits of the Town's financial statements.

GENERAL POLICY

- A. It is the Towns intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, and length of service or relationship with the Town of any party who might be or become involved in or becomes the subject of such investigation.
- B. Each department of the Town is responsible for instituting and maintaining a system of internal controls to provide reasonable assurance for the prevention and detection of fraud, misappropriations, and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.
- C. The Director of Human Resources, in conjunction with the Town Attorney, the First Selectman, the Chief of Police and, if needed, the Chief Fiscal Officer, have the primary responsibility for the investigation of all activity as defined in this policy.
- D. Throughout the investigation, the Director of Human Resources will inform the Town Chief Fiscal Officer of pertinent investigative findings in relation to financial fraud or misconduct
- E. Employees will be granted whistle-blower protection when acting in accordance with this policy, When informed of a suspected impropriety, neither the Town nor any person acting on behalf of the Town shall:
 - a. Dismiss or threaten to dismiss the employee
 - **b.** Discipline, suspend, or threaten to discipline or suspend the employee
 - c. Impose any penalty upon the employee
 - d. Intimidate or coerce the employee

Violations of the whistle-blower protection will result in discipline up to and including dismissal.

- F. Upon conclusion of the investigation, the results will be reported to the First Selectman and the Board of Selectman.
- G. The Director of Human Resources, following review of investigation results, shall take the appropriate action regarding employee misconduct. Disciplinary action can include termination, and referral of the case to the State's Attorney for possible prosecution.
- H. The Town will pursue every reasonable effort, including court ordered restitution, to obtain recovery of Town losses from the offender, or other appropriate sources.

PROCEDURES

A. First Selectmen Responsibilities

- a. If the First Selectman has reason to suspect a fraud has occurred, he/she shall immediately contact the Town Attorney, Chief of Police, Director of Human Resources or the Town Chief Fiscal Officer.
- **b.** The alleged fraud or audit investigation shall not be discussed with the media by any person other than the First Selectman, Police Chief or his designee, the Town Attorney or Director of Human Resources.

B. Management Responsibilities

- a. Management is responsible for being alert to, and reporting fraudulent or related dishonest activities in the area of responsibility.
- **b.** Each manager should be familiar with the types of improprieties that might occur in his/her area and be alert for any indication that improper activity, misappropriation, or dishonest activity is or was in existence in his/her area.
- c. When an improper activity is detected or suspected, management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.
- d. If management determines a suspected activity many involve fraud or related dishonest activity, they should contact their immediate supervisor (or contact the Town Attorney, First Selectman or Director of human Resources if supervisor is involved).
- e. Department Heads should inform the First Selectman immediately upon learning of a credible allegation of fraud (or contact the Town Attorney, Chief of Police or Director of Human Resources if the First Selectman is implicated).
- f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrence of improper actions.
- g. Management should support the Town's responsibilities and cooperate fully with the Director of Human Resources, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of criminal acts, including the prosecution of offenders.
- h. Management must give full and unrestricted access to all necessary records and personnel. All Town furniture and contents, including desks and computer, are open to inspection at any time. There is no assumption of privacy.
- In dealing with suspected dishonest or fraudulent activities, great care must be taken. Therefore, management should not:
 - 1. Make unfounded accusations

- ii. Alert suspected individuals that an investigation is underway
- iii. Treat employees unfairly
- iv. Make statements that could lead to claims of false accusations or other offenses
- j. In handling dishonest or fraudulent activities, management has the responsibility to:
 - i. Make no contact (unless requested) with the suspected individual to determine facts or demand restitution. Under no circumstances should there be any reference to "what you did", "the crime", "the fraud", "the misappropriation", etc.
 - il. Avoid discussing the case, facts, suspicions, or allegations with anyone outside the Town, unless specifically directed to do so by the Town Attorney.
 - 111. Avoid discussing the case with anyone inside the Town other than employees who have a need to know such as the First Selectman, Town Chief Fiscal Officer, Director of Human Resources, Town Attorney or law enforcement personnel.
 - iv. Direct all inquiries from the suspected individual, or his/her representative, to the Town Attorney. All inquiries by any attorney of the suspected individual should be direct to the Town Attorney. The alleged fraud or audit investigation shall not be discussed with the media by any person other than the First Selectman, Police Chief or his designee, the Town Attorney and the Director of Human Resources.
 - v. Take appropriate corrective and disciplinary action, up to and including dismissal, after consulting with the Director of Human Resources and the Town Attorney, in conformance with the Town' Personnel Policies and Procedures or the appropriate bargaining document.

C. Employee Responsibilities

- a. A suspected fraudulent incident or practice observed by, or made known to, an employee must be reported to the employee's supervisor for reporting to the proper management official.
- b. When the employed believes the supervisor may be involved in the inappropriate activity, the employee shall make the report directly to the next higher level of management or contact the Town Attorney, the Town Chief Fiscal Officer or Director of Human Resources.
- c. The reporting employees shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the Director of Human Resources or law enforcement personnel.

D. Director of Human Resources responsibilities

- a. Upon request of any town employee, the Director of Human Resources will promptly investigate allegations of fraud and notify either the Town Attorney or Police Chief, and in case of financial fraud, the Chief Fiscal Officer.
- **b.** In all circumstance where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Director, in consultation with the Town Attorney, shall contact the Town of Fairfield Police Department.
- c. The Director shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.
- d. If evidence is uncovered showing possible dishonest or fraudulent activities, the Director of Human Resources will proceed as follows:
 - i. Discuss the finding with the appropriate management/supervisor and the Department Head.
 - ii. Advise management, if the case involves staff members, to meet with the Directors of Human Resources (or his/her designated representative) to determine if disciplinary actions should be taken. Any disciplinary action taken will be in accordance with the Town Personnel Rules and any applicable Memorandums of Understanding.
 - iii. Report to the External Auditor such activities in order to assess the effect if the illegal activity on the Town's financial statements.
 - iv. Coordinate with the Town's Risk Management insurer regarding notification to insurers and filing of insurance claims.
 - v. Tale immediate action, in consultation with the Town Attorney and Chief Fiscal Officer, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but not limited to:
 - 1. Removing the record and placing them in a secure location, or limiting access to the location where the records currently exist.
 - 2. Preventing the individual suspected of committing the fraud from having access to the records.
- e. In consultation with the Town Attorney and the Town of Fairfield Police Department, the Director may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.
- f. If the Director is contacted by the media regarding an alleged fraud or audit investigation, the Director will consult with the First Selectman and the Town Attorney, as appropriate, before responding to a media request for information or interview.
- g. At the conclusion of the investigation, the Director will document the results in a confidential memorandum report to the First Selectman, the Town Attorney, and in cases of financial fraud to the Chief Fiscal Officer. If the report concludes that the allegations

are founded, the report will be forwarded to the Town of Fairfield Police Department.

- h. Unless exceptional circumstances exist, a person under investigation for fraud shall be given notice in writing of essential particulars of the allegations following the conclusion of the audit. Where notice is given, the person against whom the allegations are being made may submit a written explanation to the Director of Human Resources no later than seven (7) calendar days after notice is sent.
- The Director of Human Resources will be required to make recommendations to the appropriate department for assistant in the prevention of further similar occurrences.
- J. Upon completion of the investigation, including all legal and personnel actions, all records, document, and other evidentiary material, obtained from the department under investigation will be returned by the Director to that department.

EXCEPTIONS

There are no exceptions to this policy unless provided and approved by the First Selectman and the Town Attorney.

Brenda Kupchick, First Selectman

November 25, 2019

Simpson, Cathleen

From:

Miller, Paul

Sent:

Wednesday, June 14, 2023 5:29 PM

To:

Simpson, Cathleen

Subject:

RE: HR Review

Hi Cathleen, Galls is an on line uniform supply shop. We frequently purchase starter uniform items for new Animal Control Officers in this case green pants and a tan shirt, and then have patches and a badge sewn on the shirt. The wait time for uniform delivery from our regular uniform supplier New England Uniform is at least 6 months. So this is to give the new employee at least something to wear until the regular order is filled by New England.

The Rite Aide surge protector is just that. At that time Craig Kimball after doing work at the shelter and strongly advised that a new surge protector for a shelter computer was needed. Closest store to the shelter was Rite Aide. I think because I used my own Rite Aide card to try and get a sale price that kids cents .17 (some type of unwanted donation) was anchored to my purchases using my card. I know in the past I discontinued the kids cents because I did not know it was anchored to my Rite Aide discount card for every purchase.

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Wednesday, June 14, 2023 4:54 PM **To:** Miller, Paul <PMiller@fairfieldct.org>

Cc: Saxl, Concetta < CSaxl@fairfieldct.org>; Kalamaras, Robert < RKalamaras@fairfieldct.org>

Subject: RE: HR Review

I sent this too quickly. See the attached back up and the deadline if June 19th, close of business. Sorry for any confusion.

From: Simpson, Cathleen

Sent: Wednesday, June 14, 2023 4:46 PM **To:** Miller, Paul < <u>PMiller@fairfieldct.org</u>>

Cc: Saxl, Concetta < CSaxl@fairfieldct.org>; Kalamaras, Robert < RKalamaras@fairfieldct.org>

Subject: HR Review

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card users records for the years 2018-2022. For each of the charges listed below, could you kindly identify how the purchase relates to town business and the nature of the town business.

- 7/9/22 Galls' women's pant and short sleeve \$168.02
- 6/26/22 Rite Aide surge protector Kidcents contribution \$21.00

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representatives so they are aware and may assist you if you so choose with responding to this request.

Cathleen H. Simpson Human Resources Divector Town of Fairfield Gullivan Independence Stall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Wednesday, June 14, 2023 4:54 PM

To:

Miller, Paul

Cc:

Saxl, Concetta; Kalamaras, Robert

Subject:

RE: HR Review

Attachments:

Paul Miller Back Up.pdf

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Cathleen II. Simpson Human Resources Director Town of Fairfield Gullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPT. OR NAME:	FAIRFIELD ANIMAL CONTROL		
DATE:	13-Jul-22		

ACCOUNT	AMOUNT
01004050-56120	\$168.02
Galls	
01004050-54370	\$40.49
Hemlock Hardware	
01004050-54370	\$20.98
Hemlock Hardware	
01004050-56140	\$21.00
Rite Aid	
01004050-56140	\$83.31
Stop & Shop	
	3
To the second	

TOTAL

\$333.80

APPROVED FOR PAYMENT BY: 1.

AMEX CORP PURCHASING CARDMEMBER REPORT ATTACHED DATE OF AMEX REPORT:



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For PAUL MILLER TOWN OF FAIRFIELD

Account Number XXXX-XXXXX4-82002

Closing Date 07/13/22

Page 1 of 2

Previous Balance \$ New Charges \$ Other Debits \$ Payments \$ Other Credits \$ Due \$ Do Not Pay

325.56 333.80 0.00 325.56 0.00 333.80 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

	mber XXXX-XXXXX4-82002		Reference Code	Amount \$
06/23/22	CORPORATE REMITTANCE RECEIVED	06/23		-325.56
07/09/22	GALLS LEXINGTON REF# 18849664476 859-266-7227 WOMENSSTRYKE PANT WOMENSDEPUTY DELUXE SS SH ROC NUMBER 188496644763 TAX	KY 07/08/22	18849664476	168.02
07/09/22	ROC NUMBER 188496644763 TAX HEMLOCK HARDWARE 000 FAIRFIELD	\$10.04 CT		40.40
01/00/22	REF# 1079981611 2032551771	07/08/22	10799816110	40.49
07/10/22	HEMLOCK HARDWARE 000 FAIRFIELD REF# 1093930790 2032551771	CT 07/09/22	10939307900	20.98
06/27/22	RITE AID 10386 1038 FAIRFIELD REF# 00000535914 717-975-5881 PRESCRIPTIONS/SUNDR ROC NUMBER 000005359141	CT 06/26/22	00000535914	21.00
07/10/22	STOP & SHOP #650 FAIRFIELD REF# 841936 GROCERY STORE	CT 07/10/22	84193600000	83.31
	ROC NUMBER 841936 TAX	\$4.97		

Do not staple or use paper clips **Payment Coupon**

Account Number Enter 15 digit account 3787-356804-82002 number on all payments.

PAUL MILLER TOWN OF FAIRFIELD 725 OLD POST RD. FAIRFIELD

CT 06824

See reverse side for instructions on how to update your address, phone number, or email.

Payments: The American Express® Corporate Purchasing Card statement is payable in full by your Company upon receipt. Payments received after 5:00 pm may not be credited until the next day. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. The Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert remittance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any representments, by transmitting the amount of the check, routing number, account number, and check serial number to the financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, Company authorizes us to initiate an electronic debit from its bank or asset account. When we process a check electronically, payment may be debited to the bank or asset account as soon as the same day we receive the check, and that cancelled check will not be received with that bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Purchasing Card, please note that you are eligible to pay your bill online.

Authorizations for Electronic Payments: By using Pay by Computer, Pay by Phone or any other electronic payment service of ours, you will be authorizing us to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 5:00 pm may not be credited until the next day.

Transactions Made in Foreign Currencies: If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently the conversion rate that we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, in each instance increased by 2.5%. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

In Case of Errors or Questions About Your Bill: If you think your bill is incorrect, or if you need more information about a transaction on your bill, please call 1-800-492-4920 or the number on the back of your Card. You can also write us on a separate sheet of paper at the Customer Service address noted to the right. If you have a dispute concerning goods and services purchased with the Corporate Purchasing Card, you should contact the merchant directly. If you are unable to obtain resolution, please contact us at 1-800-492-4920.

When Contacting Us Regarding Errors or Questions: We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. When contacting us, please give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about.

Note: Your corporation, firm or organization may have its own policy or customized program, which takes precedence over any provision stated above.



Manage your Card account online at: www.americanexpress.com /checkyourbill



For all further inquiries, please call the number on the back of your Card.

If your Card has been lost or stolen, please call 1-800-492-4920.

International Collect: 1-336-393-1111.

Hearing Impaired Services: Dial Relay 711 and 1-800-492-4920.

Large Print and Braille Statements: 1-800-492-4920.



Customer Service P.O. Box 53611 Phoenix, AZ 85072-3611

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.

Wikman, Sandra

From:

Miller, Paul

Sent:

Thursday, July 7, 2022 1:22 PM

To:

Wikman, Sandra

Subject:

Fwd: Galls Order Confirmation

Sent from my iPhone

Begin forwarded message:

From: Galls <donotreply@galls.com>
Date: July 7, 2022 at 12:26:10 PM EDT
To: "Miller, Paul" <PMiller@fairfieldct.org>

Subject: Galls Order Confirmation



CATEGORIES

BRANDS

CLOTHING

FOOTWEAR

EQUIPMENT

CLEARANCE

Hi PAUL MILLER,

ORDER INFORMATION

Thank you for shopping at Galls. This is a summary of your order.

We are currently experiencing COVID-related shipping delays up to 7 days out of our Lexington Distribution Center. We're making investments in additional staff and working with FedEx to get back to normal lead times.

Order Number: 21142615 **Order Date:** 07/07/2022

Payments:

Credit Card #: *********2002

Ship To:

PAUL MILLER 211 RICHARD WHITE WAY FAIRFIELD, CT 06824

Customer PO#: Paul Miller

Order Status

You can check your order status anytime by signing in to your Galls account or by clicking <u>here</u>. If you have any questions or concerns, <u>email us</u> or call us toll-free at 866.673.7643.

Order Summary

Item No.	Description	Ordered	Item Price	Total Price
TR980 TDGN 08 REG	5.11 Tactical Women's Stryke Pants COLOR: TDU GREEN SIZE: 08 LENGTH: Regular = 31.5 Estimated ship date 07/08/2022 Fulfillment Location: LEX - Galls Lexington - Corporate	1	82,00	82.00
ZF882 STN MD	Horace Small Deputy Deluxe Women's Short Sleeve Shirt COLOR: SILVER TAN SIZE: Medium Estimated ship date 07/08/2022 Fulfillment Location: LEX - Galls Lexington - Corporate	1	70.99	70.99

 Sales Tax:
 10.04

 Order Total:
 168.02

Merchandise Total:

Standard Shipping:

152.99

4.99

Your order may ship in various intervals. If an item is on backorder your credit card is not charged until the item ships. Your credit card statement will show this purchase from GALLS. If items have shipped from our suppliers, we may not be able to process cancelation requests.

Order Status

You can check your order status anytime by signing in to your Galls account or by clicking <u>here</u>. If you have any questions or concerns, <u>email us</u> or call us toll-free at 866.673.7643.

Recommendations Just for You

Below are some popular products for you based on your past selections. If you need help completing another purchase, let us know. Call, <u>click</u> or <u>visit us</u>.



Salomon Quest 4D GTX Forces 2 Waterproof Tactical



Uncle Mike's Standard Nylon Belt Clip Key Ring Holder



BigEasy GLO Easy Wedge Kit



Danner Tachyon 8" GTX Boot



Store #10386 1619 POST ROAD FAIRFIELD, CT 06824 (203) 259-2353

Register #4 Transaction #966162 Cashi er #103863576 6/26/22 3:24PM

Rite Aid Rewards Member Account#: 95XXXXXX8251 1 SURGE PROTECTOR 800J 19 1 KIDCENTS CONTRIBUTION 19.59 T .17

2 Items

Subtotal

\$19.59 \$1.24

Tax KidCents

\$.17

AMEX SALE Total

\$21.00

AMEX card * #XXXXXXXXXXXXXXXXX2002 App #AA APPROVAL AUTO Ref # 825272 Entry Method: Chip

Application Label: AMERICAN EXPRESS

AID: A000000025010801 TVR: 0800008000

TSI: E800

AC: 7A08083BE3D83BC6 ARC: 00

Tendered \$21.00 Cash Change \$.00

BonusCash Balancex: Rewards Points Total:

\$0.00

Welcome to Rite Aid Rewards!

Members, login or create your digital account at RiteAid.com/rewards to convert your points into Bonus Cash. Not a Member? Sign up and create your digital account at RiteAid.com/rewards and start earning points!

Rite Aid Rewards Status:

Active

THANK YOU FOR SHOPPING AT Rite Aid You were served by SHANA today.



TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPT. OR NAME:	FAIRFIELD ANIMAL CONTROL	
DATE:	13-Jan-19	9

ACCOUNT	AMOUNT
01004050-56140	\$130.00
Abellos Deli	
01004050-56140	\$149.99
Bass Pro Shops	
01004050-54370	\$38.26
Hemlock Hardware	
01004050-56140	\$64.55
Stop & Shop	φ04.00
	OK.
\sigma_"	

TOTAL

\$382.80

APPROVED FOR PAYMENT BY: Q Kalan #104

AMEX CORP PURCHASING CARDMEMBER REPORT ATTACHED DATE OF AMEX REPORT:



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/checkyourbill

Prepared For PAUL MILLER TOWN OF FAIRFIELD

Account Number XXXX-XXXXX4-82002

Closing Date 01/13/19

Page 1 of 3

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Balance Due \$ Do Not Pay
0.00	382.80	0.00	0.00	0.00	382.80 For important information regarding your account
			120		refer to page 2.

See Page 3 for an important change to the Late Fee assessment.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbill or call Customer Service at 1-800-492-4920.

Card Nu	ımber XXXX-XXXXX4-82002		Reference Code	Amount \$
12/19/18	ABELLOS DELI 6500000 FAIRFIELD REF# 10156320181 2032929687	CT 12/19/18	10156320181	130.00
12/28/18	BASS PRO STORE BRIDG BRIDGEPORT REF# 38597126 203-362-4200 SPORTING GOODS/APPA ROC NUMBER 38597126	CT 12/27/18	38597126000	149.99
01/03/19	HEMLOCK HARDWARE 000 FAIRFIELD REF# 2065794383 2032551771	CT 01/02/19	20657943830	38.26
12/18/18	STOP & SHOP #650 FAIRFIELD REF# 862235 GROCERY STORE	CT 12/18/18	86223500000	64.55
Total for	PAUL MILLER		New Charges/Other Debits Payments/Other Credits	382.80 0.00

Do not staple or use paper clips Payment Coupon

Account Number Enter 15 digit account number on all payments.

PAUL MILLER TOWN OF FAIRFIELD 725 OLD POST RD. FAIRFIELD

CT 06824

Check here if address, telephone number, or e-mail address has changed. Note changes on reverse side.

Closing Date

01/13/19

Prepared For PAUL MILLER TOWN OF FAIRFIELD

Notice of Important Changes to Your Account Terms

We are making changes summarized below to your account terms, which are contained in the American Express Card Member Agreement ("Agreement") governing your Account referenced in this notice. We encourage you to read this notice, share it and file it for future reference. If you have any questions about this change, please call the number on the back of your Card.

	Summary of Changes
Late Fee	Starting with billing periods beginning January 1, 2019, if you do not pay the required payment by the Next Closing Date, we will charge a late fee.
	Previously, you had to make the required payment within 15 days after the Next Closing Date to avoid the late fee.

Detail of Changes to Your Card Member Agreement

This notice amends the Card Member Agreement (the "Agreement") as described below effective February 1, 2019. We have the right to amend as described in the Agreement. Any terms in the Agreement conflicting with this change are replaced fully and completely. Terms not changed by this notice remain in full force and effect.

The current clause of the Agreement regarding Late Fees is replaced in its entirety with the following clause:

"Late Fees. We will provide a billing statement to you at the end of each statement billing period (intervals of approximately one month). Each billing statement will identify a "Closing Date" which is the cutoff date we determine for including Charges and payments for that statement billing period. "Next Closing Date" with respect to any billing statement means the Closing Date of the billing statement that immediately follows such billing statement. If Charges on a billing statement remain unpaid, we may assess a late fee. The amount of the late fee depends on the length of time your account has remained unpaid and the billing address that we have on file for you. Late fees will accrue as follows, unless prohibited by applicable state law: (a) if there are any amounts totaling more than \$50.00, in the aggregate, that were incurred during a statement billing period and that have not been paid and credited to your account by the Next Closing Date, a late fee of \$39.00 may be charged; (b) if there are any amounts totaling more than \$50.00, in the aggregate, that were incurred during a statement billing period and that have not been paid and credited to your account by the following Next Closing Date, a late fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to the account by successive Next Closing Dates, Amex may assess a fee equal to the greater of \$39.00 or 2.99% of all amounts not credited for at least one statement billing period. For purposes of calculating late fees, we will disregard amounts owed for any annual Corporate Card fee. Late fees will not exceed the maximum allowed by law."

This change will not apply to accounts: (1) if the late fee is not permitted by law or (2) if your company has a specific agreement with American Express that is contrary to the change. Except for the change noted above, all terms and conditions of your Agreement remain in effect.



1160 KINGS HWY CUTOFF FAIRFIELD, CT 06824

Store Telephone: (203) 254-8478 Pharmacy Telephone: (203) 254-8538 Store #650 12/18/18 01:10pm

12.99 F

5.99 F

15.99 F

2.50 F

1.80-F

8.99

7.00-F

START SCAN IT ORDER BAKE SHOP

CKI ASST HLDY

CHEESE SHOP

HRML PARTY TRAY
BONUS BUY SAVINGS

PRICE YOU PAY

DAIRY 1 @ 2/5.00

GROCERY FR RIN SWT&TS24Z

RINALDI SPAG SC 1.69 F
FR RIN SWISISZ4Z 1.69 F
FR RIN SWISISZ4Z 1.69 F
CHNT CRYSTAL PL 2.99 I
BONUS BUY SAVINGS 0.49-T

PRICE YOU PAY 2,50
CHNT CRYSTAL PL 2,99 T
BONUS BUY SAVINGS
PRICE YOU PAY 2,50

SB MINI MALLOWS 0.99 F

CP ANGUS MTBALL 7.79 F
BONUS BUY SAVINGS 1.80-F
PRICE YOU PAY 5.99
CP ANGUS MTBALL 7.79 F

PRICE YOU PAY

CP ANGUS MIBALL

PROMISS BUY SAVINGS

1.80-F

5-99

PRICE YOU PAY 5.99

SWEET POTATOES 4.73 F

Total After Savines 64.23
TAX 0.32
***** BALANCE 64.55

CHIP Purchase Card: ************2002 Payment Amt: \$64.55 BALANCE: \$

ATTI. ANNONNOSENTARAT



203-362-4200 All Firearm, Ammo, Gun Powder and Fishing Line Sales Are Final.

SALE TRANSACTION

\$149.99

M-50 Camera

PAYMENT CARD PURCHASE TRANSACTION CUSTOMER COPY

OMEX	****	****2002
Type Chip Read	Auth Code:	845309
TC: 9739E87A83E4E5E2	ARC:	00
HID: A000000025010801	PAN Seq:	
TVR= 0000008000	TSI:	E800
TAD 0648010360A002		
MID ******58880	TID:	6427
TOTAL PURCHASE		\$149.99

HOLIDAY PARTY

ANIMAL CONTROL

WEDNESDAY, DECEMBER 19, 2018

DELI PLATTER FOR 12 PEOPLE	
2# POTATO SALAD	
2# MACARONI SALAD	
2# PASTA SALAD	
1 MEDIUM CHICKEN SALAD	
ASSORTED ROLLS AND BREADS	

TOTAL: \$130.00

ABELLO'S DELI and CATERING

740 FAIRFIELD BEACH ROAD

FAIRFIELD, CT. 06824

THANK YOU!!!

ABELLOS DELI 740 FAIRFIELD BEACH RD FAIRFIELD CT 06824 203-292-9687

Terminal ID: *****919	***
12/19/18	1:45 PI
SERVER #:	
AMERICAN EXPRESS - INSER AID: A000000025010801 ACCT #: - **********************************	Т
	# 3 560
AMOUNT	\$130.00
TIP \$	
TOTAL	

APPROVED

ARQC - 3D94373381D84EB9

CUSTOMER COPY

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Monday, June 19, 2023 11:52 AM

To: Subject: Miller, Paul RE: HR Review

Good Morning,

Thank you again for your quick response.

I want to apologize for failing to give you and your union representative more notice as well as further explanation as to why HR is conducting this administrative investigation. I could have done better in hindsight and although I hope to never have to be in a similar situation going forward, I have learned from this as to how to be more sensitive to employees when having to issue such notice.

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase, we are seeking that information from those that it may be unclear. We recognize that Department Heads signed off on your reconciliation report and the Finance processed them. Accordingly, there is no presumption that you engaged in any misconduct. As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason.

Please be assured neither you nor your Department is being singled out. This is a global review of all Town credit card holders based on the resident complaint.

We have partnered with Finance and Purchasing to revise the credit card policy to include better reporting forms to ensure the business purpose is clear. We are also in the process of scheduling training and discussion on purchasing and protocol as we are aware employees have not received such training and in some cases, insufficient notice. My understanding is your Department has been utilizing the updated reconciliation forms which is very helpful.

I hope this helps to clarify this for you and again, my apologies for not doing better with advance and proper notice. I hope I did not cause any undue stress or worry.

Best,

Cathleen

From: Simpson, Cathleen

Sent: Wednesday, June 14, 2023 5:30 PM **To:** Miller, Paul <PMiller@fairfieldct.org>

Subject: RE: HR Review

Thank you very much for your prompt response. This is very helpful.

From: Miller, Paul < PMiller@fairfieldct.org Sent: Wednesday, June 14, 2023 5:29 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Subject: RE: HR Review

Hi Cathleen, Galls is an on line uniform supply shop. We frequently purchase starter uniform items for new Animal Control Officers in this case green pants and a tan shirt, and then have patches and a badge sewn on the shirt. The wait time for uniform delivery from our regular uniform supplier New England Uniform is at least 6 months. So this is to give the new employee at least something to wear until the regular order is filled by New England.

The Rite Aide surge protector is just that. At that time Craig Kimball after doing work at the shelter and strongly advised that a new surge protector for a shelter computer was needed. Closest store to the shelter was Rite Aide. I think because I used my own Rite Aide card to try and get a sale price that kids cents .17 (some type of unwanted donation) was anchored to my purchases using my card. I know in the past I discontinued the kids cents because I did not know it was anchored to my Rite Aide discount card for every purchase.

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Wednesday, June 14, 2023 4:54 PM To: Miller, Paul < PMiller@fairfieldct.org>

Cc: Saxl, Concetta <CSaxl@fairfieldct.org>; Kalamaras, Robert <RKalamaras@fairfieldct.org>

Subject: RE: HR Review

I sent this too quickly. See the attached back up and the deadline if June 19th, close of business. Sorry for any confusion.

From: Simpson, Cathleen

Sent: Wednesday, June 14, 2023 4:46 PM **To:** Miller, Paul < PMiller@fairfieldct.org>

Cc: Saxl, Concetta < CSaxl@fairfieldct.org>; Kalamaras, Robert < RKalamaras@fairfieldct.org>

Subject: HR Review

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card users records for the years 2018-2022. For each of the charges listed below, could you kindly identify how the purchase relates to town business and the nature of the town business.

- 7/9/22 Galls' women's pant and short sleeve \$168.02
- 6/26/22 Rite Aide surge protector Kidcents contribution \$21.00

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representatives so they are aware and may assist you if you so choose with responding to this request.

Cathleen B. Gimpson
Suman Resources Director
Town of Fairfield
Sultivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002



Town of Fairfield

725 Old Post Roa Fairfield, CT 068:



Cathleen A. Simpson **DIRECTOR OF HUMAN RESOURCES**

June 20, 2023

Mr. Shawn Reed 415 Milford Point Road Milford CT 06460

TOWN OF FAIRFIELD SULLIVAN INDEPENDENCE HALL 725 OLD POST ROAD FAIRFIELD, CT 06824

(203) 256-3057 FAX (203) 256-3059 www.fairfieldct.org csimpson@fairfieldct.org

Re: Town of Fairfield HR Review

Dear Mr. Reed,

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. Pursuant to the Town's Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked.

As a result of this investigation, it has come to our attention that in June 2022, there was a purchase on your AMEX Town issued credit card for an Apple pen shipped to your home address. Accordingly, we are seeking more information as part of our investigation to determine If this was a purchase for legitimate Town business or of a personal nature.

We are therefore requesting your assistance in identifying the purpose of this purchase and whether you returned this item to the Town upon your departure from employment. If not, please verify whether you have it in your possession as it would be considered Town property.

I would kindly request a response no later than the close of business on June 27, 2023. I have enclosed my business card for my contact information. If I do not hear back from you on or before this date, it will be presumed the purchase was of a personal nature and the Town will proceed as appropriate.

Thank-you for your assistance with this matter.

Sincerely,

Catilleen a Simpson

Phone: (203) 256-3057 Fax: (203) 256-3059

Simpson, Cathleen

From: Ritchey, Peter

Sent: Wednesday, June 28, 2023 12:23 PM

To: Simpson, Cathleen

Subject: Credit Card Usage Justification: Shawn Reed (Former Building Official)

Attachments: Shawn Reed Credit Card Letter.pdf

Hi Cathleen,

You received a call today from Shawn in response to your letter to him (attached) requesting his assistance in providing the rationale for a credit card spend for an iPad pen sent to his home address. I covered the general questions with Shawn and in summary, he said the iPad pen was for Town usage and not a personal purchase. Here is additional context he provided as to why it was sent to his home address:

- The ToF Building Department used (and I verified today still uses) iPads in the field to capture/report/access information related to their job duties.
- At one point when formerly employed by the ToF (currently Sr. Building Office Stamford), Shawn had ordered iPads/iPad pens for delivery to SIH and they didn't arrive on the scheduled day.
- When Shawn arrived at SIH the day after the scheduled arrival date, he found the package sitting on the front steps of the building.
- While no one had taken the box overnight, he recognized the risk going forward so he subsequently had these types of purchases sent to his home address. Once they arrived, Shawn brought them in to the SIH Building Department.

I thanked him for the background information and said we'd be in touch if we had any additional questions. Let me know if you need any additional information.

Peter Ritchey
Assistant Director of Human Resources
Town of Fairfield
725 Old Post Road
Fairfield, CT. 06824
O: 203-256-3077
C: 475-450-3413





Town of Hairfield

725 Old Post Roa Fairfield, CT 068;



Cathleen A. Simpson **DIRECTOR OF HUMAN RESOURCES**

June 20, 2023

Mr. Shawn Reed 415 Milford Point Road Milford CT 06460

TOWN OF FAIRFIELD SULLIVAN INDEPENDENCE HALL 725 OLD POST ROAD FAIRFIELD, CT 06824

(203) 256-3057 FAX (203) 256-3059 www.fairfieldct.org csimpson@fairfieldct.org

Re: Town of Fairfield HR Review

Dear Mr. Reed,

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. Pursuant to the Town's Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked.

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Thank-you for your assistance with this matter.

Cathleen Glasson

Cathleen Glasson

Cathleen A. Simpson

Phone: (203) 256-3057

(203) 256-3059

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Wednesday, June 14, 2023 5:13 PM

To:

Bishop, Timothy

Cc:

Courtemanche, Joanne

Subject:

HR Review

Attachments:

Back up Tim Bishop.pdf

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card users records for the years 2018-2022. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town business.

- 6/17/22 Al's Warehouse \$26.32
- 7/1/22 LL Bean \$47.85
- 7/1/22 Panera Bread \$12.69

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me.

Cathleen B. Simpson Human Resources Director Town of Fairfield

Sullivan Independence Hall 725 Old Post Road

Fairfield, CT 06824

(475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPT; DATE;	CONSERVATION- Timothy Bishop, June, 2022 July 18, 2022				
	ACCOUNT	AMOUNT			
	010-01230-56140	\$26.32			
	010-01230-54370	\$1,000.00			
	010-01230-56120	\$47.85			
	010-01230-56140	\$236.00			
	010-01230-56140	\$12.69			
	010-01230-56140	\$638.07			
	010-01230-58100	\$583.00			

TOTAL: \$2,543.93

APPROVED FOR PAYMENT BY:

AMEX STATEMENT ATTACHEDH:\AMEX.docx



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For TIMOTHY J BISHOP TOWN OF FAIRFIELD Account Number XXXX-XXXXX4-61005

Closing Date 07/13/22

Page 1 of 3

Balance

 Previous Balance \$
 New Charges \$
 Other Debits \$
 Payments \$
 Other Credits \$

 213.18
 2,543.93
 0.00
 213.18
 0.00

Due \$ Do Not Pay

2,543.93 For important information regarding your account refer to page 2.

For your records only - do not pay,

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity	Date reflects either transaction or posting date
----------	--

Card Nu	Reference Code	Amount \$		
06/23/22	CORPORATE REMITTANCE RECEIVED	06/23	11	-213.18
06/17/22	ALS WAREHOUSE650000 FAIRFIELD REF# 10156320220 2039083311 PACKAGE STORE-BEER/ ROC NUMBER 1015632022061600	CT 06/16/22	10156320220	26.32
06/16/22	Eagle Fence & Guardr Plainville REF# 85544022167 860-747-1288 ROC NUMBER 8554402216798000	CT 06/16/22	85544022167	1,000.00
07/01/22	LLBEAN-DIRECT 084870 207-8654761 REF# 451701904 2078654761	ME 06/30/22	45170190400	47.85
06/14/22	NORTH AMERICAN SAFET BELLE PLAINE REF# 99999992164 8005566581 REFER TO RECEIPT ROC NUMBER 999999216430009	MN 06/13/22	9999992164	236.00
07/01/22	PANERA BREAD #601621 WESTPORT 886329 006880 ROC NUMBER 886329	CT 06/30/22	88632900000	12.69
06/28/22	SP ANKERWORKUS ONTARIO REF# NT LXATJ5E6 +18009887973	CA 06/28/22		638.07

Do not staple or use paper clips **Payment Coupon**

JUL 18 2022
CONSERVATION DEPT.

Continued on Page 3

Account Number

Account Number Enter 15 digit account number on all payments,

TIMOTHY J BISHOP TOWN OF FAIRFIELD 725 OLD POST ROAD FAIRFIELD

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.



Prepared For TIMOTHY J BISHOP TOWN OF FAIRFIELD

Account Number Closing Date XXXX-XXXXX4-61005 07/13/22

Page 3 of 3

Activity Continued			Reference Code	Amount \$
07/08/22	UNH LEARN FOR LIFE 0 DURHAM REF# 79930061 603-862-7380 COLLEGES, UNIVERSIT ROC NUMBER 79930061	NH 07/07/22	79930061000	583.00
Total fo	r TIMOTHY J BISHOP		New Charges/Other Debits Payments/Other Credits	2,543.93 -213.18

@ \$0.10 \$0.10 LCAR EXPRESS \$46.52

tems \$24.78
Lototal \$0.00
Env Fee \$1.54
Sales Tax \$26.32
Total Sale \$26.32
Tendered \$0.00

Authorization # 841184
Merchant # Trace Code 643596
Charge Trans ID # 7561991105
AMEX Account # 1655 Chip Read
Authorized Amount: 26.32
Application ID: A000000025010801
Application Label: AMERICAN EXPRESS

PIN Statement: null Card Expiry Date: null AID: A000000025010801 LAB: AMERICAN EXPRESS

TVR: 0000001000

TSI: F800 IAD: 06570103602002

ARC: OC

CVM: SIGNATURE

Customer Copy

Register: 2 Cashier: REG2

Store Date: 06/16/2022 Trans ID: 1655392637291

Trans ID: 1655392637291

Actual: 2022-06-16 11:17:17.291

THANK YOU!!

Eagle Fence and Guardrail SALES QUOTE

DATE:

JUNE 16 2022

PROJECT:

ATTN:

TIM BISHOP 203-256-3071

TO:

TOWN OF FAIRFIELD - CONSERVATION DEPT

STREET ADDRESS CITY, CT ZIP CODE ATTN:

TIM BISHOP 203-256-3071

DELIVER TO:

TOWN OF FAIRFIELD - CONSERVATION DEPT

STREET ADDRESS CITY, CT ZIP CODE

QUANTITY	DESCRIPTION			UNIT		TOTAL
			بم		4	
25	ACT-31B TRANSMITT	-CD	\$	40.0000	\$	
	VEL 219 HAMSIMILI	LIX	\$	40.0000	\$	1,000.0000
			\$	5	\$	*
			\$	•	\$	*
	*		\$	14	\$	72
	Eagle F	ence Guardiail	\$		\$	34
	15 Robe	rt Jackson Way	\$	(E)	\$	(9)
	Pidiliti) (RAN	lle, CT 06062) 7+7-1288	\$	-	\$	<u></u>
	06-16-2022	15:57:06	\$	12	\$	(8)
	CRE	DIT CARD	\$	*	\$	Sec.
		EX SALE	\$	Se:	\$	
	Card #		\$		\$	950
	SEQ #:	XXXXXXXXXXXX1002	\$	-	\$	8
	Batch #	9	\$	100	\$	3#8
	Trans #:	3	\$		\$	-
	Approval Code:	208462	\$	¥.	\$:=\
	TRANS ID: Entry Method:	000104230476061	\$	120	\$	1
	Mode:	Manual	\$	320	\$	100 to 10
	Avs Code:	Online Y	\$		\$	
	Card Code:	M M	\$		\$	-
		ri .		251		:=
	SALE AMOUNT	\$1000,00	\$	-	\$	=
	o, test / (10 0 (1)	\$1000.00	\$		\$	8
	T* 14 61	(1/0) (\$	*	\$	9
	THAN	(YOU	\$:=	\$	×
	CUSTOM	ER COPY	\$	*	\$	
	503,011	ni vyl i	\$	8	\$.77
			\$		\$	
BJECT TO TERMS/CONDITIONS OF AC						
USTOMER ACCEPTANCE:		SUBTOTAL SAL	ES QUOTE		\$	1,000.00
		SALES 1	ΓAX		\$	
		TOTAL SALES	S QUOTE	(*	\$ \$	1,000.00
SNATURE	DATE				•	,



Freeport, Maine 04033 phone:1-800-832-1889 fax: 1-800-243-4994 email: business@llbean.com Order #: 718836 Invoice Date: 06-21-2022 Order Date: 06-20-2022 Acct Rep: Tara L. Greene

Order Verification

Billing Address

Company Contact Address

TOWN OF FAIRFIELD TIMOTHY BISHOP CONSERVATION DEPT 725 OLD POST RD FL 2 FAIRFIELD CT 06824-6684

Phone Fax

Line

Catalon

1-203-256-3071

Phone Fax

Shipping Address

Company TOWN OF FAIRFIELD Contact TIMOTHY BISHOP Address CONSERVATION DEPT 725 OLD POST RD FL 2

FAIRFIELD CT 06824-6684 1-203-256-3071

	11	Discount Discount	

No.		Item No.	Description	Color	Size	Unit Price	Extended Price	Discount I Rate	Discount Amt	TOTAL
Merc	hand	ise/Gift Caro	's							
1.	1	Sh	emium Double L Polo ort Sleeve Men's gular/Direct To Business	Night	X-Large	34.95	34.95	0.0%	0.00	34.95
	1	Total Units								
——— Serv 1.	ice ar 1		n Fees mbroidery Application ect to Business			5.95	5.95	0.0%	0.00	5.95
MOTI	ES:						Ship	ping & Han T	Total: idling: axes: DTAL:	\$40.90 \$6.95 \$0.00 \$47.85

This summary represents the merchandise and services you have requested to order from L.L.Bean. If shipping to more than one address or if shipping is expedited, additional fees may apply. Inventory availability is subject to change. Taxes are estimated and may change based upon actual Goods shipped and shipping destination.

Discounted gift cards cannot be used as payment on discounted orders.

The recipient is responsible for all duties, taxes, and fees assessed by United States (U.S.) and foreign Customs agencies, if applicable. After verifying this summary is accurate and you have reviewed the attached L.L.Bean, Inc. for Business Terms and Conditions, please acknowledge your agreement with the Terms and Conditions and your approval to proceed with your order by signing below and returning this form to L.L.Bean, Inc. for Business via email or fax . Our email address is business@llbean.com and our fax number is 1-800-243-4994.

Company:	
Signature:	

Name (printed):



ordersafety.com 326 S. Ash St. | Belle Plaine, MN 56011 1-800-556-6581



JUN 13 2022 CONSERVATION DEPT

INVOICE

Ship To:

Timothy Bishop

Town of Fairfield - Conservation

Dept.

725 Old Post Road

2nd Floor

Fairfield, CT 06824

tbishop@fairfieldct.org

203-256-3071

Bill To:

Timothy Bishop

Town of Fairfield - Conservation

Dept.

725 Old Post Road

2nd Floor

Fairfield, CT 06824

Invoice Number:

30842

Invoice Date:

June 13, 2022

Order Number:

30842

Order Date:

June 13, 2022

Payment Method:

Credit card

Product Product	Quantity	Price
Majestic - High Visibility Waterproof Bib Overall with Quilted Insulation - 75-2357 - XL, Safety Green SKU: 75-2357-SG-XL	3	\$177.00
Free-Handheld Flashlight Discount: Free	1	\$0.00
SKU: Free-Handheld Flashlight		
Majestic - High Visibility Waterproof Bib Overall with Quilted Insulation - 75-2357 - 2XL, Safety Green SKU: 75-2357-SG-2XL	1	\$59.00
Customer Notes		
Town government – tax exempt	Subtotal	\$236.00
	Shipping	Free shipping
	Tax	\$0.00
	Total	\$236.00

Panera Bread Cafe #: 601621 1860 Post Road East Westport, CT 06880 Phone: 203-255-0849

Accuracy Matters

Your order should be correct every time. If it's not, we'll fix it right away. and give you a free treat for your trouble. Just let an associate know.

06/30/2022 8:33:40 AM Order Number: 208507 Cashier: Rose

1 Bakers Dozen

12.69

3 Chocolate Chip Bagel 3 Everything Bagel

3 Plain Bagel

2 Cin Swirl Raisin Bgl 2 Cinnamion Crunch Bgl

> Subtotal 12.69 Tax 0.00 Gratuity 0.00 Total 12.69 American Express 12.69Acct: **********1005

AuthCode: 886329 Trans#: 00000009

View your Account at: www.mypanera.com MyPanera Member: *********52823 MyPanera Offers Earned: \$2 Off Salad: 1 [Exp Date 07/17/22] Visits To Next Reward: 3

www.panerabread.com

To Go Your Order Number is: 208507 Customer / Pager: Timothy O

Inter-Dept.
Meeting

Bishop, Timothy

From:

AnkerWork <noreply-service@ankerwork.com>

Sent:

Tuesday, June 28, 2022 10:21 AM

To:

Bishop, Timothy

Subject:

Order R0105017025S confirmed

AnkerWork

ORDER R0105017025S

Thank you for your purchase!

Hi Timothy, we're getting your order ready to be shipped. We will notify you when it has been sent.

View your order

or Visit our store

Order summary

Extended	
Warranty	Extended Warranty × 3
AnkerWork	GRATIS (-\$60.00)

\$60.00
Free

PowerConf S500 Speakerphone × 3	\$659.97
PowerConf S500 Speakerphone × 3 PRICE_BREAK_DISCOUNT (-\$60.00)	\$599.97

Subtotal	\$599.97
Shipping	\$0.00
Taxes	\$38.10



UNH Professional Development and Training Cole Hall, 34 Sage Way Durham, NH, 03824 Tel: (603) 862-7380 pdt.enrollment@unh.edu https://learnforlife.unh.edu

RECEIPT

\$ 359.00

Timothy Bishop

Student Number: X069182

Transaction Basket

Date:

150130

07/Jul/2022 12:49 PM Page 1 of 3

SELECTED ITEMS:

Refer to Account Activity page for payment details

Course Enrollments

PDT-SoilSc-25-222648 Basics of Soil Morphology Tuition Fee \$359.00 Sub-total: \$ 359.00

TOTAL:

Course Schedule: Tue 9:00AM - 3:30PM Oct/18/2022 - Oct/18/2022

At: Portsmouth - 231 Corporate Drive

Address: 231 Corporate Drive, Portsmouth, NH, 03801 Tue 9:00AM - 3:30PM Oct/25/2022 - Oct/25/2022

At: Field Work - TBA

Receipt Notes:

Download the Welcome Letter with important information.

Thank you for registering for a UNH Professional Development & Training offering. Please be sure to download the "Welcome Letter" with important information about weather cancellations, site information and parking, refund policy, and more.

To download a pdf:

https://unh.app.box.com/s/ff4tnedhq02tkuzovx3dj7hsqljju1i8

PDT-SoilSc-28-222647

Introduction to Soil Mapping

Tuition Fee \$ 224.00 Sub-total: \$ 224.00

\$ 224.00

TOTAL:

Course Schedule: Wed 9:00AM - 3:30PM Nov/16/2022 - Nov/16/2022

At: Portsmouth - 231 Corporate Drive

Address: 231 Corporate Drive, Portsmouth, NH, 03801

Timothy Bishop 725 Old Post Road, 2nd Floor - Conservation Dept. Fairfield, CT 06824

From:

Simpson, Cathleen

Sent:

Monday, June 19, 2023 12:08 PM

To:

Bishop, Timothy

Cc:

Courtemanche, Joanne

Subject:

RE: HR Review

Good Afternoon

I want to apologize for failing to give you and your union representative more notice as well as further explanation as to why HR is conducting this administrative investigation. I could have done better in hindsight and although I hope to never have to be in a similar situation going forward, I have learned from this as to how to be more sensitive to employees when having to issue such notice.

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase, we are seeking that information from those that it may be unclear. We recognize that Finance processed them. Accordingly, there is no presumption that you engaged in any misconduct. As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason.

Please be assured neither you nor your Department is being singled out. This is a global review of all Town credit card holders based on the resident complaint. If you are unable to recall the reason for the purchases, simply state so and you are not required to provide elaborate justifications. Responses such as "meeting", "training", "office supplies" for instance will suffice.

We have partnered with Finance and Purchasing to revise the credit card policy to include better reporting forms to ensure the business purpose is clear. We are also in the process of scheduling training and discussion on purchasing and protocol as we are aware employees have not received such training and in some cases, insufficient notice. My understanding is your Department has been utilizing the updated reconciliation forms which is very helpful.

I hope this helps to clarify this for you and again, my apologies for not doing better with advance and proper notice. My intent was not to cause undue stress or worry.

Best,

Cathleen

From: Simpson, Cathleen

Sent: Wednesday, June 14, 2023 5:13 PM **To:** Bishop, Timothy <TBishop@fairfieldct.org>

Cc: Courtemanche, Joanne < JCourtemanche@fairfieldct.org>

Subject: HR Review

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card users records for the years 2018-2022. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town business.

- 6/17/22 Al's Warehouse \$26.32
- 7/1/22 LL Bean \$47.85
- 7/1/22 Panera Bread \$12.69

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me.

Cathleen H. Gimpson

Suman Resources Director

Town of Fairfield

Sultivan Independence Hall

725 Old Post Road

Fairfield, CT 06824

(475) 350-6002

From:

Bishop, Timothy

Sent:

Tuesday, June 20, 2023 9:41 AM

To:

Simpson, Cathleen

Cc:

Courtemanche, Joanne

Subject:

RE: HR Review

Good morning Kathleen,

Per your inquiry, clarification on the requested items were related to:

- Soda/ice
- Town collared shirts
- Bagels for Department meeting

Please let me know if you need anything else on this matter.

Thank you.

Regards,

Timothy J. Bishop, MS, CEP, WPIT Director



Town of Fairfield - Conservation Department

725 Old Post Road – 1st Floor

Fairfield, CT 06824

Office: (203) 256-3071

Email: tbishop@fairfieldct.org

Web: https://www.fairfieldct.org/conservation

Online Wetland Permits: https://citysquared.com/#/app/FairfieldTownCT/landing

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Wednesday, June 14, 2023 5:13 PM **To:** Bishop, Timothy <TBishop@fairfieldct.org>

Cc: Courtemanche, Joanne <JCourtemanche@fairfieldct.org>

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From:

Simpson, Cathleen

Sent:

Wednesday, June 14, 2023 5:28 PM

To:

Minder, Jeffrey

Cc:

Cottell, John; Saxl, Concetta; Courtemanche, Joanne HR Review

Subject:

Attachments:

Back up J Minder.pdf

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- 12/23/20 UCONN marketplace \$375.00; \$46.64
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- 8/12/21 Sirius Radio \$21.94

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Cathleen H. Simpson

Human Resources Director

Town of Fairfield

Sultivan Independence Hall

725 Old Post Road

Fairfield, CT06824 (475) 350-6002

Jeff Minder

Town of Fairfield AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:DPW Operati	ions	
DATE:1-13-5		
ACCOUNT	AMOUNT	
01005030-56100	70,01	
010000 58100	475.32	
Crzato1005030-58100	345,	
	542.69	Cradit
	0 161	
		-
Total	\$542.69	
Approved for payment by:	had	
AmEx Detail Statement Attached		



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For JEFFREY MINDER TOWN OF FAIRFIELD

Account Number XXXX-XXXXX2-31005

Closing Date 01/13/21

Page 1 of 2

Previous Balance \$	New Charges \$	Other Debits \$	Payments S	Other Condition	Ba
50.97	545.33	0.00	30.97	Other Credits \$	54

lance Due \$ Do Not Pay

For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call

Activity	Date reflects either transaction or posting date
Card Numb	per XXXX-XXXXXX 24005

	CORPORATE REMIT	TANCE RECEIVED	40/00	Reference Code		Amount \$
12/16/20	STOP & SHOP #650 REF# 804685 ROC NUMBER 80468) FAIRFIELD	12/22 CT 12/16/20	80468500000		-30.97 70.01
12/23/20	THE CORNELL STO REF# CS152804 TUITION/FEES ROC NUMBER CS152	607-255-6146	NY 12/22/20		56140	53.68
2/23/20	Uconn Marketplace REF# 20201222103	STORRS 8604866454	CT 42/28/28	20201222103	58100	
2/23/20	Uconn Marketplace REF# 20201222103	STORRS 8604866454	12/22/20 CT 12/22/20	20201222103	58100	375.00
2/25/20	Uconn Marketplace REF# 20201222103	STORRS 8604866454	СТ	20201222103		46.64
otal for	JEFFREY MINDE	R	12/24/20	New Charges/Ott	58100	-2.64 Credit 545.33

New Charges/Other Debits Payments/Other Credits

545.33 -33.61

Do not staple or use paper clips

Payment Coupon



Enter 15 digit account number on all payments.

JEFFREY MINDER TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.

STOP&SHOP

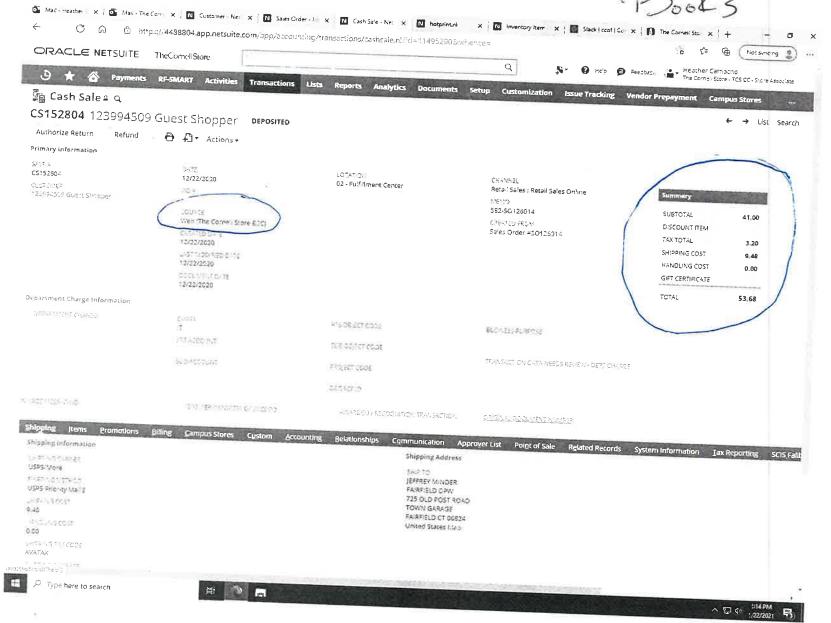
1160 KINGS HWY CUTOFF FAIRFIELD, CT 06824

Store Telephone: (203) 254-8478 Pharmacy Telephone: (203) 254-8538 Store #650 12/16/20 08:54am GROCERY 42FLV MX 41.375Z 19.99 F BONUS BUY SAVINGS PRICE YOU PAY 5.00-F 14.99 42CT MEGA 38.75Z 19.99 F BONUS BUY SAVINGS PRICE YOU PAY 5.00-F 14.99 SB ACDA WTR 35PK 3.99 F BONUS BUY SAVINGS PRICE YOU PAY 0.32-F 3.67 BTL/CAN DEPOSIT 1.75 F SPRITE 12P 12Z C SC 7.29 B FREE COKE 12PK PRICE YOU PAY 7.29-B FREE DP BTL/CAN DEPOSIT 0.60 F SPRITE 12P 12Z C 7.29 B SC FREE COKE 12PK 7.29~B PRICE YOU PAY FREF DΡ BTL/CAN DEPOSIT 0.60 F COKE CLASIC 12PK 7.29 B DΡ BTL/CAN DEPOSIT 0.60 F DIET COKE 12PK DP 7,29 B BTL/CAN DEPOSIT 0.60 F CD GNGR ALE 12PK DP 7.29 B BTL/CAN DEPOSIT COKE CLASIC 12PK 0.60 F DP 7.29 B BTL/CAN DEPOSIT 0.60 F

Total After Savings

68.16





Order Receipt

Thank you! Please note, charges will show on your debit/credit card as "UConn Marketplace".

Ornamental and Turf Short Course

Welcome and thank you for registering for the "Winter 2021 Ornamental and Turf" online course. We hope you that will find this course deepens your understanding of pest management in the landscape and provides a step As mentioned in our announcement for the course this is an in depth review of the information necessary for studying and fulfilling the requirements of the Ornamental and Turf/Golf Course Superintendents State of Connecticut Supervisory Pesticide Applicator Certification exam. We will cover all of the information for the Ornamental and Turf certification, which includes the Golf Course As students you are expected to complete all the modules, work through the knowledge checks and write down the answers for them, (this will reinforce your learning and provide you with study notes), take and learn from the quizzes, and study the resources materials independently. Expect to spend The course will focus on pest management in the landscape including turf management, which covers one part of the state certification exam. The second part of the exam is about basic pesticide safety, reading a pesticide label, understanding pesticide formulations, personal protective equipment, mixing and loading application equipment safely etc. This material is contained in the "Pesticide Applicator Training Manual", commonly known as the, "Core Manual". Our experience in teaching this class over the course of 30 years is that most people pass this part of the state exam simply by taking the time to read this manual. We will not spend time reviewing the contents of the manual WE STRONGLY ENCOURAGE YOU TO OBTAIN AND READ THE "CORE MANUAL" BEFORE THE CLASS BEGINS. The "Pesticide Applicator Training Manual" can be ordered from UConn MarketPlace under the College of Agriculture, Health and Natural Resources Extension, https://secure.touchnet.com/C21646_ustores/web/store_main.jsp?STOREID=29

Training Manual" can also be found and downloaded for free from the "National Association of State The "Pesticide Applicator Departments of Agriculture" at the following link: https://www.nasda.org/foundation/pesticide-applicatorcertification-and-training. Another resource you will need, also free is, "Turfgrass Nutrient and Integrated Pest Management Manual", edited by Tim Abbey. CT DEEP highly recommends this resource. http://cag.uconn.edu/documents/Turfgrass-IPM-manual-s.pdf "Ornamental and Turf, Category 3 manual" available from Cornell, it cost \$41.00 plus shipping and handling. Check for used copies of these books with your colleagues or online, yes, even check Amazon. We look forward to meeting with you in the very near Best Regards, Candace Bartholomew, Course Coordinator and Instructor future.

Order:

Store:

Date/Time:

Total:

144831

UConn Extension

December 22, 2020 11:32:50 AM EST

\$375.00

Billed To:

JEFFREY MINDER **DPW GARAGE** 725 OLD POST ROAD

FAIRFIELD, CT

06824

United States

Contact Email:

JMinder@fairfieldct.org

Payment Information:

Payment Type:

Credit Card Number:

Reference Number:

Card Type:

Terminal ID:

Additional Amount:

Processor Transaction ID:

Approval Code:

Credit Card

XXXXXXXXXXX1005 20201222000039

American Express XXXXXXXXXXXXX230

000644802773064

204759

Review Order

Payment Information

Payment	Details	Billing Information	Summary	
American Express	xxxxxxxxxx1005	JEFFREY MINDER DPW GARAGE 725 OLD POST ROAD FAIRFIELD,CT 06824	Ornamental and Turf Short Course: Tax:	\$375.00 \$0.00
		United States	Total: †	\$375.00

† Business Correspondence Address

UCONN MARKETPLACE 233 GLENBROOK ROAD UNIT 4231 STORRS, CT 06269-4231 UNITED STATE OF AMERICA

Change Payment Information

Contact Information

JMinder@fairfieldct.org

Order Receipt

Thank you! Please note, charges will show on your debit/credit card as "UConn Marketplace".

Pesticide Applicator CORE MANUAL

Thank you for your order. Please allow 5-7 business days for delivery. All state exam information can be found on the CT DEEP website: https://portal.ct.gov/DEEP/Pesticides/Pesticide-Management-Program

Order:

Store:

Date/Time:

Total:

144832

UConn Extension

December 22, 2020 11:38:03 AM EST

\$46.64

Billed To:

JEFFREY MINDER

DPW GARAGE

725 OLD POST ROAD

FAIRFIELD, CT

06824-6684

United States

Ship To:

JEFFREY MINDER

725 OLD POST ROAD

FAIRFIELD, CT

Contact Email:

JMinder@FairfieldCT.org

Payment Information:

Payment Type:

Credit Card Number:

Reference Number:

Card Type:

Terminal ID:

Additional Amount:

Processor Transaction ID:

Approval Code:

Address Verification Result:

Security Code Validation Result:

Validation Code:

*** Card Not Present ***

DPW GARAGE

06824-6684

United States

Credit Card

XXXXXXXXXXXX1005

20201222000040

American Express

XXXXXXXXXXXX230

000626917469076

226894

Ζ

M

Shipping Information:

Shipping Information:

135255

Delivery Method:

US Mail

Item	Stock Number	Quantity		
Pesticide Applicator CORE MANUAL		Quantity	Unit Price	Detail Total
Total Applicator CORE MANUAL	CoreManual	1	\$36.00	\$36.00
O DESCRIPTION OF THE PROPERTY		- 141177	Subtotal:	\$36.00
Constitution of the state of th			Shipping:	\$10.00
			Tax:	\$0.64
			Total:	\$46.64

Order Information:

First Name

JEFFREY

Jeff Minder

Town of Fairfield AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:DPW Operation	ions
DATE:8-13-21	
ACCOUNT	AMOUNT
01005030 - 54330	2194
01005030-58100	
58100 see Colleen	270.00

Total	\$316.92

Approved for payment by:

Department Head

AmEx Detail Statement Attached



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For JEFFREY MINDER TOWN OF FAIRFIELD

Account Number XXXX-XXXXX2-32003

Closing Date 08/13/21

Page 1 of 2

Previous Balance \$ New Charges \$ Other Debits \$ Payments \$ Other Credits \$ Due \$ Do Not Pay \$ 96.44 \$ 316.92 \$ 0.00 \$ 96.44 \$ 0.00 \$ 316.92 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity Date reflects either transaction or posting date

Card Nu	Imber XXXX-XXXXX2-32003		Reference Code		Amount \$
07/23/21	CORPORATE REMITTANCE RECEIVED 07/23				-96.44
07/28/21	CLDTKN PAYPAL *YAHOO 8664381582 REF# 10072296329 8664381582 COMMERCESERVICES ROC NUMBER 100722963290	С	10072296329	sechelow	24.98
08/12/21	SIRIUS XM RADIO INC. 888-635-5144 NY REF# T1,199C3DA2 RADIO SERVICE 08/12/21			54330	21.94
08/03/21	VERMEERMIDATLANTIC.C ANNAPOLIS JUNCTION MD REF# NT_JYLAQUXC 3014985200 08/03/21			58100	270.00

Total for JEFFREY MINDER

New Charges/Other Debits Payments/Other Credits

316.92 -96.44

Do not staple or use paper clips **Payment Coupon**

JEFFREY MINDER TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824-6689

15 digit account or on all payments.

See reverse side for instructions on how to update your address, phone number, or email.

From:

Simpson, Cathleen

Sent:

Thursday, June 15, 2023 2:47 PM

To:

Minder, Jeffrey

Cc:

Cottell, John; Saxl, Concetta; Courtemanche, Joanne; 'Christopher Sugar'; Kaczegowicz,

George

Subject:

RE: HR Review

Thank you very much for the prompt responses. This is very helpful.

From: Minder, Jeffrey < JMinder@fairfieldct.org>

Sent: Thursday, June 15, 2023 2:39 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Cc: Cottell, John <JCottell@fairfieldct.org>; Saxl, Concetta <CSaxl@fairfieldct.org>; Courtemanche, Joanne

<JCourtemanche@fairfieldct.org>; 'Christopher Sugar' <csugar@Council4.org>; Kaczegowicz, George

<GKaczegowicz@fairfieldct.org>

Subject: RE: HR Review

Good afternoon Cathleen,

Please see below response to the review of the following charges.

- 12/16/20 Stop & Shop \$70.01- I was instructed by my supervisor Doug Novak to purchase water and soda for the DPW employee Christmas party.
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- 12/23/20 UCONN marketplace \$375.00; \$46.64 Signup fee and books needed for the UConn Turf and Ornamental Short course. This is a continuing education course for licensing, knowledge of new laws, fertilizer/insect management and industry practices pertaining to my position as Town Tree Warden. Approved by Supervisor Doug Novak
- 7/12/21 Sirius Radio \$6.44- Sirius Xm purchase for Dpw Superintendent Doug Novak. Office staff was instructed by Doug Novak to use my credit card for the purchase.
- 8/12/21 Sirius Radio \$21.94- Sirius Xm purchase for Dpw Superintendent Doug Novak. Office staff was instructed by Doug Novak to use my credit card for the purchase

Jeffrey Minder Tree Warden Town of Fairfield DPW 725 Old Post Road Fairfield, CT 06824-6690

T: (203) 256-3178 F: (203) 256-3187

^{*}Doug Novak was the DPW Superintendent at the time, who reviewed and approved all credit card purchases before submitting to Finance for processing.

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Wednesday, June 14, 2023 5:28 PM To: Minder, Jeffrey < JMinder@fairfieldct.org>

 $\textbf{Cc: Cottell, John} < \underline{\textbf{JCottell@fairfieldct.org}}; \textbf{Saxl, Concetta} < \underline{\textbf{CSaxl@fairfieldct.org}}; \textbf{Courtemanche, Joanne}; \textbf{Courtemanche,$ <JCourtemanche@fairfieldct.org>

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Cathleen H. Simpson Human Resources Director Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT06824 (475) 350-6002

From:

Simpson, Cathleen

Sent:

Monday, June 19, 2023 11:53 AM

To:

Minder, Jeffrey

Cc:

Cottell, John; Saxl, Concetta; Courtemanche, Joanne; 'Christopher Sugar'; Kaczegowicz,

George

Subject:

RE: HR Review

Good Morning,

Thank you again for your quick response.

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<JCourtemanche@fairfieldct.org>; 'Christopher Sugar' <csugar@Council4.org>; Kaczegowicz, George

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<<u>JCourtemanche@fairfieldct.org</u>>; 'Christopher Sugar' <<u>csugar@Council4.org</u>>; Kaczegowicz, George

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Jeffrey Minder Tree Warden Town of Fairfield DPW 725 Old Post Road Fairfield, CT 06824-6690 T: (203) 256-3178 From: Simpson, Cathleen < CSimpson@fairfieldct.org>

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Cc: Cottell, John < JCottell@fairfieldct.org>; Saxl, Concetta < CSaxl@fairfieldct.org>; Courtemanche, Joanne

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- 7/12/21 Sirius Radio \$6.44
- 8/12/21 Sirius Radio \$21.94

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative who may assist you if you so choose with this matter.

Cathleen H. Simpson Human Resources Director Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT06824 (475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS RECONCILIATION VOUCHER - 2023 Please complete both pages

DEPARTMENT / NAME OF CARDHOLDER: Mark Barnhart

DATE OF AMEX STATEMENT: 5/14/2023

DATE SUBMITTED: <u>5/17/2023</u>

VENDOR*	ACCOUNT	AMOUNT (PRIOR EMAIL APPROVAL FOR PURCHASES \$1,000 OR MORE MUST BE ATTACHED TO THIS FORM)	ITEMIZED PURCHASE & JUSTIFICATION*
BT*THE Events Calendar Lansing	010-01350-58120	\$8.00	Monthly fee for Loxi event calendar on Experience Fairfield site
Hearst CT Media	010-01350-58100	\$29.99	Monthly CT Post Subscription fee
Mailchimp	010-01350-53200	\$52.78	Monthly Subscription fee
NY Times	010-01350-58100	\$4.04	Monthly online Subscription fee
Squarespace Inc	010-01350-53200	\$6.38	Monthly fee Experience Fairfield site
Patch	133-01350-55400	\$70.00	Spring Shop & Stroll Advertisement
Menlo Park	133-01350-55400	\$25.00	Paid Ad on Instagram for Spring Shop & Stroll
Kinsman Gardens	133-01350-56140	\$507.42	Partial bill - hanging baskets & new liners – downtown & Bigelow Senior Center
TOTAL		\$703.61	

PAGE 1 OF 2

UPDATED FEBRUARY 2023

JUSTIFICATION REQUIRED:

- DESCRIPTION OF PRODUCT, PURPOSE, WHY THE ITEM WAS ORDERED ON THE CREDIT CARD RATHER THAN THROUGH THE PURCHASING/BIDDING PROCESS OR A PINK VOUCHER. FOR TRAVEL, MEETINGS AND MEALS, PLEASE REFER TO THE NECESSARY REQUIRED INFORMATION OUTLINED ON YOUR SIGNED CREDIT CARD POLICY AND COMPLETE THE ATTACHED MEETING & MEAL BACKUP IF APPROPRIATE..
- IF ANY OF THE ABOVE INFORMATION IS NOT INCLUDED, THE RECONCILIATION VOUCHER WILL BE RETURNED TO THE CARDHOLDER FOR IMMEDIATE COMPLETION.
- ALL SALES RECEIPTS MUST BE INCLUDED WITH THIS VOUCHER.
- IF THE TOWN PAYS THE INVOICE PRIOR TO THE SUBMISSION OF JUSTIFICATION DETAILS AND RECEIPT/BACKUP, THE CARDHOLDER MAY BE SUBJECT TO DISCIPLINE, UP TO AND INCLUDING TERMINATION, LOSS OF CREDIT CARD PRIVILEGES AND/OR REPAYMENT TO THE TOWN FOR THE PURCHASE(S), OR OTHER LEGAL ACTION.

I ATTEST THAT NONE OF THESE PURCHASES HAVE BEEN SPLIT TO AVOID TOWN BIDDING AND/OR APPROVAL

REQUIREMENTS, NOR DO ANY OF THESE PURCHASES CIRCUMVENT PRO	PER PURCHASING POLICIES.
CARDHOLDER: MMM Jam M	DATE: 5/17/23
APPROVED FOR PAYMENT BY:	7
DEPARTMENT HEAD:	DATE: 6/26/23

Missing recepts per my email

(THE ABOVE TWO SIGNATURES ARE REQUIRED)

OVERLAPPING POLICIES AND RULES:

TOWN TRAVEL & MEETING POLICY, PURCHASING POLICY, FRAUD POLICY, ETHICS POLICY, EMPLOYEE OATH, CHARTER

PAGE 2 OF 2

UPDATED FEBRUARY 2023



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For MARK S. BARNHART TOWN OF FAIRFIELD

Account Number XXXX-XXXXX7-62001

Closing Date 05/14/23

Page 1 of 2

Balance

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Due \$ Do Not Pay
736.64	703.61	0.00	736.64	0.00	703.61 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity	Date reflects either transaction or posting date

Card Nu	ımber XXXX-XXXXX7-62001		Reference Code	Amount \$
04/26/23	CORPORATE REMITTANCE RECEIVED	04/26		-736.64
05/12/23	BT*THE EVENTS CALEND LANSING REF# J6WXG5H4 5173220434	MI 05/12/23		8.00
04/26/23	FACEBK*792B6PBWM2 MENLO PARK REF# P6043013875 ADVERTISING SERV	US 04/26/23		25.00
05/02/23	HEARST CT MEDIA NORWALK REF# 251618076 203-842-2500 CONTINUITY/SUBSCRIP ROC NUMBER 251618076	CT 05/01/23	25161807600	29.99
04/29/23	KINSMAN GARDEN COMPA PIPERSVILLE REF# 73011003118 KINSCO@KINSMANGA	PA 04/28/23	73011003118	507.42
04/22/23	MAILCHIMP ATLANTA REF# 49190461-14 LARGE DIGITAL GO	GA 04/22/23		52.78
04/19/23	NYTIMES*NYTIMES DISC 800-698-4637 REF# 3F4847B4071 ONLINE SUBS	NY 04/19/23		4.04
04/20/23	PATCH.COM NEW YORK CITY REF# NT_NKBIV3US 8778877815	NY 04/20/23		70.00
05/02/23	SQUARESPACE INC. NEW YORK REF# NT_NOZHGXGC 6465803456	NY 05/02/23		6.38
Total for	MARK S. BARNHART		New Charges/Other Debits Payments/Other Credits	703.61 -736.64

Do not staple or use paper clips **Payment Coupon**

Account Number Enter 15 digit account number on all payments.

MARK S. BARNHART TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.

Prepared For MARK S. BARNHART TOWN OF FAIRFIELD

Account Number XXXX-XXXXX7-62001

Page 2 of 2

Payments: The American Express® Corporate Purchasing Card statement is payable in full by your Company upon receipt. Payments received after 5:00 pm may not be credited until the next day. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. The Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert remittance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any representments, by transmitting the amount of the check, routing number, account number, and check serial number to the financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, Company authorizes us to initiate an electronic debit from its bank or asset account. When we process a check electronically, payment may be debited to the bank or asset account as soon as the same day we receive the check, and that cancelled check will not be received with that bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Purchasing Card, please note that you are eligible to pay your bill online.

Authorizations for Electronic Payments: By using Pay by Computer, Pay by Phone or any other electronic payment service of ours, you will be authorizing us to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 5:00 pm may not be credited until the next day.

Transactions Made in Foreign Currencies: If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently the conversion rate that we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, in each instance increased by 2.5%. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

In Case of Errors or Questions About Your Bill: If you think your bill is incorrect, or if you need more information about a transaction on your bill, please call 1-800-492-4920 or the number on the back of your Card. You can also write us on a separate sheet of paper at the Customer Service address noted to the right. If you have a dispute concerning goods and services purchased with the Corporate Purchasing Card, you should contact the merchant directly. If you are unable to obtain resolution, please contact us at 1-800-492-4920.

When Contacting Us Regarding Errors or Questions: We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. When contacting us, please give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about.

Note: Your corporation, firm or organization may have its own policy or customized program, which takes precedence over any provision stated above.



Manage your Card account online at: www.americanexpress.com /checkyourbill



For all further inquiries, please call the number on the back of your Card.

If your Card has been lost or stolen, please call 1-800-492-4920.

International Collect: 1-336-393-1111.

Hearing Impaired Services: Dial Relay 711 and 1-800-492-4920.

Large Print and Braille Statements: 1-800-492-4920.



Customer Service P.O. Box 53611 Phoenix, AZ 85072-3611

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.



Invoice

#98911669

Charged on Tuesday, May 2, 2023

ISSUED TO

Mark Barnhart

725 Old Post Road

Fairfield, CT 06824

United States

Card Number •••• 2001

ISSUED BY

Squarespace, Inc.

225 Varick Street, 12th Floor

New York, NY 10014

Charges

All prices in US Dollar.

Subscription: Google Workspace (Monthly)

\$6.00

(C00qa2ez8) -

experiencefairfieldct.squarespace.com

Seats: 1

Subtotal \$6.00

Discount

Sales Tax (6.35%) \$0.38

Due \$0.00

Paid \$6.38



6805 Easton Road P.O. Box 428 Pipersville, PA 18947





1-800-733-5613 Email: dealersales@kinsmanwholesale.com Website: www.kinsmanwholesale.com

Mark Barnhart Town Of Fairfield 611 Old Post Rd Fl 2 Fairfield, CT 06824-6646



Customer No. Sales I.D. Reference # Media Code 500302 RMA/MOM WX /NONE Phone Number Fax Number (203) 256-3120 Message:

Thank you for your order

Order Qty.	Back Order	Shipped	Item #		18-7	Desci	ription		Ur	it Price	Disc	Extension
13	0	13 N	MLTC7-5	CS/5	17"	PREMOLDED	BASKET	LINER		34.85		453.05
							MER	CHANDISE	INVOICE	TOTAL	\$	453.05
								SHIPP	ING & HA	NDLING	\$	54.37
									INVOICE		•	507.42
							CR	. CARD: A	AE, APPR	2:18181	7\$	-507.42

A charge of 1.5% will be applied to balances over 30 days old. Shortages or damage must be reported within 5 days of receipt of merchandise to claim.

nvoice Date Invoice #		Customer #	Customer Comments	Amount Paid	
04/28/23 1109818B	1109818B	500302	Sustainer Comments	Amount Paid	
	Diagra data d			FOLEY BESDS (610)	

Please detach and return with payment to: Kinsman Company, PO Box 428, Pipersville, PA 18947

1 04/28/2	3 1109818E	3
Tern	ns	
XXXXXXXX2001 Total Wt. Zone	AMERICAN [#] ckages Ship Via	
0.0 1	1 W9G	
Unit Price	Disc Extensio	on
ER 34.85 DISE INVOICE TOTAL	\$ 453.	05
HIPPING & HANDLING INVOICE TOTAL RD: AE, APPR:18181	\$ 507.	42
MD. AI, AFR. 18101	79 -507.	42

Limperopulos, Mary Alice

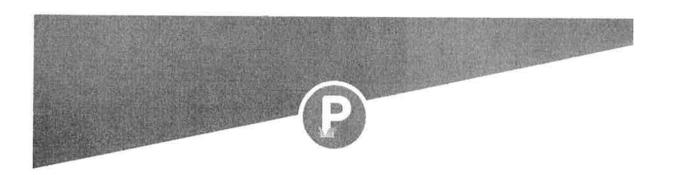
From:

Patch.com <receipts+acct_17wMIXB4zdVQeb6K@stripe.com>

Sent:

Thursday, April 20, 2023 4:07 PM

To: Subject: Limperopulos, Mary Alice Your Patch.com receipt [#1930-1328]



Receipt from <u>Patch.com</u>

AMOUNT PAID

DATE PAID

\$70.00

Apr 20, 2023, 8:06:05 PM

PAYMENT METHOD

AMERICAN EXPRESS - 2001

SUMMARY

Patch Promoted Event

\$70.00

Amount charged

\$70.00

If you have any questions, contact us at moderation@patch.com.

Something wrong with the email? View it in your browser.

You're receiving this small because you made a purchase at Patch.com, which partners with Stripe to provide invoicing and payment processing.

.

Mailchimp Receipt MC14246401

Issued to

Mark Barnhart

Town of Fairfield

mbarnhart@fairfieldct.org

Office phone: 203-256-3120

611 Old Post Rd Fl 2

Fairfield, CT 06824-6646

Tax ID: 066001998

Issued by

Mailchimp

c/o The Rocket Science

Group, LLC

675 Ponce de Leon Ave NE

Suite 5000

Atlanta, GA 30308

www.mailchimp.com

Tax ID: US EIN 58-2554149

Details

Order # MC14246401

Date Paid: Apr 22, 2023 3:28

am New York

Billing statement

Essentials plan

2,500 contacts

\$39.50

Additional Contact Blocks

Up to 500 contacts

\$12.75 x 1 contact blocks

\$12.75

\$0.53

Tax

State Sales/Use

Tax Rate: 1%

Paid via Amex ending in 2001 which expires

\$52.78

08/2026

on April 22, 2023



From:

Barnhart, Mark

Sent:

Wednesday, June 28, 2023 8:59 AM

To:

Schmitt, Jared

Cc:

Simpson, Cathleen; Limperopulos, Mary Alice

Subject:

RE: AMEX Reconciliation

Jared,

The NY Times and CT Post are digital subscriptions. They are both set up as recurring monthly charges. I don't get an invoice or bill nor do I get receipts. I'm not sure what you would you have me provide. I'm sure that I am not the only one with a digital subscription to either publication. BT Events is our calendar function on our Experience Fairfield website. Again, it is a recurring monthly charge, for which we neither get an invoice or receipt. Menlo Park is for a paid advertisement on Instagram to promote various community events. Again, we have not been provided an invoice or receipt or been able to download anything on the back end of our social media accounts to attach to the voucher. We provide a detailed description of the charge and as much back-up as we can, but not entirely sure what more we can do in these instances.

Mark

From: Schmitt, Jared <JSchmitt@fairfieldct.org>

Sent: Tuesday, June 27, 2023 4:54 PM

To: Barnhart, Mark < MBarnhart@fairfieldct.org> **Cc:** Simpson, Cathleen < CSimpson@fairfieldct.org>

Subject: AMEX Reconciliation

Hi Mark,

I received your April and May AMEX reconciliation vouchers. Please note the following:

- Your packet is missing receipts for: Hearst Media, BT Events, New York Times, and Menlo Park (Facebook?). Please submit those receipts.

Let me know if you have questions.

Thanks,

Jared Schmitt

Chief Fiscal Officer

Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824

203.256.3032

From:

Simpson, Cathleen

Sent:

Tuesday, June 20, 2023 1:39 PM

To:

Hurley, William

Subject: Attachments: HR Review John Chizmadia back up Engineering.pdf

Hi Bill,

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase due to lack of training and/or sufficient notice, we are seeking that information from those prior submissions that may be unclear. We recognize that the Finance Department approved these purchases. Accordingly, there is no presumption that of misconduct; however, we are seeking more detail from Town credit card holders for our report and to ensure proper purchases were made.

As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason. As the one who prepares the reconciliation reports for this department, could you kindly identify the business purpose for the items listed below. I have attached back up as well to assist you with this request. If these purchases were personal, then we will follow up with this employee and his union representative.

- 12/14/20 ZCM Cold remedy \$12.79 CVS
- 6/17/21 Walgreens \$14.99 cold remedy \$14.99
- 12/14/20 \$40.78 Staples
- 12/21/20 combination snow shovel Home Depot \$12.98
- 7/11/22 BJ's receipt \$32.96-nothing is itemized
- 6/28/22Walgreens: Alcohol squares, Tylenol, Ricola, FSA, Coppertone \$31.41

You are not required to provide detailed responses. For instance responses such as "meeting", "training", "office supplies", "subscription related to Town business" suffice.

This employee seems to have a pattern of charging pharmaceutical items such as allergy/cold medication, cough drops and Coppertone.

Please do not hesitate if you have any questions or need further clarification. Thank you for your assistance with this matter. I note you are out of the office until 6/23 so we can follow up upon your return.

Cathleon M. Gimpson
Suman Resources Director
Town of Fairfield
Sultivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

RECONCILIATION VOUCHER

DEPARTMENT		Š	En	ine	eng	W, Man	4 Hurley
*				- 1		882	
DATE:	a 2≱	*	F	cb 5	2021	(Jan	B, 11)

*	ACCOUNT	AMOUNT	155 89
Comm	5.07 - 55300	\$1.00	WH
Ed/men	507 - 58100	\$ 285.00	WH >
Ed/men	507 - 58100	\$ 25.00	WH
Rofeq.	507- 54310	\$ 240.00.	WH
5D5	507-56140	\$ 87.04	JC
	30 at		
90.5			
		2 2 28	
		\mathcal{J}	120
5 30 Vai			

TOTAL 551,00

APPROVED FOR PAYMENT BY: William this

AMEX DETAIL STATEMENT ATTACHED (105 mg Jon 13: 2021

RECONCILIATION VOUCHER

DEPARTMEN	T:	e II	Engineering	02	, W
*	35			n	0.0
DATE:	56	#5 85	7/20/21	۰	
	1.005		100		52

ACCOUNT		AMOUNT			*
507-55300	5	\$ 1.00		1 wit (last peopl
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•	•				520
		ii.	* •		¥ 4.
					0 to 20

TOTAL \$ 1.00 WI

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED While

RECONCILIATION VOUCHER

DEPT:	ENGINEERING - BILL HURLEY	
	- V.	
DATE:	August 25, 2022	

8	1.00
3	1.00
	0000000

TOTAL: \$

2.00

July

APPROVED FOR PAYMENT BY:

Willen King

AMEX DETAIL STATEMENT ATTACHED



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For JOHN G CHIZMADIA TOWN OF FAIRFIELD Account Number XXXX-XXXXX2-71002

Closing Date 01/13/21

Page 1 of 2

Previous Balance \$ New Charges \$ Other Debits \$ Payments \$ Other Credits \$ Due \$ Do Not Pay

59.20 87.04 0.00 59.20 0.00 87.04 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity	Date reflects either transaction or posting date

Card Nu	ımber XXXX-XXXXX2-71002		Reference Code	Amount \$
12/22/20	CORPORATE REMITTANCE RECEIVED	12/22		-59.20
12/15/20	CVS/PHARMACY #00133 FAIRFIELD REF# 10036227 8007467287 PHARMACIES ROC NUMBER 10036227	CT 12/14/20	10036227000	12.79
01/05/21	CVS/PHARMACY #00133 FAIRFIELD REF# 10012311 8007467287 PHARMACIES ROC NUMBER 10012311	CT 01/04/21	10012311000	11.49
12/15/20	STAPLES 00158 FAIRFIELD 000214857 00158000214857 06824 2021 AAG MNTH PLNMO WAL 20X30 RY21 AAG HARMONY RFL MNTH 8X11 ROC NUMBER 000214857 TAX	CT 12/14/20 \$15.79	00021485700	49.78
12/22/20	THE HOME DEPOT #6206 FAIRFIELD REF# 12210620604 800-654-0688	CT 12/21/20	12210620604	12.98
Total for	r JOHN G CHIZMADIA		New Charges/Other Debits Payments/Other Credits	87.04 -59.20

Do not staple or use paper clips

Payment Coupon

Account Number Enter 15 digit account 3787-333362-71002 number on all payments.

JOHN G CHIZMADIA TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.



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♥CVSpharmacy®

700 POST ROAD FAIRFIELD, CT 06430 203,255.1089

REG#03 TRN#6227 CSFR#1916849 STR#133

Helped by: JULIAN

ExtraCare Card #: ******7448

F 1 ZCM CLDREM CHRY TE 25CT 12.79N
ORIGINAL PRICE
COUPON SAVINGS 2.00 -

CHANGE

.00



3500 1330 3496 2270 37
Returns with receipt, subject to
CVS Return Police, thru 02/12/2021
Refund amount is based on price
after all coupors and discounts.

DECEMBER 14, 2020

3:25 PM

TRIP SUMMARY:

Today You Saved Savings Value 2,00

F=FLEXIBLE SPENDING ACCT SUMMARY (FSA) Health Care Elisible Total 12.79

 Your origi as t \$5(\$5(

idtiw sə əd

7 Staples

1201 Kings Highway Fairfield, Cl 06432 (203) 579 4051

SALE

1030464 8 002 14857 0158 12/14/20 10:00 PRICE

OTY SKU

REMARKIS NUMBER 349G291729 2021 AAG MNTH PLNM

0385/6226h14

RY21 AAG HARMONY R

33.99N

038576261316

15.79N

SUBTOTAL

49.78

Tax Exempt Number 3496291729

TOTAL

\$49.78

AMERICAN EXPRESS

USD\$49.78

Card No. : XXXXXXXXXXXXX1002 [C] Chip Read

Auth No.: 849553

AID.: 4000000025010801

TOTAL ITEMS

Dotivence without a ronaint: If you don't have your receipt.

as used in the original transaction. Cash and check refunds over \$500 will be made by corporate check. Generally, refunds will be made in the same method of payment Original packaging and in compliance with our full Return Policy. 9rit ritiw noitibnoo sidaslas ni benrutet be returne sandina some naine de lecinimo oi hac acincaraca lecinimo contra la la transferia concellama oi hac acincaraca lecinimo contra la transferia concellama contra la transferia contra
be exchanged for the same title and version. Within 14 days of the date of receipt. Open software can only Technology and furniture items may only be returned or exchanged Refund policy: Office Supplies may be returned at any time.

Technology and furniting items may not be returned at any time.

Easy returns.



STORE MANAGER JACK CRUZ (203)254-3888 JACK O CRUZOHOMEDEPOT COM

6206 00005 82155 12/21/20 01:59 PM SALE CASHIER VERONICA

842470124516 18 IN. COMBI <A> 12.98N 18 IN. COMBINATION SNOW SHOVEL /PUSHE

> SUBTOTAL 12.98 SALES TAX 0.00

TAX EXEMPT

TOTAL

\$12.98

USD\$ 12.98

AUTH LODE 848446/2050472 Chip Read TA

Chip Read ATD A00000002501080 AMERICAN EXPRESS



RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
1 180 05/19/2021

Due to COVID-19, we have extended our returns policy for most items.
Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 170805 164604 PASSWORD: 20621 164599

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For JOHN G CHIZMADIA TOWN OF FAIRFIELD

Account Number XXXX-XXXXX2-71002

Closing Date 07/13/21

Page 1 of 2

Previous Balance \$ New Charges \$ Other Debits \$ Payments \$ Other Credits \$ Due \$ Do Not Pay

302.93 14.99 0.00 302.93 0.00 14.99 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity Date reflects either transaction or posting date

Card Nu	ımber XXXX-XXXXX2-71002		Reference Code	Amount \$
06/24/21	CORPORATE REMITTANCE RECEIVED	06/24		-302.93
06/17/21	WALGREENS #16080 000 FAIRFIELD REF# 99999991168 8002892273 PHARMACIES ROC NUMBER 9999999116800010	CT 06/16/21	99999991168	14.99

Total for JOHN G CHIZMADIA

New Charges/Other Debits Payments/Other Credits 14.99 -302.93

Do not staple or use paper clips Payment Coupon

Account Number Enter 15 digit account 3787-333362-71002 number on all payments.

JOHN G CHIZMADIA TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.

Walgreens

#16080 414 KINGS HWY E FAIRFIELD, CT 06825 203-336-3551

463

1033 0071 06/16/2021 2:01 PM

ZICAM CLD RMDY RAPIDMLT CHRRY 25S FSA 73221630004 OTC 14.99 RETURN VALUE 14.99

14.99 14.99 841120 AMEX ACCT 1002 AUTH CODE CHANGE .00

All Addresses:5010801 AMERICAN EXPRESS Integrated chip card

TOTAL	FSA ITEMS RX ITEMS FSA AND RX	ITEMS	14.99 0.00 14.99
			6.00

APPROVED FSA/HRA AMOUNT

0.00

THANK YOU FOR SHOPPING AT WALGREENS

GET MORE WITH MYWALGREENS, REDEEM WALGREENS CASH REWARDS FOR SOMETHING EXTRA IN A FUTURE PURCHASE. RESTRICTIONS APPLY. FOR FULL DETAILS SEE MYWALGREENS.COM.

RFN# 1608-0711-0333-2106-1603

RECONCILIATION VOUCHER

DEPT:	ENGINEERING - JOHN CHIZMADIA			
DATE:	August 25, 2022			

ACCOUNT	AMO	DUNT
5070-561 4 0	\$	405.58
Statement Jun14-Jul13		

Spel Dept Supplies
56140

TOTAL: \$ 405.58

APPROVED FOR PAYMENT BY:

wee

AMEX DETAIL STATEMENT ATTACHED



40 Black Rock Turnpike Fairfield, CT Club Mar. Ryan Flores

ub:31 Reg:86 Trans:2002 shier:806 07/11/22 02:40pm

MEMBERSHIP ID. 19341676974 MEMBERSHIP EXPIRES ON 04/23 ***

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32.99 T 20GALTOTE2PK 8295 2.00-T CCPN-20GALTO 28742 30.99 *** SUBTOTAL T 6.35% Tax 1.97 32.96 **** TOTAL

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irchase 00 APPROVED

JTH 804136

ERMINAL NUMBER 7807303186

7/11/22 02:41pm 31 86 2002 806

1ERICAN EXPRESS

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32.96 American Express 0.00 CHANGE

OTAL ITEMS=

of purchase, Englants must be to se older to enter. See complete rules on website. No purchase necessary.

tails for Order #112-2362615-4477010 Print this page for your records.

2615-4477010

Shipped on June 30, 2022

Price

or Wall - 48 x 36 inch Wall Mounted Magnetic Whiteboard Large - Ideal for \$59.99 ects - Kids Dry Erase Board with Magnetic Eraser & Pen and (seller profile)

NEERING DEPT

Payment information

Item(s) Subtotal: \$59.99

Shipping & Handling: \$0.00

Grand Total: \$63.80

Total before tax: \$59.99 Estimated tax to be collected: \$3.81

INEERING DEPT

AmericanExpress ending in 1002: June 30, 2022: \$63.80

the status of your order, return to Order Summary.

f Use | Privacy Notice © 1996-2022, Amazon.com, Inc. or its affiliates

Dalgreens

#16080 414 KINGS HWY E FAIRFIELD, CT 06825 203-336-3551 for Order #112-2147204-9; rint this page for your records.

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RFN# 1608-0210-9811-2206-2803

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Tuesday, June 27, 2023 9:54 AM

To:

Hurley, William

Cc:

Ritchey, Peter; Courtemanche, Joanne; Schmitt, Jared; Saxl, Concetta

Subject:

RE: HR Review John Chizmadia

Attachments:

Code of Conduct Policy.pdf

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Thanks for the explanation and understanding.

Best,

Cathleen

From: Hurley, William < WHurley@fairfieldct.org>

Sent: Sunday, June 25, 2023 9:50 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org >

Cc: Ritchey, Peter < PRitchey@fairfieldct.org>; Courtemanche, Joanne < JCourtemanche@fairfieldct.org>; Schmitt, Jared

<JSchmitt@fairfieldct.org>

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Cc: Ritchey, Peter < PRitchey@fairfieldct.org>; Courtemanche, Joanne < JCourtemanche@fairfieldct.org>;

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Risk Management

We only are required to provide items in first aid kits required by OSHA. Occupational Health and Safety Administration regulations don't prohibit OTC medications, and while American National Standard Institute minimum requirements for workplace first-aid kits and supplies don't include OTC medications, analgesics are included in a list of optional items. Despite this, the Town must think twice before supplying OTC medications. Good intentions may unintentionally expose the Town to potential liability.

Regardless of the fact that OTC medication is readily available on the retail market, it's still powerful medication and can have unintended side effects. Because everyone's physiology is different, some may be allergic to certain OTC medications, some may suffer a degree of lethargy despite the absence of ingredients that commonly cause drowsiness and some may get

sicker after taking OTC medications than they were before. It's possible that supplying OTC medications can lead to workplace accidents or make it unwise for an employee to drive home the end of the day.

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- 5. Runny nose
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- 5. Diarrhea
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It's also important to consider potential legal liability. First, supplying any type of OTC medication may seem to an employee as if you're expecting the employee to take medication to keep the employee working or to prevent the employee from leaving work because the employee is in pain or feeling ill. It's possible this could at some point become the basis of a liability. Another thing to consider is the Town could face potential legal actions if an employee gets sicker or has a reaction after taking OTC medication supplied by your Department.

Going Forward

I would recommend issuing notice to your credit card holders that purchasing first aid items and sun-screen are not permitted under the Card Holder Policy. Such purchases should be made through WB Mason or they can take what they need from the Town first aid kit located in Sullivan Hall. Purchases of OTC pharmaceuticals other than what it provided by the Town's first aid kit are not authorized as they are considered personal in nature. Staff should also be advised that no one should be taking any substance, including OTC medication, that makes them unfit for duty, such as causing drowsiness.

I hope this explanation helps and thank you again for your prompt response, particularly as being away from the office.

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Subject: Re: HR Review John Chizmadia

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Cathleen H. Qimpson Human Resources Director Town of Fairfield Gultivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

back up Engineering.pdf>

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Tuesday, June 27, 2023 10:02 AM

To:

Fitzgerald, Jude

Subject:

FW: HR Review John Chizmadia

Attachments:

Code of Conduct Policy.pdf

Hi Jude,

FYI-in case this employee contacts you. Bill as the Department Head signed off on this and gave him permission to buy the over the counter medication so there is no disciplinary action. However, he will be informed by Bill to cease purchasing such items and this may result at some point of the credit card being returned as this employee makes very few purchases other than the over the counter medication.

Best,

Cathleen

From: Simpson, Cathleen

Sent: Tuesday, June 27, 2023 9:54 AM

To: Hurley, William < WHurley@fairfieldct.org>

Cc: Ritchey, Peter < PRitchey@fairfieldct.org>; Courtemanche, Joanne < JCourtemanche@fairfieldct.org>; Schmitt, Jared

<JSchmitt@fairfieldct.org>; Saxl, Concetta <CSaxl@fairfieldct.org>

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Cathleen F. Gimpson
Human Resources Director
Town of Fairfield
Gullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

<back up Engineering.pdf>

TOWN OF FAIRFIELD AMERICAN EXPRESS RECONCILIATION VOUCHER - 2023

Please complete both pages

VENDOR*	5070 -	AMOUNT (PRIOR EMAIL APPROVAL FOR PURCHASES \$1,000 OR MORE MUST BE ATTACHED TO THIS FORM)	ITEMIZED PURCHASE & JUSTIFICATION*
AMAZON	56140	287.13	50" T.V.
AMAZON	56140	35.08	IN WALL MOUNT
AMAZON	56140	6.37	I Phone Scroen Protoc
AMAZON	56140	37.191	Now Slip Shoes
*			
		15,634	
			+1
			No.
			all ay and
			0 600
	TOTAL	\$ 36577	lui

PAGE 1 OF 2

UPDATED FEBRUARY 2023

JUSTIFICATION REQUIRED:

- DESCRIPTION OF PRODUCT, PURPOSE, WHY THE ITEM WAS ORDERED ON THE CREDIT CARD RATHER
 THAN THROUGH THE PURCHASING/BIDDING PROCESS OR A PINK VOUCHER. FOR TRAVEL, MEETINGS
 AND MEALS, PLEASE REFER TO THE NECESSARY REQUIRED INFORMATION OUTLINED ON YOUR SIGNED
 CREDIT CARD POLICY AND COMPLETE THE ATTACHED MEETING & MEAL BACKUP IF APPROPRIATE...
- IF ANY OF THE ABOVE INFORMATION IS NOT INCLUDED, THE RECONCILIATION VOUCHER WILL BE RETURNED TO THE CARDHOLDER FOR IMMEDIATE COMPLETION.
- ALL SALES RECEIPTS MUST BE INCLUDED WITH THIS VOUCHER.
- IF THE TOWN PAYS THE INVOICE PRIOR TO THE SUBMISSION OF JUSTIFICATION DETAILS AND RECEIPT/BACKUP, THE CARDHOLDER MAY BE SUBJECT TO DISCIPLINE, UP TO AND INCLUDING TERMINATION, LOSS OF CREDIT CARD PRIVILEGES AND/OR REPAYMENT TO THE TOWN FOR THE PURCHASE(S), OR OTHER LEGAL ACTION.

I ATTEST THAT NONE OF THESE PURCHASES HAVE BEEN SPLIT TO AVOID TOWN BIDDING AND/OR APPROVAL REQUIREMENTS, NOR DO ANY OF THESE PURCHASES CIRCUMVENT PROPER PURCHASING POLICIES.

CARDHOLDER:

DATE:

APPROVED FOR PAYMENT BY:

DEPARTMENT HEAD: William

DATE: 5/18/

(OR CFO IF CARDHOLDER IS A DEPARTMENT HEAD)

(THE ABOVE TWO SIGNATURES ARE REQUIRED)

OVERLAPPING POLICIES AND RULES:

TOWN TRAVEL & MEETING POLICY, PURCHASING POLICY, FRAUD POLICY, ETHICS POLICY, EMPLOYEE OATH, CHARTER

PAGE 2 OF 2

UPDATED FEBRUARY 2023

TOWN OF FAIRFIELD AMERICAN EXPRESS RECONCILIATION VOUCHER - 2023

Please complete both pages

VENDOR*	ACCOUNT	AMOUNT (PRIOR EMAIL APPROVAL FOR	ITEMIZED PURCHASE & JUSTIFICATION*	
DATE OF AMEX STA	~	DATE SUBMIT	TED: 5-18-2=	3 7
DEPARTMENT / NA	ME OF CARDHOLDER:	manlessino?	= Wool Chizma	1.0

VENDOR*	507D-	AMOUNT (PRIOR EMAIL APPROVAL FOR PURCHASES \$1,000 OR MORE MUST BE ATTACHED TO THIS FORM)	ITEMIZED PURCHASE & JUSTIFICATION*
AMAZON	56140	287.13	50" T.V.
AMAZON	56140	35.08	IN WALL MOUNT
AMAZON	56140	6.37	Phone Screen Protector
AMAZON	56140	37.191	ENON SI: PShoes
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			-
		-5:	
H			
			May So
			of lay out
		\$ 3150 %	
	TOTAL	# 365.79	- Jew



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/gopaperless

Prepared For JOHN G CHIZMADIA TOWN OF FAIRFIELD

Account Number XXXX-XXXXX2-72000

Closing Date 05/14/23

Page 1 of 2

New Charges \$ Previous Balance \$ Other Debits S Payments \$ Other Credits S 112.63 365.77 0.00 112.63 0.00

Balance Due \$ Do Not Pay For important information regarding your account efer to page 2,

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Card Number XXXX-XXXXX2-72000 Reference Code			Amount \$
04/26/23	CORPORATE REMITTANCE RECEIVED 04/26		-112.63
05/01/23	CLDTKN AMAZON.COM*HM1DN81T1 AMZN.COM/BILL 70VT2QHVF 114-2581498-5538698109 04/27/23 ROC NUMBER 70VT2QHVFQ7F TAX	W	287.13
04/16/23	CLDTKN AMZN MKTP US*HJ5F32Y AMZN.COM/BILL O01CB9UKN 114-4803771-9627498109 04/14/23 ROC NUMBER 001CB9UKNDKG TAX	\$17.14 \$2.22	37.19
04/30/23	CLDTKN AMZN MKTP US*HM4FA3J AMZN.COM/BILL 6VV2CZVH1 114-5018171-0751498109 04/29/23 ROC NUMBER 6VV2CZVH12UU TAX	\$2.09	35.08
04/17/23	CLDTKN AMZN MKTP US*HV5GH13 AMZN.COM/BILL 46YN2YT5C 114-1469928-8238698109 04/17/23 ROC NUMBER 46YN2YT5C2UF TAX	W \$0.38	6.37

otal for JOHN G CHIZMADIA

New Charges/Other Debits Payments/Other Credits

365.77

Do not staple or use paper clips

Payment Coupon



Account Number Enter 15 digit account 00 number on all payments.

JOHN G CHIZMADIA TOWN OF FAIRFIELD 725 OLD POST RD **FAIRFIELD**

CT 06824-6689 See reverse side for instructions on how to update your address, phone number, or email.

JUSTIFICATION REQUIRED:

- DESCRIPTION OF PRODUCT, PURPOSE, WHY THE ITEM WAS ORDERED ON THE CREDIT CARD RATHER
 THAN THROUGH THE PURCHASING/BIDDING PROCESS OR A PINK VOUCHER. FOR TRAVEL, MEETINGS
 AND MEALS, PLEASE REFER TO THE NECESSARY REQUIRED INFORMATION OUTLINED ON YOUR SIGNED
 CREDIT CARD POLICY AND COMPLETE THE ATTACHED MEETING & MEAL BACKUP IF APPROPRIATE...
- IF ANY OF THE ABOVE INFORMATION IS NOT INCLUDED, THE RECONCILIATION VOUCHER WILL BE RETURNED TO THE CARDHOLDER FOR IMMEDIATE COMPLETION.
- ALL SALES RECEIPTS MUST BE INCLUDED WITH THIS VOUCHER.
- IF THE TOWN PAYS THE INVOICE PRIOR TO THE SUBMISSION OF JUSTIFICATION DETAILS AND RECEIPT/BACKUP, THE CARDHOLDER MAY BE SUBJECT TO DISCIPLINE, UP TO AND INCLUDING TERMINATION, LOSS OF CREDIT CARD PRIVILEGES AND/OR REPAYMENT TO THE TOWN FOR THE PURCHASE(S), OR OTHER LEGAL ACTION.

I ATTEST THAT NONE OF THESE PURCHASES HAVE BEEN SPLIT TO AVOID TOWN BIDDING AND/OR APPROVAL REQUIREMENTS, NOR DO ANY OF THESE PURCHASES CIRCUMVENT PROPER PURCHASING POLICIES.

CARDHOLDER:

DATE:

APPROVED FOR PAYMENT BY:

DEPARTMENT HEAD:

William Kines

DATE: 5/18/23

(OR CFO IF CARDHOLDER IS A DEPARTMENT HEAD)

(THE ABOVE TWO SIGNATURES ARE REQUIRED)

OVERLAPPING POLICIES AND RULES:

TOWN TRAVEL & MEETING POLICY, PURCHASING POLICY, FRAUD POLICY, ETHICS POLICY, EMPLOYEE OATH, CHARTER



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

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Prepared For JOHN G CHIZMADIA TOWN OF FAIRFIELD

Account Number XXXX-XXXXX2-72000

Closing Date 05/14/23

Page 1 of 2

New Charges \$ Previous Balance \$ Other Debits \$ Payments \$ Other Credits \$ 112.63 365.77 0.00 112.63 0.00 Balance Do Not Pay Due \$ For important information regarding your account efer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity	Date reflects either transaction or posling date
----------	--

Card Nu	Imber XXXX-XXXXX2-72000	Reference Code	Amount \$
04/26/23	CORPORATE REMITTANCE RECEIVED 04/2	5	-112.63
05/01/23	CLDTKN AMAZON.COM*HM1DN81T1 AMZN.COM/E 70VT2QHVF 114-2581498-5538698109 04/2 ROC NUMBER 70VT2QHVFQ7F TAX		287.13
04/16/23	CLDTKN AMZN MKTP US*HJ5F32Y AMZN,COM/E O01CB9UKN 114-4803771-9627498109 04/14 ROC NUMBER O01CB9UKNDKG TAX		37.19
04/30/23	CLDTKN AMZN MKTP US*HM4FA3J AMZN.COM/E 6VV2CZVH1 114-5018171-0751498109 04/29 ROC NUMBER 6VV2CZVH12UU TAX		35.08
04/17/23	CLDTKN AMZN MKTP US*HV5GH13 AMZN.COM/E 46YN2YT5C 114-1469928-8238698109 04/11 ROC NUMBER 46YN2YT5C2UF TAX		6.37

Total for JOHN G CHIZMADIA

New Charges/Other Debits Payments/Other Credits

365.77 -112.63

Do not staple or use paper clips Payment Coupon

Enter 15 digit account number on all payments.

JOHN G CHIZMADIA TOWN OF FAIRFIELD 725 OLD POST RD **FAIRFIELD**

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.

Final Details for Order #114-2581498-5538639 Print this page for your records.

Order Placed: April 27, 2023

Amazon.com order number: 114-2581498-5538639

Order Total: \$287.13

Shipped on May 1, 2023

Items Ordered

Price

1 of: TCL 50" Class 4-Series 4K UHD HDR Smart Roku TV - 50S455 2022, Black

\$269.99

Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

John Chizmadia 725 OLD POST RD SULLIVAN INDEPENDENCE HALL / ENGINEERING DEPT FAIRFIELD, CT 06824-6684 United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

American Express | Last digits: 2000

Item(s) Subtotal: \$269.99

Shipping & Handling:

Billing address

John Chizmadia

725 OLD POST RD

SULLIVAN INDEPENDENCE HALL / ENGINEERING DEPT

FAIRFIELD, CT 06824-6684

United States

\$0.00

Total before tax: \$269.99

Estimated tax to be collected: \$17.14

Grand Total: \$287.13

Credit Card transactions

AmericanExpress ending in 2000: May 1, 2023:\$287.13

To view the status of your order, return to Order Summary.

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Final Details for Order #114-6211738-3118643 Print this page for your records.

Order Placed: April 19, 2023

Amazon.com order number: 114-6211738-3118643

Order Total: \$37.21

Shipped on April 20, 2023

Items Ordered **Price**

1 of: Pujcs Running Shoes for Men Tenis para Hombres Non Slip Shoes Workout Sports \$\, \$34.99 Fitness Walking Jogging Teens Jogger Lightweight Exercise Man Gym Athletic Tennis

Sneakers Black 12

Sold by: Pujcs-Selection (seller profile)

Condition: New

Shipping Address:

John Chizmadia 273 PRISCILLA ST BRIDGEPORT, CT 06610-1417 United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

Visa | Last digits: 6451

Item(s) Subtotal: \$34.99

Shipping & Handling: \$0.00

Billing address

John Chizmadia 273 PRISCILLA ST

BRIDGEPORT, CT 06610-1417

United States

Total before tax: \$34.99

Estimated tax to be collected: \$2.22

Grand Total: \$37.21

Credit Card transactions

Visa ending in 6451: April 20, 2023: \$37.21

To view the status of your order, return to Order Summary.

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Final Details for Order #114-5018171-0751435 Print this page for your records.

Order Placed: April 27, 2023

Amazon.com order number: 114-5018171-0751435

Order Total: \$35.08

Shipped on April 30, 2023

Items Ordered **Price**

1 of: PERLESMITH TV Wall Mount for Most 37-82 inch TVs Fits 16"/18"/24" Wood Studs, \$32.99 Tilt Wall Mount TV Bracket Up to 132 lbs, Low Profile Flat TV Mount with Max VESA 600x400mm, PSLTK1

Sold by: PERLESMITH (seller profile) | Product question? Ask Seller

Condition: New

Shipping Address:

John Chizmadia 725 OLD POST RD SULLIVAN INDEPENDENCE HALL / ENGINEERING DEPT FAIRFIELD, CT 06824-6684 **United States**

SULLIVAN INDEPENDENCE HALL / ENGINEERING DEPT

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

American Express | Last digits: 2000

Item(s) Subtotal: \$32.99

Shipping & Handling: \$0.00

Billing address

John Chizmadia

Estimated tax to be collected: \$2.09

Total before tax: \$32.99

Grand Total: \$35.08

FAIRFIELD, CT 06824-6684

United States

725 OLD POST RD

Credit Card transactions

AmericanExpress ending in 2000: April 30, 2023: \$35.08

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2023, Amazon.com, Inc. or its affiliates

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Wednesday, July 19, 2023 4:28 PM

To:

Hurley, William

Cc:

Saxl, Concetta; Marsilio, John; Schmitt, Jared

Subject:

RE: Credit Card Reconciliation May 2023

Thanks Bill. I would recommend for John to submit as revised reconciliation report with the explanation to Finance, but I will let Jared weigh in as perhaps this email and attachment is sufficient. The other issue is he used the Town Amazon Prime account for this purchase on his personal VISA card. He should have his own Amazon account separate from the Town to purchase personal items.

Appreciate the time you spent on this and making it a priority. I know you are up to your eyeballs with work.

Best.

Cathleen

From: Hurley, William <WHurley@fairfieldct.org>

Sent: Tuesday, July 18, 2023 6:55 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Cc: Saxl, Concetta < CSaxl@fairfieldct.org>; Marsilio, John < JMarsilio@fairfieldct.org>; Schmitt, Jared

<JSchmitt@fairfieldct.org>

Subject: RE: Credit Card Reconciliation May 2023

Please see responses below and attachment. Purchases were valid for the Engineering Dept. and were verbally approved by IT Director. There was a sneaker invoice inadvertently submitted and was not a town purchase, not charged with AMEX but with a personal visa card. Unfortunately, there was a similar Town AMEX Amazon purchase, that should have been submitted- please use the correct invoice (submitted/attached) as back up for the AMEX purchase for your records. Let me know if I need to resubmit the AMEX statements. Sincerely, Bill

William Hurley P.E.
Engineering Manager
Fairfield Engineering Department
725 Old Post Road
Fairfield CT 06824
p 203-256-3015

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Monday, July 17, 2023 12:50 PM

To: Hurley, William < WHurley@fairfieldct.org>

Cc: Saxl, Concetta < CSaxl@fairfieldct.org>; Marsilio, John < JMarsilio@fairfieldct.org>; Schmitt, Jared

<JSchmitt@fairfieldct.org>

Subject: Credit Card Reconciliation May 2023

Importance: High

Good Afternoon Bill.

I am following up as part of the credit card investigation for credit card purchases during the Month of May, 2023. Please ensure going forward that credit card holders submitting reconciliation reports to you justify the purchase by identifying the business purpose. You will note that Mr. Chizmadia failed to do so. For the attached reconciliation for John Chizmadia, please provide the following responses at your earliest convenience and thank you very much for your assistance with this:

For the attached purchased, Mr. Chizmadia failed to provide a justification as required by policy for the purchase. The justification should be for legitimate business reasons and not to circumvent purchasing rules or policy.

- Amazon \$287.13 50" TV This TV/monitor is used for Dept. meetings/education sessions and public display of maps and aerial photos which are hard to see on a small screen.
- Amazon \$35.06 Wall mount -item purchased as IT model in stock did not meet Engineering needs as model would have protruded into walkway.
- Amazon \$6.37 IPHONE screen protector For Town Issued phone for Raymond Smith.

What is the justification for the above purchases and why was it not made through IT (see excerpt below from the attached Technology policy, pp. 4-5)? Purchases were discussed with IT Director. In fact IT helped install TV/Monitor.

For each item listed above where is the item located? ON back wall on Engineering office.

What process if any do you have in place to inventory these items? NO as items were less than \$ 1000-2 of the items are in high visibility places, centrally located in the Engineering office.

Was there an alternative means to purchase these items? Several years ago, Purchasing directed Departments to not create purchase orders for purchases under \$ 75. The TV /Monitor could have gone through the Purchasing Requisition process but late fiscal year purchases would only add to workload. Price was deemed reasonable by Eng Manager and IT Director. Intent not to bypass system.

Why was sales tax paid for these items (see attached credit card policy and MOU) – This was employee error But when filling out most on line purchases, there is no slot for tax exempt entry. NOTE- After recent discussion with IT Director, Engineering can have IT director order as he has tax exempt approval/account through Amazon and Best Buy. Then when credit card bill comes in , he has to charge to Engineering Account. He is looking at better methods to improve on this.

• Amazon \$37.19 Non slip shoes - Was a personal purchase that used a person VISA account as stated in receipt. The receipt was incorrectly and inadvertently submitted- see attachment for proper receipt.

What is the justification for the purchase of running shoes? (See Thea language below and further inquiry) NOT a Town purchase AMEX was never used- see receipt.

Why was sales tax paid for this item? Personal purchase- AMEX not used.

Why were the shoes sent to Mr. Chizmadia's home address? Personal Purchase- AMEX not used.

Excerpt from Technology Policy re Purchasing of computer, network, software and related items:

In order to ensure compatibility with existing Town systems, and future support and sustainability, all purchases of computer or network equipment, software systems, application and/or web development services, systems that monitor and/or control Town systems or infrastructure, and any other devices that connect to the computer network are to be approved by Information Technology prior to submission for Town funding, application for grants, or requisition for purchase order. Information Technology, Finance, and Purchasing will evaluate proposed items to identify opportunities to share them across multiple departments, and to ensure that they integrate efficiently and safely and with the Town's financial and technical systems where applicable, maintain a high level information system security (i.e., "cybersecurity"), align with the Town's long term strategic technology goals, and are an effective and efficient use of the Town's financial resources.

THEA CBA language and further inquiry regarding the purchase of the running shoes

Under THEA ARTICLE XXIV-Safety Clothing, Section 24.01:. The Town will pay up to one hundred (\$125.00) by separate check with an original receipt presented to Human Resources, for one pair of safety shoes to inspectors and field workers in the following departments: Assessors, Town Planning & Zoning, Building, Health, Engineering, Sewer, and Conservation Department. Please note that in order for reimbursement the shoes must be bona fide safety shoes, purchased by the employee for reimbursement through HR. It does not allow for purchase with a town credit card. Notwithstanding purchasing rules under the CBA, please explain how these shoes would fall under the safety shoe definition if they are in fact being identified as safety shoes under the CBA?

Cathleen H. Gimpson Human Resources Director Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002 Final Details for Order #114-2581498-5538639 Print this page for your records.

Order Placed: April 27, 2023

Amazon.com order number: 114-2581498-5538639

Order Total: \$287.13

Shipped on May 1, 2023

Items Ordered Price

1 of: TCL 50" Class 4-Series 4K UHD HDR Smart Roku TV - 50S455 2022, Black Sold by: Amazon.com Services LLC

\$269.99

Condition: New

Shipping Address:

John Chizmadia 725 OLD POST RD SULLIVAN INDEPENDENCE HALL / ENGINEERING DEPT FAIRFIELD, CT 06824-6684 United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

American Express | Last digits: 2000

Item(s) Subtotal: \$269.99

Billing address

John Chizmadia

725 OLD POST RD

SULLIVAN INDEPENDENCE HALL / ENGINEERING DEPT

FAIRFIELD, CT 06824-6684

United States

Shipping & Handling: \$0.00

Total before tax: \$269.99

Estimated tax to be collected: \$17.14

Grand Total: \$287.13

Credit Card transactions

AmericanExpress ending in 2000: May 1, 2023:\$287.13

To view the status of your order, return to Order Summary.

Final Details for Order #114-6211738-3118643 Print this page for your records.

Order Placed: April 19, 2023

Amazon.com order number: 114-6211738-3118643

Order Total: \$37,21

Shipped on April 20, 2023

Items Ordered Price

1 of: Pujcs Running Shoes for Men Tenis para Hombres Non Slip Shoes Workout Sports Fitness Walking Jogging Teens Jogger Lightweight Exercise Man Gym Athletic Tennis Sneakers Black 12

Sold by: Pujcs-Selection (seller profile)

Condition: New

Shipping Address:

John Chizmadia 273 PRISCILLA ST BRIDGEPORT, CT 06610-1417 United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

Visa | Last digits: 6451

Item(s) Subtotal: \$34.99

Shipping & Handling: \$0.00

\$34.99

Billing address Total before tax: \$34.99 John Chizmadia

Estimated tax to be collected: \$2,22 273 PRISCILLA ST

BRIDGEPORT, CT 06610-1417

Grand Total: \$37.21 United States

Credit Card transactions

Visa ending in 6451: April 20, 2023: \$37.21

To view the status of your order, return to Order Summary.

Final Details for Order #114-5018171-0751435

Print this page for your records.

Order Placed: April 27, 2023

Amazon.com order number: 114-5018171-0751435

Order Total: \$35.08

Shipped on April 30, 2023

Items Ordered Price

1 of: PERLESMITH TV Wall Mount for Most 37-82 inch TVs Fits 16"/18"/24" Wood Studs, \$32.99 Tilt Wall Mount TV Bracket Up to 132 lbs, Low Profile Flat TV Mount with Max VESA 600x400mm, PSLTK1

Sold by: PERLESMITH (seller profile) | Product question? Ask Seller

Condition: New

Shipping Address:

John Chizmadia
725 OLD POST RD
SULLIVAN INDEPENDENCE HALL / ENGINEERING DEPT
FAIRFIELD, CT 06824-6684
United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

American Express | Last digits: 2000

Item(s) Subtotal: \$32.99

Shipping & Handling: \$0.00

Billing address

John Chizmadia

725 OLD POST RD

Total before tax: \$32.99

Estimated tax to be collected: \$2,09

SULLIVAN INDEPENDENCE HALL / ENGINEERING DEPT

FAIRFIELD, CT 06824-6684

United States

Grand Total: \$35.08

Credit Card transactions

AmericanExpress ending in 2000: April 30, 2023: \$35.08

To view the status of your order, return to Order Summary.

Final Details for Order #114-1469928-8238632 Print this page for your records.

Order Placed: April 17, 2023

Amazon.com order number: 114-1469928-8238632

Order Total: \$6.37

Shipped on April 17, 2023

Items Ordered Price

1 of: TOZO Compatible for iPhone 12 and Compatible for iPhone 12 Pro Screen Protector 3 \$5.99 Pack Premium Tempered Glass 0.26mm 9H Hardness 2.5D Film Easy install 6.1 inch

Condition: New

Shipping Address:

John Chizmadia
725 OLD POST RD
SULLIVAN INDEPENDENCE HALL / ENGINEERING DEPT
FAIRFIELD, CT 06824-6684
United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

American Express | Last digits: 2000

Item(s) Subtotal: \$5.99

Shipping & Handling: \$0.00

Billing address

John Chizmadia 725 OLD POST RD

SULLIVAN INDEPENDENCE HALL / ENGINEERING DEPT

FAIRFIELD, CT 06824-6684

United States

Total before tax: \$5.99

Estimated tax to be collected: \$0.38

Grand Total:\$6.37

Credit Card transactions

AmericanExpress ending in 2000: April 17, 2023: \$6.37

To view the status of your order, return to Order Summary.

Hello Select your address

All - Search Amazon

Amazon Basics

Kids

Hello, sign in

EN Account & Lists

Returns & Orders

Save on school essentials

0

Amazon Fashion

Best Sellers

Women

Customer Service

Luggage

Prime

Today's Deals

Sales & Deals

Music I New Arrivals

New Releases
Our Brands

prime try before you buy



CAMEL CROWN Men's Hiking Sandals Sport Waterproof Sandal Comfortable for Athletic Outdoor Beach Summer...

★★★☆☆ 738

\$3799 **prime**

Save 20% with coupon



Sponsore

Clothing, Shoes & Jewelry > Men > Shoes



Visit the Pujcs Store

Pujcs Non Slip Sneakers for Men Lightweight Breathable Athletic Mens Slip on Running Shoes

Currently unavailable.

We don't know when or if this item will be back in stock.

- · Synthetic sole
- Breathable mesh upper Pujcs mens sneakers with the comfortable mesh upper provides ultra lightweight support and breathability. Can maximizes the upper surface, let your foot always keeps dry and cool. Meanwhile elastic topline is more convenient to put on and take off the sneaker.
- Anti-Slip Sole Anti-skid grooves on the bottom can increase thancee traction and provides impact cushioning, anti-twist, abrasion-resistant and anti-slip perform with the ground. Slip-resistant and safe as excellent mens running shoes.
- Comfortable Insole The mens walking shoes include soft insole, it fits well to protect your ankle, tongues and feet from hurt and absorbs shock. You can walk all day without feeling uncomfortable.
- Occacion suitable for daily, walking, running, indoor, sports, outdoor, travel, exercise, workout, vacation.
- Risk free If you are not satisfied with your purchase, please feel free to contact us.



We don't know when or if this item will be back in stock.
Select delivery location

Add to List

Have one to sell? Sell on Amazon



Chlorine Is My Perfume Swimmers Swim Sport T-Shirt

\$2295 yprime

Sponsored

PS by Paul Smith Men Belt Ps Reflective \$175.00 \(\text{prime} \)

Sponsored

Customers also viewed these products

Page 1 of 9

From:

Simpson, Cathleen

Sent:

Thursday, June 15, 2023 3:13 PM

To:

Dunn, Kyran

Cc:

McCarthy, Denis; Courtemanche, Joanne

Subject:

HR Review

Attachments:

Back Up DC Dunn.pdf

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchase listed below. We are issuing you a **Garrity Warning** as follows as we are seeking information as to the nature of the purchase of a treadmill with a Town issued credit card (see below):

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of the questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
- You are not being questioned for the purpose of instituting criminal proceedings against you.
- During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct in this matter, neither your self-incriminating statements, nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in disciplinary action up to and including dismissal from the Town.

Purchases:

8/1/19 Treadmill Amazon \$1,3999.00

We are seeking to obtain this information by the close of business on Monday, June 19, 2023 but of course will provide additional time should you need it.

Cathleen H. Simpson

Human Resources Director

Town of Fairfield

Sullivan Independence Hall

725 Old Post Road

Fairfield, CT06824

(475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT	0401 - FIRE DEPARTMENT	
DATE:	August 21, 2010	
DAIE.	August 21, 2019	
	ACCOUNT	AMOUNT
	1-110-04010-56140 DONATIONS	1,399.00
,		

TOTAL

1,399.00

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED - Dunn



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For KYRAN V DUNN **TOWN OF FAIRFIELD**

Account Number XXXX-XXXXX7-61006

Closing Date 08/13/19

Page 1 of 2

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Balance Due \$ Do Not Pay
3,387.68	1,399.00	0.00	3,387.68	0.00	1,399,00 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbill or

Call Cust	tomer Service at 1-800-492-4920. V Date reflects either transaction or posling date	, , , , , , , , , , , , , , , , , , , ,		Tyourbin of
	Imber XXXX-XXXXX7-61006		Reference Code	Amount \$
07/22/19	CORPORATE REMITTANCE RECEIVED	07/22		-3,387.68
08/02/19	AMAZON.COM*MA7773TK0 AMZN.COM/BILL 5A67T9QQB 114-9730435-3162698109 ROC NUMBER 5A67T9QQB5WR	WA 08/01/19		1,399.00
Total for	KYRAN V DUNN		New Charges/Other Debits	1,399.00

Payments/Other Credits

-3,387.68

Do not staple or use paper clips Payment Coupon

Account Number Enter 15 digit account 3796-529297-61006 number on all payments.

KYRAN V DUNN TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824-6689

Check here if address, telephone number, or e-mail address has changed. Note changes on reverse side.

Details for Order #114-9730435-3162631 <u>Print this page for your records.</u>

Order Placed: August 1, 2019

Amazon.com order number: 114-9730435-3162631

Order Total: \$1,399.00

Not Yet Shipped

Items Ordered Price

1 of: ProForm Pro 2000 Treadmill Includes a 1-Year iFit Membership (\$396 value) A True \$1,399.00 Club Membership with World-class Personal Training in the Comfort of Your Home

Sold by: Amazon.com Services, Inc.

Condition: New

Shipping Address:

Lieutenant 69 MAIN ST FIRE STATION 4 SOUTHPORT, CT 06890-1322 United States

Shipping Speed:

Scheduled Delivery

Payment information

Payment Method:

American Express | Last digits: 1006

Item(s) Subtotal: \$1,399.00

Shipping & Handling:

\$0.00

Billing address

Kyran Dunn 140 Reef Road Fairfield, CT 06824 United States Total before tax: \$1,399.00

Estimated tax to be collected:

\$0.00

Grand Total: \$1,399.00

To view the status of your order, return to Order Summary.

Amex

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To be delivered to Sta. 4 Thu. Aug. 8 3-6 pm

From: Dunn, Kyran

Sent: Thursday, June 15, 2023 3:27 PM

To: Simpson, Cathleen

Cc: McCarthy, Denis; Courtemanche, Joanne

Subject: RE: HR Review

Attachments: Station 4 Treadmill screen.jpg; Station 4 Treadmill on apparatus floor.jpg

Ms. Simpson,

• This expense was funded out of Fire Department Donation Funds Account 1110-04010-56140.

- It is for a ProForm 2000 Treadmill.
- The Treadmill was delivered to Fire Station 4 on or about Thursday Aug. 8, 2019.
- Attached are pictures sent to me (today) from Lt. Jeff Pinckney of the Treadmill located on the Apparatus floor of Fire Station 4 at 69 Main Street, Southport.

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Thursday, June 15, 2023 3:13 PM **To:** Dunn, Kyran <KDunn@fairfieldct.org>

Cc: McCarthy, Denis < DMcCarthy@fairfieldct.org>; Courtemanche, Joanne < JCourtemanche@fairfieldct.org>

Subject: HR Review

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchase listed below. We are issuing you a **Garrity Warning** as follows as we are seeking information as to the nature of the purchase of a treadmill with a Town issued credit card (see below):

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of the questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
- You are not being questioned for the purpose of instituting criminal proceedings against you.
- During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct in this matter, neither your self-incriminating statements, nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in disciplinary action up to and including dismissal from the Town.

Purchases:

8/1/19 Treadmill Amazon \$1,3999.00

From: Dunn, Kyran

Sent: Thursday, June 15, 2023 3:27 PM

To: Simpson, Cathleen

Cc: McCarthy, Denis; Courtemanche, Joanne

Subject: RE: HR Review

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Sent: Thursday, June 15, 2023 3:13 PM **To:** Dunn, Kyran <KDunn@fairfieldct.org>

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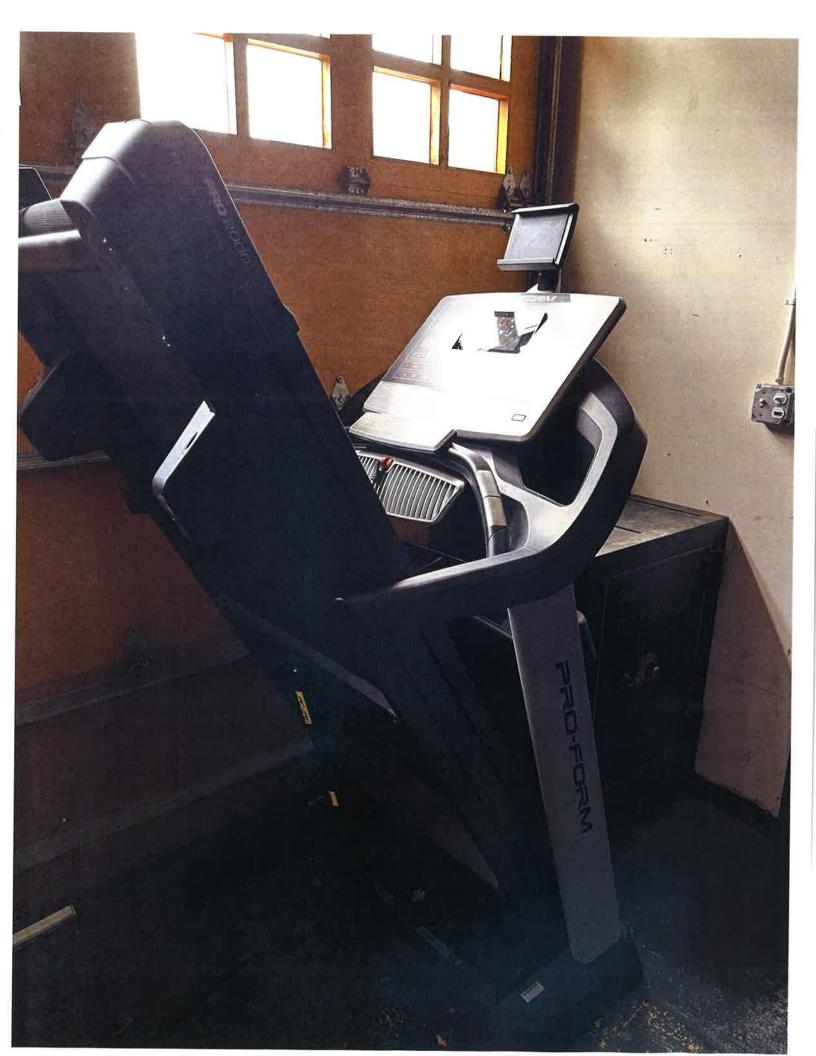
Purchases:

8/1/19 Treadmill Amazon \$1,3999.00

We are seeking to obtain this information by the close of business on Monday, June 19, 2023 but of course will provide additional time should you need it.

Cathleon A. Simpson
Human Resources Director
Town of Fairfield
Sullwan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002





From:

Simpson, Cathleen

Sent:

Thursday, June 15, 2023 11:15 AM

To:

Dunn, Kyran; Gomola, George

Cc:

McCarthy, Denis; Courtemanche, Joanne; 'Eric Chester'; Tuttle, William

Subject:

RE: HR Review

Attachments:

Back up AC Gomola.pdf

Please disregard the previous attachment for back up as it was incomplete. The one attached to this email should be the one for review. I apologize for any inconvenience.

From: Simpson, Cathleen

Sent: Thursday, June 15, 2023 11:09 AM

To: Dunn, Kyran <KDunn@fairfieldct.org>; Gomola, George <GGomola@fairfieldct.org>

Cc: McCarthy, Denis < DMcCarthy@fairfieldct.org>; Courtemanche, Joanne < JCourtemanche@fairfieldct.org>; 'Eric

Chester' <ericchester@fdclawoffice.com>; Tuttle, William <WTuttle@fairfieldct.org>

Subject: HR Review

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- 12/27/18 International ASSN- Farifax VA \$249.00
- 1/15/19 International Assn-F Fairfax \$249.00
- 7/30/20 Athletic & Perfor Cranston \$424.00
- 12/24/20/12/31/20 NSCA recertification for National Strength and Conditioning Assoc \$50.00/\$45.00
- 12/15/20 SPUD Inc \$278.71
- 7/30/21 Globe Equipment \$133.24
- 6/16/22 Globe Equipment \$15.51
- 7/10/22 Wheels propane exchange \$26.99

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representatives who may assist you if you so choose with this matter.

Cathleen H. Simpson Luman Resources Director Town of Fairfield Sultivan Independence Hall

From:

Simpson, Cathleen

Sent:

Thursday, June 15, 2023 11:09 AM Dunn, Kyran; Gomola, George

To: Cc:

McCarthy, Denis; Courtemanche, Joanne; 'Eric Chester'; Tuttle, William

Subject:

HR Review

Attachments:

Back up G Gomola.pdf

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- 1/15/19 International Assn-F Fairfax \$249.00
- 7/30/20 Athletic & Perfor Cranston \$424.00
- 12/24/20/12/31/20 NSCA recertification for National Strength and Conditioning Assoc \$50.00/\$45.00
- 12/15/20 SPUD Inc \$278.71
- 7/30/21 Globe Equipment \$133.24
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Cathleen H. Gimpson
Suman Resources Director
Town of Fairfield
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0401 - FIRE DEPARTMENT		
DATE:	January 15, 2019		
	ACCOUNT	AMOUNT	
	1-010-04010-58100	249.00	

TOTAL

249.00

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED - Gomola



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/checkyourbill

Prepared For GEORGE GOMOLA TOWN OF FAIRFIELD

Account Number XXXX-XXXXX1-01002 Closing Date 01/13/19

Page 1 of 3

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Balance Due \$ Do Not Pay
0.00	249.00	0.00	0.00	0.00	249.00 For important information regarding your account
					refer to page 2

See Pag	ge 3 for an important change to	the Late Fee ass	sessment.	
For your	records only - do not pay.			
For assistant Custon		count, contact us	at www.americanexpress.com/check	yourbill or
Card Nu	mber XXXX-XXXXX1-01002		Reference Code	Amount \$
12/27/18	INTERNATIONAL ASSN-F FAIRFAX REF# H1AA7DACC FAIRFAX	VA 12/27/18		249.00
Total for	GEORGE GOMOLA		New Charges/Other Debits	249 00

W Charges/Other Debits Payments/Other Credits

249.00

Do not staple or use paper clips **Payment Coupon**

Account Number Enter 15 digit account number on all payments.

GEORGE GOMOLA TOWN OF FAIRFIELD 140 REEF ROAD **FAIRFIELD**

CT 06824-5918 Check here if address, telephone number, or e-mail address has changed. Note changes on reverse side.

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0401 - FIRE DEPARTME	ENT
DATE:	July 20	0, 2022
	ACCOUNT	AMOUNT
	01004010-53200	16.51
	01004010-56110	29.09
	01004010-54150	26.99

TOTAL

72.59

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED - Gomola





Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For **GEORGE GOMOLA** TOWN OF FAIRFIELD

Account Number XXXX-XXXXX1-01002

Closing Date 07/13/22

Page 1 of 2

0.00			ayments \$ 0	ther Credits \$	Due \$ Do Not Pay
0.00	2.59	0.00	0.00	0.00	72.59 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Date reflects either transaction or posting date Activity

Card Nu	umber XXXX-XXXXX1-01002		Reference Code		Amount \$
06/17/22	GLOBE EQUIPMENT INC BRIDGEPORT REF# 73011002167 CC@GLOBEEQUIPM	CT EN 06/16/22	73011002167	54320	BY C 16.51
06/17/22	THE HOME DEPOT #6206 FAIRFIELD REF# 06160620626 800-654-0688	CT 06/16/22	06160620626	7 () # 0	0 (C) 5 Supple 3
07/10/22	WHEELS #177 CITGO 00 FAIRFIELD REF# 9A05011 203-255-1361 GAS/MSC97 05111443	CT 07/10/22		- 0	26.99
	ROC NUMBER 9A05011			541150 fu	p1 x10b

Total for GEORGE GOMOLA

New Charges/Other Debits Payments/Other Credits

72.59 0.00

Do not staple or use paper clips

Payment Coupon

Account Number Enter 15 digit account number on all payments.

GEORGE GOMOLA TOWN OF FAIRFIELD 140 REEF ROAD **FAIRFIELD**

CT 06824-5918 See reverse side for instructions on how to update your address, phone number, or email.



300 Dewey Street Bridgeport CT 06605 203-367-6611 · 800-972-4972 Sales@ GlobeEquipment.com

Visit us on the web at GlobeEquipment.com

SHOWROOM PICKUP

SHOWROOM PICKUP#	DATE
CS97950	06/16/22

BILL TO:

SHIP TO:

FAIRF-5

TOWN OF FAIRFIELD/FIRE FINANCE DEPARTMENT 725 OLD POST ROAD FAIRFIELD CT 06824

FIRE DEPT HEADQUARTERS TOWN OF FAIRFIELD 140 REEF ROAD FAIRFIELD CT 06824

TOTAL DUE

16.51

PAID: AMER. EXPRESS YOU WERE ASSISTED TODAY BY BERNIE ALVES REDEEM LIME & SCALE 4/1GAL 16.51T 16. STA.2 AC GOMOLA AMEX SUBTOTAL 16.51T 16. 16.51T 16. 16.51T 16. 16.51T 16. 16.51T 16. 16.51T 16.						
QUANITY ITEMNUMBER DESCRIPTION UNIT PRICE TOTAL 1 gal SIM EC309004 REDEEM LIME & SCALE 4/1GAL 16.51T 16. STA.2 AC GOMOLA ÂMEX PAID: AMER.EXPRESS YOU WERE ASSISTED TODAY BY BERNIE ALVES SUBTOTAL TAX	YOUR I	URCHASE ORDER NUMBER	SALESMEN	SHIPPED VIA	PAYMENT TE	RMS
1 gal SIM EC309004 REDEEM LIME & SCALE 4/1GAL 16.51T 16. STA.2 AC GOMOLA AMEX PAID: AMER. EXPRESS YOU WERE ASSISTED TODAY BY BERNIE ALVES TAX			12	PICK-UP		
STA.2 AC GOMOLA ÁMEX PAID: AMER. EXPRESS YOU WERE ASSISTED TODAY BY BERNIE ALVES SUBTOIAL TAX	QUANTITY	ITEM NUMBER		DESCRIPTION	UNIT PRICE	TOTAL
PAID: AMER.EXPRESS SUBTOTAL 16.5	1 gal	SIM EC309004			16.511	16.51
YOU WERE ASSISTED TODAY BY BERNIE ALVES TAX		9	AC GON	HOLA AMEX		
YOU WERE ASSISTED TODAY BY BERNIE ALVES TAX						
YOU WERE ASSISTED TODAY BY BERNIE ALVES TAX						
YOU WERE ASSISTED TODAY BY BERNIE ALVES	PAID: AMER.	EXPRESS		SUBTOTAL		16.51
LECEIVEDBY:	YOU WERE AS	SSISTED TODAY BY	BERNIE ALVES	TAX		
	ECEIVEDBY:					



STORE MANAGER JACK CRUZ (203)254-3888 JACK_O_CRUZ@HOMEDEPOT.COM

6206 00008 01084 06/16/22 03:24 PM SALE CASHIER CRISTIAN

731161042454 RIDGID ORG <A,S> 24.97N RIDGID 22" PRO ORGANIZER

071641126336 SHARPIE 2-PK <A> 2.18N SHARPIE PERMANENT MARKER-BLACK 2PK 045242355259 RED MARKER <A,U>

MKE INKZALL RED FINE POINT MARKER 2@0.97

SUBTOTAL 29.09 SALES TAX 0.00

TAX EXEMPT

TOTAL

\$29.09

XXXXXXXXXXX1002 AMEX

USD\$ 29.09

AUTH CODE 804894/0082650

TA

Chip Read

1A

AID A000000025010801 AMERICAN EXPRESS

<U> - NON-DISCOUNTABLE ITEM



6206 08 01084 06/16/2022 978

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 09/14/2022

DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 8663 2465 PASSWORD: 22316 2457

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

WELCOME TO WHEELS 1096 POST ROAD FAIRFEILD CT 08824 00013821443 WHEELS \$177 CITED 1086 POST RD FAIFFIELD CT 08824

Description

PROPANE EXCHANGE

Subtetal

26.99 0.00

TOTAL

26.99

CREDIT \$ 26.99

CARD TYPE: AMEX AUTH TIME: 075817 ACCT NUMBER: 1002

TRANS TYPE: SALE AUTH: 856569

Ref #: 99000050114

APPNAME: AMERICAN EXPRESS AID: A000000025010801

APP CRYPTOGRAM : AGOC 2CABEGE21AD92826

ENTRY: Insert

ENV STANT: 0166589518

DEALER#: 00013821443 | Term ID: 10

THAIK YOU FOR SHOPING PLEASE VISIT AGAIN

ST# 177 ESH: 10

TILL XXXX DR# 1 TRAN# 1014522

7/10/22 7:58:19 AM

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0401 - FIRE DEPARTMENT		
DATE:	January 15, 2019		
	ACCOUNT	AMOUNT	
	1-010-04010-58100	249.00	

TOTAL

249.00

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED - Gomola



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/checkyourbill

Prepared For **GEORGE GOMOLA** TOWN OF FAIRFIELD

Account Number XXXX-XXXXX1-01002 Closing Date 01/13/19

Page 1 of 3

					Balance
Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Due \$ Do Not Pay
0.00	249.00	0.00	0.00	0,00	249.00 For important information regarding your account
					refer to page 2.

See Fage 3	for an important change to the Late Fee assessment.
For your rec	ords only - do not pay.
For assistan	ce or questions about your account, contact us at www.americanexpress.com/checkyourbill o

Date reflects either transaction or posting date Activity

Card Number XXXX-XXXXX1-01002 Reference Code Amount \$ 12/27/18 INTERNATIONAL ASSN-F FAIRFAX VA 249.00 REF# H1AA7DACC FAIRFAX 12/27/18

Total for GEORGE GOMOLA

New Charges/Other Debits Payments/Other Credits

249.00

Do not staple or use paper clips **Payment Coupon**

Account Number Enter 15 digit account number on all payments.

GEORGE GOMOLA TOWN OF FAIRFIELD 140 REEF ROAD FAIRFIELD

CT 06824-5918

Check here if address, telephone number, or e-mail address has changed. Note changes on reverse side.

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0401 - FIRE DEPARTMENT	
DATE:	August 17, 2020)
	ACCOUNT	AMOUNT
	101004010-56140	424.00
	The same of the sa	
		-

TOTAL

424.00

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED - Gomola



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/gopaperless

Prepared For **GEORGE GOMOLA** TOWN OF FAIRFIELD

Account Number XXXX-XXXXX1-01002

Closing Date 08/13/20

Page 1 of 2

Previous Balance \$	New Charges \$	Other Debits \$	Danish de	MANUFACTURE TO THE	Balance
0.00	424.00	0.00	Payments \$ 0.00	Other Credits \$	Due \$ Do Not Pay 424.00 For important information regarding your account
					refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbill or call Customer Service at 1-800-492-4920 .

07/30/20 MF ATHLETIC & PERFOR CRANSTON RI 98988584000 REF# 98988584 800-556-7464 07/30/20 CATALOG MERCHANT		Imber XXXX-XXXXX1-01002	Reference Code	Amount S
ROC NUMBER 98988584	07/30/20	REF# 98988584 800-556-7464 CATALOG MERCHANT	98988584000	424.00

Payments/Other Credits

0.00

Do not staple or use paper clips

Payment Coupon

Account Number Enter 15 digit account 1974 01000 number on all payments.

GEORGE GOMOLA TOWN OF FAIRFIELD 140 REEF ROAD **FAIRFIELD**

CT 06824-5918

See reverse side for instructions on how to update your address, phone number, or email.





Quote

MFAC, LLC 1600 Division Rd West Warwick RI 02893

Toll Free: 1-800-556-7464 Toll Free Fax: 1-800-682-6950

Email: performbetter@performbetter.com

www.performbetter.com

1 of 1

Bill To George Gomola Fairfield Fire Department

Fairfield Fire Depart 140 Reef Road Fairfield CT 06824 Ship To George Gomola Fairfield Fire Department 140 Reef Road Fairfield CT 06824

Customer #

CUS36039

Quote #

Terms

Date

Expires

Sales Rep

Shipping Method

Q80554

Net 30

07/28/2020

08/27/2020

Marianne Mentch (800) 556-7464 ext 149 mariannem@performbetter.com .UPS Ground

Note: *Discount Included*

Line	Item	Quantity	UM	Price	Extended Price
1	4035-01 Olympic Hex Bar	1	EA	\$125.00	\$125.00
2	2811-01-Black Yoga Mat 01 Black	3	EA	\$20.00	\$60.00
3	1213-01-1/4-Orange First Place Superbands 01 1/4" Orange	5	EA	\$5.00	\$25.00
4	1213-03-1/2-Black First Place Superbands 03 1/2" Black	5	EA	\$7.00	\$35.00
5	1213-04-3/4-Yellow First Place Superbands 04 3/4" Yellow	5	EA	\$11.00	\$55.00
6	1213-05-1-Black First Place Superbands 05 1" Black	5	EA	\$13.00	\$65.00

Ban + mats Station 4 bands 1-5

 Subtotal
 \$365.00

 Shipping
 \$59.00

 Tax
 \$0.00

 Total
 \$424.00

100% Satisfaction Guaranteed!

No matter what it takes, you will be happy!

From:

Dunn, Kyran

Sent:

Friday, June 16, 2023 8:04 AM

To:

Simpson, Cathleen; Courtemanche, Joanne

Subject:

AC Gomola attachment

Attachments:

iafc renewal transactions.JPG

This attachment should have been included with Asst. Chief Gomola's explanation.

Kyran Dunn
Deputy Chief/Deputy Emergency Management Director
Fairfield Fire Department
140 Reef Rd.
Fairfield, CT 06824
203-254-4715
kdunn@fairfieldct.org

Obliti privatorum, publica curate.

Member Portal

IAFC.org

Member Directory

My Profile

Transactions

ges

et Password

scriptions

mbership Notices

Affiliations

My Transactions

Receipt Number	Date	Payment Method	Total
0000059106	9/1/2020	N/A	\$255.00
0000050982	8/27/2019	N/A	\$213.00
0000036841	12/27/2018	N/A	\$249.00
0000025509	11/6/2017	N/A	\$249.00
0000015726	11/1/2016	N/A	\$239.00
0000005396	8/17/2015	N/A	\$214.00

From:

Simpson, Cathleen

Sent:

Monday, June 19, 2023 11:21 AM

To:

Gomola, George

Cc:

McCarthy, Denis; Dunn, Kyran; Tuttle, William

Subject:

HR Follow Up

Good Morning,

I want to apologize for failing to give you and your union representative more notice as well as further explanation as to why HR is conducting this administrative investigation. I could have done better in hindsight and although I hope to never have to be in a similar situation going forward, I have learned from this as to how to be more sensitive to employees when having to issue such notice.

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase, we are seeking that information from those that it may be unclear. We recognize that Department Heads signed off on your reconciliation report and the Finance processed them. Accordingly, there is no presumption that you engaged in any misconduct. As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason.

Please be assured neither you nor your Department is being singled out. This is a global review of all Town credit card holders based on the resident complaint.

We have partnered with Finance and Purchasing to revise the credit card policy to include better reporting forms to ensure the business purpose is clear. We are also in the process of scheduling training and discussion on purchasing and protocol as we are aware employees have not received such training and in some cases, insufficient notice. My understanding is your Department has been utilizing the updated reconciliation forms which is very helpful.

I hope this helps to clarify this for you and again, my apologies for not doing better with advance and proper notice. My intent was not to cause undue stress or worry.

Best,

Cathleen

From: Dunn, Kyran <KDunn@fairfieldct.org>

Sent: Friday, June 16, 2023 8:02 AM

To: Simpson, Cathleen <CSimpson@fairfieldct.org>; Courtemanche, Joanne <JCourtemanche@fairfieldct.org>

Cc: McCarthy, Denis < DMcCarthy@fairfieldct.org>

Subject: Asst. Chief Gomola

Director Simpson,

Background

Asst. Chief Gomola is the Human Performance Director for the Fairfield Fire Department in addition to his duties as Shift Command of "A" Platoon.

He specifies or approves all exercise equipment purchases for the Fire Department. He applied for and won a 2016 Assistance for Firefighters Grant (AFG2016) of \$110,788 which focused on Firefighter Wellness and Fitness. The previous year, 59% of all firefighter fatalities in the US were caused by medical emergencies. The program goal was to reduce the number of preventable line-of-duty injuries and deaths within the fire service as a result of these medical emergencies. This initiative strives to protect the most important asset that a Fire Department has, its personnel. AC Gomola supervises the Department's "Peer Fitness Coordinators" who are firefighters who mentor other firefighters on their platoon in exercise programs which are tailored to their needs.

- 12/27/18 International ASSN- Farifax VA \$249.00
- 1/15/19 International Assn-F Fairfax \$249.00

Dues paid to the International Association of Fire Chiefs for membership, included in the membership fee is a regional assessment for the East Coast section. A screen shot copy of the recorded transactions is included as an attachment. This practice was changed in 2021 when Sheila notified all of the Fire Chiefs that she was paying for the IAFC memberships as a group. (see email below)

From: Tesei, Sheila

Sent: Monday, September 27, 2021 10:35 AM

To: Gomola, George; Bisson, Scott; Kalapir, Erik; Higgins, Philip; Caisse, Roger

Subject: IAFC

If you receive an invoice, please do not pay w/Amex. I'm processing as a group.

Sheila Tesei

- 7/30/20 Athletic & Perfor Cranston \$424.00 equipment for Station 4 fitness area
- 12/15/20 SPUD Inc \$278.71 exercise equipment for fire stations (pulley system)

The above was approved equipment purchases for fire station fitness areas at Station 4 and other fire stations.

12/24/20/12/31/20 NSCA recertification for National Strength and Conditioning Assoc \$50.00/\$45.00
 NSCA

The above was recertification fees from the NSAC for TSAC-F certification. The original certification was grant funded and the recertification fees are listed above, along with the annual membership fee. The NSCA is the gold standard for health, wellness, and fitness education and certification. TSAC-F is the specific area of the NSCA that provides training, education, certification, and research for health and wellness professionals working with the tactical population, specifically firefighters in our case. This certification is necessary for my work as the Fairfield Fire Department's Health and Wellness Officer.

- 7/30/21 Globe Equipment \$133.24
- 6/16/22 Globe Equipment \$15.51

The above equipment was purchased for the kitchen at Station 2. It includes cleaning supplies and equipment that Lt. Eannotti requested as Station Officer and program director for the kitchen renovation.

7/10/22 Wheels propane exchange \$26.99

The above propane tank exchange was used to purchase propane that was used for cooking hamburgers and hotdogs for the residents at Parish Court Elderly Housing Complex during their annual picnic. This annual community service event is very important to residents and provides an opportunity for our firefighters to cultivate important relationships with the Parish Court residents. IAFF Local 1426 donates the use of their grill for this event and the above purchase paid for the propane used at this event. Asst. Chief Gomola and several other firefighters routinely donate their off-duty time to assist with this event.

Kyran Dunn
Deputy Chief/Deputy Emergency Management Director
Fairfield Fire Department
140 Reef Rd.
Fairfield, CT 06824
203-254-4715
kdunn@fairfieldct.org

Obliti privatorum, publica curate.

From:

Simpson, Cathleen

Sent:

Thursday, June 15, 2023 3:05 PM

To:

Kalapir, Erik

Cc:

Dunn, Kyran; McCarthy, Denis; Tuttle, William; 'Eric Chester'; Courtemanche, Joanne

Subject:

HR Review

Attachments:

Back Up AC Kalapir.pdf

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below. My understanding is Deputy Chief Dunn will be reviewing the list below and attached back up and respond as to the business purpose; however, should he be unable to identify the reason for the purchase, we may need your help in responding to this inquiry.

Should we need your assistance in this regard, we are issuing you a Garrity Warning as follows:

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of the questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
- You are not being questioned for the purpose of instituting criminal proceedings against you.
- During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct in this matter, neither your self-incriminating statements, nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in disciplinary action up to and including dismissal from the Town.

Purchases:

- 7/29/19 B&H Photo \$188.03
- 7/19/19 Stop and Shop \$7.19
- 7/16/21 Home Depot \$218.50

We are seeking to obtain this information by the close of business on Monday, June 19, 2023 but of course will provide additional time should we need your input. I have copied your union representatives who may assist you if you so choose with this matter. We will keep you apprised of any new developments.

Cathleen H. Simpson Human Resources Director Town of Fairfield Sullivan Independence Hall 725 Old Post Boad Fairfield, CT 06824 (475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0401 - FIRE DEPARTMENT	
DATE:	August 21, 2019	
	ACCOUNT	AMOUNT
	1-010-04010-54320	188.03
	1-010-04010-56140	7.19

TOTAL

195.22

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED - Kalapir



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/gopaperless

ERIK KALAPIR TOWN OF FAIRFIELD

Account Number XXXX-XXXXX2-01004 Closing Date 08/13/19

Page 1 of 2

Balance			
Due \$	Do	Not	Pav

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Due \$ Do Not Pay
637.29	195.22	0.00	637.29	0.00	195,22 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbill or call Customer Service at 1-800-492-4920 .

Activity	Date reflects either transaction or posting date

Card Nu	Imber XXXX-XXXXX2-01004		Reference Code	Amount \$
07/22/19	CORPORATE REMITTANCE RECEIVED	07/22		-637.29
07/29/19	B&H PHOTO 800-606-69 800-221-5743 105853399 A3999034 10001 RE84 STEEL ENCLOSURE F 8" S810T725 SPKR W PG8W GRLLE	NY 07/29/19	10585339980	188.03
	ROC NUMBER 1058533998 TAX	\$10.52		
07/19/19	SUPER STOP SHOP #673 FAIRFIELD REF# 546904 GROCERY STORE	CT 07/19/19	54690400000 56140	7.19

Total for ERIK KALAPIR

New Charges/Other Debits Payments/Other Credits

195.22 -637.29

Do not staple or use paper clips **Payment Coupon**



Account Number Enter 15 digit account number on all payments.

ERIK KALAPIR TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824-6689 Check here if address, telephone number, or e-mail address has changed. Note changes on reverse side.



760 VILLA AVENUE
FAIRFIELD, CT 06825
Stor: | lelephone: (203) 333-8715

Store #973

07/19/19

02:48pm

GROCERY

FILAND WATER 24P DP PIL/CAN DEPOSIT

5.99 F 1.20 F

T:X **** 1: LANCE

0.00

Payment 1: pe: AMER EXPRESS

SWIPED- Purchase Card: * *********1004

Payment Fut: \$7.19

BALANCE: 1

AUTH#5499:4 RC#00 07/19/19 02:49pm

F'ER EXPRESS

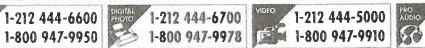
C-ANGE

07/19/1: :2:49pm 673 406 90 880006

www.Sto A dShop.com



420 Ninth Avenue, New York, NY 10001 Fax: 212.239.7770







To Inquire About Your Order Tel: 212.239.7765 - 800.221.5743 • Fax: 212.502.9426 - 866.527.7375

The Professional's Source

www.BandH.com



Bill To: ERIK KALAPIR ERIK KALAPIR 600 JENNINGS RD FIRE STATION TWO

FAIRFIELD, CT 06824

USA

Bill Phone: (203)414-0003

KINDER SPECKERS
SM # 2

Order No.: 816102030 Reference No.: 1058533998

Invoice Date	Customer Code	Terms	Order Date	Purchase Order Number	Salesperson	Ship Via MULTIPLE	
07/29/19 Qty Ord Qty	Ship Oty Bko		Item Descript	lion	SKU#/MFR#	Item Price	Amount
6	6	30GEN RE84 STEEL Salesperson Code:		8" CEILING SPK	BORE84 (RE84)	9.95	59
4	4 8	30GEN \$810T725 \$		GRLLE/R VOL CNTR	R	26.49	105
	000	- NO ad	dto	augus	t		
	7-101	aux do	X a	augus			
	Um	et t	- 1100				
		4	ianp	s, Sheif)		

Payment Type	Card/Check Number	Amount	Sub-Total:	\$165
AMERICAN EXPRESS	*********1004	188.03		
			Shipping & Handling:	\$11
			Тах:	\$11
			Total Order:	\$188
			Total Payment: Balance:	\$188

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0401 - FIRE DEPARTMENT	
DATE:	August 17, 2021	
	ACCOUNT	AMOUNT
	101004010-56140	2.62
	101004010-56140	218.50
	I'	I I

TOTAL

221.12

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED - Kalapir



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For **ERIK KALAPIR** TOWN OF FAIRFIELD

Account Number XXXX-XXXXX2-01004

Closing Date 08/13/21

Page 1 of 2

Balance

Previous Balance \$ New Charges \$ Other Debits \$ Payments \$ Other Credits \$ 0.00 221.12 0.00 0.00 0.00

Due \$ Do Not Pay 221.12 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Date reflects either transaction or posting date

Card Nu	ımber XXXX-XXXXX2-01004	Reference Code		Amount \$
08/06/21	THE HOME DEPOT #6206 FAIRFIELD C REF# 08050620646 800-654-0688 08/05/21	T 08050620646	56140	2.62
07/16/21	THE HOME DEPOT 6206 FAIRFIELD C' REF# 62062021-07 HOME SUPPLY WARE 07/15/21	Т	56140	218.50

Total for ERIK KALAPIR

New Charges/Other Debits Payments/Other Credits 221.12 0.00

Do not staple or use paper clips **Payment Coupon**

Account Number Enter 15 digit account number on all payments.

ERIK KALAPIR TOWN OF FAIRFIELD 725 OLD POST RD **FAIRFIELD**

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.



STORE MANAGER JACK CRUZ (203)254 3888 JACK O CRUZOLOME DEPOT LOM

- W. M. A. L. KAS 離 n 現行形 B. C. C.	4
6206 - 00008 - 41460 - 67715721 * AFE CASHIFF PATRICIA	11-4', 0
OSES/SOT/SOBE SZE IN THEIV AREA OF SZENIE SZ	A 97 MERIAI
76511590128 KEYCASE NAV NM. PLASTIC MAGNETIC KEY CASE	· ; ; .
MAX REFUND VALUE \$4.71 83/480037883 METRIC NUT ~A - M METRIC NUT P/1.75 12 2TMC 400 75	G_Det
MAY REFUND VALUE \$2,7774 000099012091 HANDY HOOK <a> M = EVERBILL 4" HANDY HOOK	<i>G</i> _{************************************
401 68 MAX REFUND VALUE \$5,0474	b 72
287/480096385 5/8HTTUHPIN -A - M/ HTTCH PIN 5/8	to Its
MAX REFUND VALUE \$0.68 087480096484 374HTUHPIN -AM> HITCH PIN 324	$i = \tilde{I} \tilde{J}$
MAX REFUND VALUE \$0.69 887480074987 PINS <a> <m> WIRE LOCK PINS SQ HD 378X2 } + 403,80</m>	2 19-20
MAX REFUND VALUE \$13.6874 019442147174 374FLRFLNGBK <a -="" <m<br="">374" BEK FLOOR FLANGE	
206.96 MAX REFUND VALUE \$12,52-2	13/92
074523203149 CASTER KAF KMF CASTER RUBBER 4" THREALLU STE 4018.78	M BRAKI.
MAX REFUND VALUE \$67.0100 019442152345 374X6BLKN1Ft <a> +M 374"X6" BLK NIPPLE	
20/3 13 MAX REFUND VALUE \$5.64/2	b 26
\$87480023244 COMBO PÅCK KAR MA FLAT WASHER ZINC 378 25FK MAX REFUND VALUE \$3.58	
019442146849 374 CAP BLAC -AM 374" BLK CAP	
202.81 MAX REFUND VALUE \$5.06/2 01/801151510 25W RED LED ~A~ ~M~	5.62
FETT 3 6(25W) A19 RED DIM HTD 4005 97	(0) 0E 23-83
MAX REFUND VALUE \$21.4974 03/000914518 DWOR75 <a> M> DAWN DISH ORG 750Z	6.92
MAX REFUND VALUE \$8,08 88/480010374 STRIP *A> <m> BAP FLAT STL 48X1 1/4X1/8</m>	
209 44 MAX REFUND VALUE \$17.00/2 10% off Military Discount	18,83
10% off Military Discount 228-28-10% off Military Discount MUST RETURN ALL TIEMS FOR A FULL	22 65 居上(精)

| SUBTOTAL | 20F1 45 | 50E FAX | 13 05 | 10TAL | \$218 50 | 50E FAX
5D5

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Monday, June 19, 2023 11:16 AM

To:

Dunn, Kyran; Kalapir, Erik

Cc:

McCarthy, Denis; Tuttle, William

Subject:

HR Follow up

Good Morning,

Thank you again for your quick response.

I want to apologize for failing to give you and your union representative more notice as well as further explanation as to why HR is conducting this administrative investigation. I could have done better in hindsight and although I hope to never have to be in a similar situation going forward, I have learned from this as to how to be more sensitive to employees when having to issue such notice.

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase, we are seeking that information from those that it may be unclear. We recognize that Department Heads signed off on your reconciliation report and the Finance processed them. Accordingly, there is no presumption that you engaged in any misconduct. As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason.

Please be assured neither you nor your Department is being singled out. This is a global review of all Town credit card holders based on the resident complaint.

We have partnered with Finance and Purchasing to revise the credit card policy to include better reporting forms to ensure the business purpose is clear. We are also in the process of scheduling training and discussion on purchasing and protocol as we are aware employees have not received such training and in some cases, insufficient notice. My understanding is your Department has been utilizing the updated reconciliation forms which is very helpful.

I hope this helps to clarify this for you and again, my apologies for not doing better with advance and proper notice. My intent was not to cause undue stress or worry.

Best,

Cathleen

From: Simpson, Cathleen

Sent: Monday, June 19, 2023 9:21 AM

To: Dunn, Kyran < KDunn@fairfieldct.org>; Courtemanche, Joanne < JCourtemanche@fairfieldct.org>

Cc: McCarthy, Denis < DMcCarthy@fairfieldct.org>; Kalapir, Erik < EKalapir@fairfieldct.org>

Subject: RE: Kalapir

Thank-you this is helpful. I appreciate the quick turn around.

From: Dunn, Kyran < KDunn@fairfieldct.org > Sent: Saturday, June 17, 2023 6:29 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org >; Courtemanche, Joanne < JCourtemanche@fairfieldct.org >

Cc: McCarthy, Denis < DMcCarthy@fairfieldct.org>; Kalapir, Erik < EKalapir@fairfieldct.org>

Subject: Kalapir

Director Simpson,

Here is the information regarding AC Kalapir AMEX charges:

Asst. Chief Kalapir is the Shift Commander for "C" Platoon and also maintains and guides the FFD in Radio-related initiatives and equipment purchases and installations.

Purchases:

- 7/29/19 B&H Photo \$188.03 This are for speakers for the FIRE ALERTING SYSTEM (this is distinct and not related to the entertainment system) for the ceiling of Fire Station 2.
- 7/19/19 Stop and Shop \$7.19 This was to replenish water on fire units during a heat wave. We keep some bottles on each unit to prevent dehydration during and after incidents.
- 7/16/21 Home Depot \$218.50 This are for a combination of Fire Station 2 kitchen supplies and hardware components to construct a wheeled base for a repurposed two post rack for the Fire Station Alerting System.

Kyran Dunn
Deputy Chief/Deputy Emergency Management Director
Fairfield Fire Department
140 Reef Rd.
Fairfield, CT 06824
203-254-4715
kdunn@fairfieldct.org

Obliti privatorum, publica curate.

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Thursday, June 15, 2023 2:54 PM

To:

Sherwood, Schuyler

Cc:

McCarthy, Denis; Dunn, Kyran; Courtemanche, Joanne; 'Eric Chester'; Tuttle, William

Subject:

HR Review

Attachments:

Back up AC Sherwood.pdf

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below. My understanding is Deputy Chief Dunn will be reviewing the list below and attached back up and respond as to the business purpose: however, should he be unable to identify the reason for the purchase, we may need your help in responding to this inquiry.

Should we need your assistance in this regard, we are issuing you a Garrity Warning as follows:

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of the questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
- You are not being questioned for the purpose of instituting criminal proceedings against you.
- During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct in this matter, neither your self-incriminating statements, nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in disciplinary action up to and including dismissal from the Town.

Purchases:

- 12/31/18 Amazon workpro tool set \$178.83
- 1/3/19 Delux LLC \$385
- 12/19/18 Home Depot\$\$199
- 1/4/19 Home Depot \$35.92
- 8/1/19 Amazon Projector \$499.94
- 7/30/'9 Projector Screen \$229.99
- 7/16/19 Home Theater Speaker, Amp \$239.99
- 8/12/21 Sunoco \$40.00

We are seeking to obtain this information by the close of business on Monday, June 19, 2023 but of course will provide additional time should we need your input. I have copied your union representatives who may assist you if you so choose with this matter. We will keep you apprised of any new developments.

Cathleen H. Jimpson
Human Resources Director
Town of Fairfield
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0401 - FIRE DEPARTMENT		
DATE:	January 15, 2019		

ACCOUNT	AMOUNT
1-010-04010-54320	178.83
1-010-04010-56140	385.00
1-010-04010-56140	465.00
1-010-04010-54320	184.95
1-010-04010-54320	199
1-010-04010-54320	35.92

TOTAL

1,448.70

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED - Sherwood



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/checkyourbill

Prepared For SCHUYLER SHERWOOD TOWN OF FAIRFIELD

Account Number XXXX-XXXXX7-61009

Closing Date 01/13/19

Page 1 of 3

Balance

New Charges \$ Due \$ Do Not Pay Other Debits \$ Payments \$ Other Credits \$ 121.36 1,448.70 1,448.70 For important information regarding your account refer to page 2. 0.00 121.36 0.00

See Page 3 for an important change to the Late Fee assessment.

800-654-0688

800-654-0688

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbill or call Customer Service at 1-800-492-4920

Activi				
Card Nu	ımber XXXX-XXXXX7-61009		Reference Code	Amount \$
12/18/18	CORPORATE REMITTANCE RECEIVED	12/18		-121.36
01/03/19	AMAZON.COM*M220U52D2 AMZN.COM/BILL 7KO2HHNEY 111-7119560-2373098109 ROC NUMBER 7KO2HHNEY94E	WA 01/02/19	54320 BXG	178.83 L
01/03/19	DELUX LLC Olympia REF# HFP8x10Uihu squareup.com/rec	VVA 01/03/19	56140 SDS	385.00
01/11/19	IN *FIREFIGHTER ONE SPARTA REF# 011IA0JLQO6 9739403061 ROC NUMBER 011IA0JLQO6SMPG0	NJ 01/11/19	5D5 51640	465.00
12/19/18	THE HOME DEPOT #6206 FAIRFIELD REF# 12180620636 800-654-0688	CT 12/18/18	12180620636 541320 BHG	184.95
12/27/18	THE HOME DEPOT #6206 FAIRFIELD	СТ	12260620600	199.00

12/26/18

01/03/19

REF# 01030620613 Total for SCHUYLER SHERWOOD

REF# 12260620600

THE HOME DEPOT #6206 FAIRFIELD

New Charges/Other Debits Payments/Other Credits

12260620600

01030620613

1,448.70 -121.36

199.00

35.92

Do not staple or use paper clips

Payment Coupon

01/04/19

Account Number Enter 15 digit account number on all payments.

SCHUYLER SHERWOOD TOWN OF FAIRFIELD 725 OLD POST RD **FAIRFIELD**

CT 06824-6689 Check here if address, telephone number, or e-mail address has changed. Note changes on reverse side.

amazon.com

Sherwood B46

Details for Order #111-7119560-2373029

Print this page for your records.

Order Placed: December 31, 2018

Amazon.com order number: 111-7119560-2373029

Order Total: \$178.83

Not Yet Shipped

Items Ordered Price

1 of: WORKPRO W009044A Mechanics Tool Set with 3-Drawer Heavy Duty Metal Box \$178.83

(408 Piece)

Sold by: Amazon.com Services, Inc

Condition: New

Shipping Address:

Schuyler Sherwood 600 JENNINGS RD FAIRFIELD, CT 06824-4767 United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method: Item(s) Subtotal: \$178,83

American Express | Last digits: 1009 Shipping & Handling: \$0.00

Simplify a Handling. \$6.00

Billing address
Schuyler Sherwood
Total before tax: \$178.83

Schuyler Sherwood

600 JENNINGS PD

Estimated tax to be collected: \$0.00

600 JENNINGS RD Estimated tax to be collected: \$0.00 FAIRFIELD, CT 06824-4767

United States Grand Total: \$178.83

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2018, Amazon.com, Inc. or its affiliates

Delux LLC 7825 Canterwood Dr SE Olympia, WA 98513 (360) 350-9171 justin@geteasyassist.com www.geteasyassist.com



\$0.00

SALES RECEIPT

BILL TO

56140 5DS

Schuyle Sherwood Fairfield Fire 600 Jennings Road Fairfield, CT 06824 US SALES # 1168 DATE 01/03/2019

PMT METHOD

Credit Card

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/03/2019 01/03/2019	Easy Assist:Easy Assist Shipping & Handling	20 1	17.75 30.00	355.00T 30.00T
***************************************	THE PART IN A PHONE COMMUNICAL MANAGEMENT OF THE PARTY OF	SUBTOTAL TAX (0%) TOTAL		385.00 0.00 385.00

BALANCE DUE

Tesei, Sheila

From:

Sherwood, Schuyler

Sent:

Thursday, January 3, 2019 3:06 PM

To:

Tesei, Sheila

Subject:

Sherwood AMEX Receipt from Delux LLC

This is for the same thing I just sent you, my AMEX. I guess this is how they list it.

From: Delux LLC via Square <receipts@messaging.squareup.com>

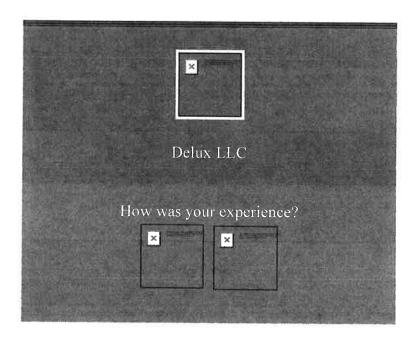
Sent: Thursday, January 3, 2019 2:35 PM

To: Sherwood, Schuyler <SSherwood@fairfieldct.org>

Subject: Receipt from Delux LLC

Now when you shop at sellers who use Square, your receipts will be delivered automatically.

Not your receipt?



\$385.00

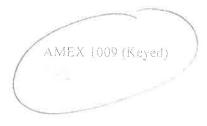
Easy Assist × 20 (\$17.75 ea.)

\$355.00

S&H \$30.00

Total \$385.00

Delux LLC 360-870-1028



#HFP8
Auth
code:
226042

Square Just Got More Rewarding
Your favorite businesses may send you news and rewards via Square. Learn
more and update preferences.

© 2019 Square, Inc.

1455 Market Street, Suite 600 San Francisco, CA 94103

Square Privacy Policy Not your receipt?

Manage preferences for digital receipts

Œ

Sherwood SDS



ORDER

SO-00504807

Order Date: 01/11/2019

Customer:

Fairfield Fire Dept.

Account ID:

FFD06824

PO#

Bill to:

140 Reef Road

Fairfield

СТ

06824

Ship to:

140 Reef Road

Fairfield

СТ

06824

Attn: Jordan Charney

Payment Terms:

Delivery Method:

Drop Shipment

Delivery Est.:

01/25/2019

Item	Description	Qty	Price	Total	
G10-12FGO	1/2" G100 FOUNDRY HOOK & CRADLE GRAB HOOK ON OBLONG	2.00	225.00	450.00	- 11 -

Charge	Price
Shipping / Delivery Fees	15.00

RETURN POLICY: -Special Order or Custom items are not returnable.	Item Total	450.00
 All Returns are subject to a 20% restocking fee. No returns will be accepted without an RMA # issued by FF1. 	Charges	15.00
-No Returns will be accepted after 60 days from date of nurchase	Tax Total	0.00
 Returning party responsible for shipping related charges. Returned merchandise must be in NEW and RESALABLE condition for credit to be applied. 	Total	465.00

Sherwood SDS

Firefighter One LLC 34 Wilson Drive Sparta, NJ 07871 (973) 940-3061 Accounting@ff1.com



BILL TO

Fairfield Fire Dept. 140 Reef Road Fairfield, CT 06824 SHIP TO Fairfield Fire Dept. 140 Reef Road

Attn: Jordan Charney Fairfield, CT 06824

INVOICE SI-00504807

DATE 01/11/2019 TERMS Due On Receipt

DUE DATE 01/11/2019

ACTIVITY		AMOUNT
Sales G10-12FGO - 1/2" G100 FOUNDRY H OBLONG, 2 @ \$225.00	OOK & CRADLE GRAB HOOK ON	450.00
Asst. Chief Schuyler Sherwood SSherwood@Fairfieldct.org	UBTOTAL	450.00
203-650-0404	SHIPPING	15.00
	TOTAL	465.00
	PAYMENT	465.00
	TOTAL DUE	\$0.00

Sherwood SDS

Transaction Information

Status

Name

Approved Town of Fairfield

Amount Paid

\$465.00

Date

1/11/2019

Card Information

Card Type
Card Number

American Express xxxxxxxxx1009

Payment IDs

Auth Code

189899

Transaction ID

PG0200954401



STORE MANAGER LACK CRUZ (200) 254 288 JACK O EPUZOHOMESEPOT COM

6206 00012 61072 12/18 to 12:21 PM

CASHIER LISA 030699151868 UNOR PULL -A-PULL DUOR 6.5" FINC 394 21 12 63N 887480017229 SCREW <A-4.37N SHT METAL SOWHX HD #12x3/4= 2TMC 0/1497175793 2.5" BRUSH -A-14.4/N WSTR PRO WH BRISTLE 2 5 AUL SASH DIE 020066430511 VPLYINISATO1 <A> 11_98N VARA INT POLY OIL SAT OF 4500 081834102283 BULKRNUPNOL <A-JUMBO ROUND FEC 100% PENULL 490,24 0 96N 647096342135 KREG DRIVER <A> 4 97N KREG 2X6" #2 SQUARE DRIVER SET 647096805739 1=174"SCREWS -A-9 4/N 1-174" ZINC POCKET-HOLE SCREWS 25001 U37083050639 TB ORG 8 OZ <A> 2 474 TITEBOND I WOOD GLUE 8 02 U76174332810 25 FRAU TAPE <A> 5 8 44 STANLEY 25' LEVERLOCK TAPE MEASURE 079063494813 CASTER -A> CASTER RUBBER 2" RIGID 592 98 17.88N 039003494776 CASTER <A> CASTER HUBBER 2" SWIVEL PLATE 683 44 20 84N 028400420730 NACHOSLURITO KA NACHO DORITOS 291.89 3 78N 7809543804167 23/32 PLY SB -A> 23/32 4X8 RADIATA PINE PLYWOUL 2035:98 /1 AGM NLP Savings \$4:00

> SUBTOTAL 184,95 SALES TAK 0.00

TAX EXEMPT

TOTAL

\$184.95

XXXXXXXXXXX1009 AMEX

USEN 184 US TA

AUTH CODE 869255/6123673 AID A000000025010501 AMERICAN EXPRESS

PRO XIRA MEMBER STATEMENT

PRO XTRA ###=###-3065 SUMMARY THIS DEPETO! DO THE MAME I FO !

SHERWOOD



More saving. More doing.

STORE MANAGER JACK CRUZ (203)254-3888 JACK_O_CRUZ@HOMEDEPOT.COM

6206 00007 81005 12/26/18 09:22 AM CASHIER ELAINE

692042006043 EG056V BLWR <A> 199.00N EGO 56V LI-ION TURBO BLOWER 2.5AH

SUBTOTAL

199.00 0.00

TAX EXEMPT

SALES TAX

\$199.00

XXXXXXXXXXX1009

TOTAL AMEX

USD\$ 199.00 AUTH CODE 841978/8070038 TA AID A000000025010801 AMERICAN EXPRESS



RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
1 90 03/26/2019 Α

************* DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 168505 162306 PASSWORD: 18626 162299

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Therwood BY6



STORE MANAGER JACK CEUZ (203)254-3888 JACK & CRUZEHOMEDEPOT.COM

8206 60007 11838 - 01700/19 06 40 AM CASHIER ALFREDA

857150005627 27 GAL TOTE *A >-HUX 27 GALLON TOUGH TOTE 408.98

35.92N

SUBTOTAL SALES TAX 35.92 0.00

TAX EXEMPT

TOTAL

\$35.92

6001XXXXXXXXXXXX AMEX

USIN\$ 35,92

AUTH CODE 806819/0071303 AID A000000025010801 AMERICAN EXPRESS



RETURN POLICY DEFINITIONS PULICY ID DAYS POLICY EXPIRES ON 90 04/03/2019

DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPUT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 30171 23972 PASSWORD: 19053 23965

Fatries must be consisted within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT: 0401 - FIRE DEPARTMENT

DATE: August 17, 2021

ACCOUNT	AMOUNT
101004010-56140	19.13
101004010-56140	321.30
101004010-56140	30.30
101004010-56140	449.88
101004010-56140	509.88
101004010-58120	96.51
101004010-56100	519.80
101004010-56140	40.00
101004010-56140	208.90

TOTAL

2,195.70

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED - Sherwood



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/gopaperless

Prepared For SCHUYLER SHERWOOD TOWN OF FAIRFIELD

Account Number XXXX-XXXXX7-61009

Closing Date 08/13/21

Page 1 of 3

Balance Due \$ Do Not Pay

New Charges \$ Previous Balance \$ Other Debits \$ Other Credits \$ Payments \$ 0.00 2,195.70 0.00 0.00 0.00

2,195.70 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity

Date reflects either transaction or posting date

Card Nu	ımber XXXX-XXXXX7-61009		Reference Code	Amount \$
07/21/21	AMAZON.COM*2E8FN19F1 AMZN.COM/BILL 4Z09JRPO5 113-2713720-7720298109 ROC NUMBER 4Z09JRPO5E3W TAX	WA 07/20/21 \$1.14	56140	19.13
08/12/21	AMZN MKTP US*2D2ZA2E AMZN.COM/BILL 9TOPC58C9 112-6581993-7519498109 ROC NUMBER 9TOPC58C9PQ2	WA 08/06/21	56148	321.30
07/20/21	AMZN MKTP US*2E5P77K AMZN.COM/BILL 7GQR8GQ07 113-1039193-2981898109 ROC NUMBER 7GQR8GQ073DF TAX	WA 07/20/21 \$1.81	56140	30.30
08/06/21	AMZN MKTP US*2P4D189 AMZN.COM/BILL 19Y49YW08 112-0449738-8016298109 ROC NUMBER 19Y49YW08RI9	WA 08/06/21	56140	449.88
08/13/21	AMZN MKTP US*2P9M72U AMZN.COM/BILL 2HTNEMQW7 112-8273327-3128298109 ROC NUMBER 2HTNEMQW707I	WA 08/12/21	56HO	509.88
07/21/21	COLONY GRILL STAMFORD REF# 85180891202 203-359-2184	CT 07/20/21	85180891202 58120	96.51
08/11/21	FEDEX Office 0326 15 FAIRFIELD 032600213 YARDSIGNS 06824 ROC NUMBER 03260021312	CT 08/11/21	03260021312	519.80

Continued on Page 3

Do not staple or use paper clips **Payment Coupon**

Account Number Enter 15 digit account number on all payments.

SCHUYLER SHERWOOD TOWN OF FAIRFIELD 725 OLD POST RD **FAIRFIELD**

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.



Prepared For SCHUYLER SHERWOOD TOWN OF FAIRFIELD Account Number
XXXX-XXXXX7-61009

Closing Date 08/13/21

Page 3 of 3

Activity Continued	Reference Code	Amount \$
08/13/21 SUNOCO 0342689700 03 FAIRFIELD (08/12/21 General Merchandise ROC NUMBER 00013488	O0013488000 5 H\50	40.00
08/13/21 THE HOME DEPOT 6206 FAIRFIELD C REF# 62062021-08 HOME SUPPLY WARE 08/12/21	56140	208.90
Total for SCHUYLER SHERWOOD	New Charges/Other Debits Payments/Other Credits	2,195.70 0.00



SUNOCO 0342689700 500 GRASMERE AVENUE FAIRFIELD CT 06824 L309651466001



08/12/2021 2:01:35 PM Register: 1 Trans #: 2850 Op ID: 52 Your cashier: JERRY

Propane Propane

\$20.00 99 \$20.00 99

Subtotal = \$40.00

Tax = \$0.00

Total = \$40.00

Change Due = \$0.00

Credit

\$40.00

XXXXXXXXXXXX1009 Amer Express

INVOICE: 048939 AUTH 863771

POS Purchase/Capture Sequence Number 13488

Chip Read

AMERICAN EXPRESS

Mode: Issuer

AID: A000000025010801 TVR: 0000008000

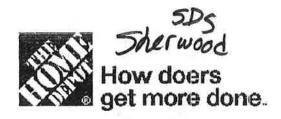
IAD: 06480103A02002

TSI: E800 ARC: 00

APPROVED 863771

I agree to pay the above total amount according to the card issuer agreement.

> THANK YOU. COME AGAIN...



STORE MANAGER JACK CRUZ (203)254-3888 JACK 0_CRUZ@HOMEDEPOT.COM

6206 00007 92390 SALE CASHIER TIĄJAH 08/12/21 01:58 PM

818897010312 HD TRI ORG <A>
3-WIRE ORNGE VINYL HVYDTY TRIPLE TAP
203.85 7.70N

6970670970290 6 BLK OTLT <A> 6 OUTLET BLACK SURGE 8' CRD FLAT PLG 4@16.97 67.88N

032886747038 14/3 50'HSKY <A> 14/3 50' HUSKY EXTENSION CORD 4@27.59

110.36N 857150005924 17GAL TOTE <A,S> HDX 17 GALLON TOUGH TOTE

2011.48 22.96N

> SUBTOTAL 208.90 SALES TAX 0.00

TAX EXEMPT TOTAL XXXXXXXXXXXX1009 AMEX

\$208.90

AUTH CODE 829291/8074619

USD\$ 208.90

Chip Read. ATD A000000025010801 AMERICAN EXPRESS



RETURN POLICY DEFINITIONS ICY ID DAYS POLICY EXPIRES ON 1 90 11/10/2021 POLICY ID

DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 191275 185076 PASSWORD: 21412 185069

Entries must be completed within 14 days of purchase. Entrants must be 18 or the to enter. See complete rules on No purchase necessary.

Simpson, Cathleen

From:

Sherwood, Schuyler

Sent:

Friday, June 16, 2023 8:55 AM

To:

Simpson, Cathleen; Dunn, Kyran; Tesei, Sheila

Cc:

McCarthy, Denis; Tuttle, William; Sherwood, Schuyler

Subject:

HR Review of Sherwood AMEX

Attachments:

SHERWOOD AMEX RECONCILE JUNE 2023.pdf

Importance:

High

Dear Deputy Chief Dunn and Ms. Simpson,

Attached you will find the supplemental information that was requested by Ms. Simpson on June 15, 2023. I believe I have provided all the required supporting information prior the Monday June 19th deadline.

Please confirm receipt of this information.

Please let me know if you need any additional information.

Respectfully, Assistant Chief Schuyler Sherwood Fairfield Fire Department

From: Simpson, Cathleen <CSimpson@fairfieldct.org>

Sent: Thursday, June 15, 2023 2:54 PM

To: Sherwood, Schuyler <SSherwood@fairfieldct.org>

Cc: McCarthy, Denis < DMcCarthy@fairfieldct.org>; Dunn, Kyran < KDunn@fairfieldct.org>; Courtemanche, Joanne

<JCourtemanche@fairfieldct.org>; Eric Chester <ericchester@fdclawoffice.com>; Tuttle, William

<WTuttle@fairfieldct.org>

Subject: HR Review

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below. My understanding is Deputy Chief Dunn will be reviewing the list below and attached back up and respond as to the business purpose: however, should he be unable to identify the reason for the purchase, we may need your help in responding to this inquiry.

Should we need your assistance in this regard, we are issuing you a Garrity Warning as follows:

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of the questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
- You are not being questioned for the purpose of instituting criminal proceedings against you.

- During the course of this questioning, even if you do disclose information which indicates that you may
 be guilty of criminal conduct in this matter, neither your self-incriminating statements, nor the fruits
 thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in disciplinary action up to and including dismissal from the Town.

Purchases:

- 12/31/18 Amazon workpro tool set \$178.83
- 1/3/19 Delux LLC \$385
- 12/19/18 Home Depot\$\$199
- 1/4/19 Home Depot \$35.92
- 8/1/19 Amazon Projector \$499.94
- 7/30/`9 Projector Screen \$229.99
- 7/16/19 Home Theater Speaker, Amp \$239.99
- 8/12/21 Sunoco \$40.00

We are seeking to obtain this information by the close of business on Monday, June 19, 2023 but of course will provide additional time should we need your input. I have copied your union representatives who may assist you if you so choose with this matter. We will keep you apprised of any new developments.

Cathleen H. Gimpson
Human Resources Director
Town of Fairfield
Outlivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

June 16, 2023

Dear Chief Dunn,

I am in receipt of the e-mail from June 15, 2023 requesting information about the business purpose of the items listed below that were purchased on the Town of Fairfield American Express Card Issue to me, Assistant Chief Schuyler Sherwood.

The following is a description of the purchases and purposes:

Purchases:

12/31/18 Amazon workpro tool set \$178.83

This is a tool set that we purchased for an outlying fire station to complete light equipment and facility repairs. Prior to this purchase, we only had a small travel toolbox available to our team that is carried on the Engine assigned to that building. That kit had very few tools which prior to the purchase of the tool set required our mechanic to travel to each outlying station every time there was a field level repair or adjustment. We have provided these tool kits specifically at Station 1 and Station 4. Station 5 and Station 3 have smaller kits. These tool kits were purchased to increase the efficiency of our maintenance team

1/3/19 Delux LLC \$385

Delux LLC is the company that manufactures and sell a product called Easy Assist that we carry on all fire apparatus. Easy Assist is a tool to lift patients with proper lifting techniques. This is a strap that we slide under a patient to lift them. The process of lifting is relatively simple where we use this tool to slide the patient in a better position and lift with minimal back and shoulder strain. This purpose of this product is to reduce back and other musculoskeletal injuries. This product cannot be reused, it is often disposed at the scene due to contamination with body fluids such as urine or fecal matter. Below is the web site for the product

https://www.geteasyassist.com/

12/19/18 Home Depot \$199

The receipt attached for \$199.00 is dated 12/26/18, I am hopeful that is the receipt you are questioning. This is for a hand-held battery-operated leaf/dust blower that we provide for each of the fire stations. Each fire station uses these blowers to clean debris both inside and outside of the building. At the time of this purchase we were in the process of converting gasoline powered blowers over to battery blowers; as it is not healthy to run the gasoline blowers inside. The attached link is provided to you for a better description:

RYOBI - Leaf Blowers - Outdoor Power Equipment - The Home Depot

1/4/19 Home Depot \$35.92

The department uses 27-gallon storage totes for many items. These include storing emergency food supplies, emergency charging station supplies, equipment and other general supplies. Our department has limited storage space so these bins can be located throughout our system. I cannot tell you where the specific bins that were purchase 4 ½ years ago are, but a tour of our facility would show you that we have them everywhere. The attached link is provided to you for a better description of the bins:

HDX 27 Gal. Tough Storage Tote in Black with Yellow Lid HDX27GONLINE(5) - The Home Depot

8/1/19 Amazon Projector \$499.94

In 2019 the firefighters assigned to Fire Station 2 located at 600 Jennings Road renovated the kitchen while on duty. This renovation was done to bring the largest fire station kitchen up to modern standards and incorporate technology needed to provide training at 600 Jennings Road. Having the ability to

complete some training in house limits the number of times units need to relocate to facilities such as the Fire Training Center, consequently reducing the number of times the district two would potentially have reduced fire protection. This project saved the Town of Fairfield tens of thousands of dollars as the majority of the construction work was completed on duty. The projector listed is the ceiling mounted AV projector that was used for this project. This projector is still there and in use. Please let me know if pictures are required of proof of existence. The AMEX order is attached.

7/30/19 Projector Screen \$229.99

This is the ceiling mounted electronic drop-down screen that was used for the project outlined above at Fire Station 2 located at 600 Jennings Road. This screen is still there and in use. Please let me know if pictures are required of proof of existence. The AMEX order is attached.

7/16/19 Home Theater Speaker, Amp \$239.99

This is the audio system for the projector and other electronic devices for the project outlined above at Fire Station 2 located at 600 Jennings Road. This system is still there and in use. Please let me know if pictures are required of proof of existence. The AMEX order is attached.

8/12/21 Sunoco \$40.00

This purchase was to refill two 20-pound, gas grill size, propane tanks for our emergency response tool, the "Dragon Slayer" Propane Flare Tower. The Fire Department is required to respond to leaking propane tanks. When we find these leaking tanks, we must burn off the remaining propane in the tanks at the scene of the emergency, as it is illegal and dangerous for us to transport these tanks. We burn off the propane using the dragon slayer tool, information and video listed below. This tool requires a pilot light which is fueled by a 20-pound propane tank that we bring. The propane purchase was for the pilot light tank that would have been used in either training or at a scene.

RESPONDER PROPANE FLARE - aka "The Dragon Slayer" - the only commercially available folding 1-inch Propane Flare that can be tilted - Responder Training

Respectfully submitted.

Assistant Chief Schuyler Sherwood

Final Details for Order #111-7119560-2373029

Print this page for your records.

Order Placed: December 31, 2018

Amazon.com order number: 111-7119560-2373029

Order Total: \$178.83

Shipped on January 3, 2019

Items Ordered Price

1 of: WORKPRO W009044A Mechanics Tool Set with 3-Drawer Heavy Duty Metal Box (408 Piece) Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

Schuyler Sherwood 600 JENNINGS RD FAIRFIELD, CT 06824-4767 United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

American Express | Last digits: 1009

therical Express | Last digits: 100

Billing address
Schuyler Sherwood
600 JENNINGS RD
FAIRFIELD, CT 06824-4767
United States

Credit Card transactions

Item(s) Subtotal: \$178.83

Shipping & Handling: \$0.00

\$178.83

Total before tax: \$178.83

Estimated tax to be collected: \$0.00

Grand Total: \$178.83

AmericanExpress ending in 1009: January 3, 2019: \$178.83

To view the status of your order, return to Order Summary.

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Delux LLC

7825 Canterwood Dr SE Olympia, WA 98513 (360) 350-9171 justin@geteasyassist.com www.geteasyassist.com



SALES RECEIPT

BILL TO

56140 505

Schuyle Sherwood Fairfield Fire 600 Jennings Road Fairfield, CT 06824 US SALES # 1168 DATE 01/03/2019

PMT METHOD

Credit Card

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/03/2019 01/03/2019	Easy Assist:Easy Assist Shipping & Handling	20	17.75	355.00T
01/00/2015	omponing a Handling	1	30.00	30.00T
		SUBTOTAL TAX (0%) TOTAL BALANCE DUE		385.00 0.00 385.00 \$0.00

SHERWOOD AMEY BaG



More saving. More doing.

STORE MANAGER JACK CRUZ (203)254-3888 JACK 0_CRUZ@HOMEDEPOT.COM

6206 00007 81005 CASHIER ELAINE

12/26/18 09:22 AM

692042006043 EG056V BLWR <A> 199 EG0 56V LI-ION TURBO BLOWER 2.5AH 199.00N

> SUBTOTAL SALES TAX

199.00

TAX EXEMPT

TOTAL

0.00

XXXXXXXXXXXXX1009 AMEX

\$199.00

AUTH CODE 841978/8070038 USD\$ 199.00 TA AID A000000025010801 AMERICAN EXPRESS



RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
1 90 03/26/2019

*********** DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en españo!

www.homedepot.com/survey

User ID: H89 168505 162306 PASSWORD: 18626 162299

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Therwood BY6



STORE MANAGER JACK CRUZ (203)254-3888 JACK O CHUZINICHE DEPOT COM

0206 00007 11896 UTHO 19 No 40 AM CASHER ALFREDA

85715:40.5627 27 GAL TOTE KA -HUN 27 GALLON TOUGH TUTE 485.98

15 yeA

SUBTOTAL SALES TAX

15,92 0.00

TAX EXEMPT

TOTAL

\$15.92

REXXXXXXXXXX1009

150\$ 第.92

AUTH CODE 806819/0071305 AID A000000025010801 AMERICAN FARE US



RETURN POLICY DEFINITIONS POLICY ID DAYS POLICY EXPIRES ON 04/03/2019

DID WE NAIL IT?

lake a short survey for a chance To Win A \$5,000 HOME DEPOT VIFI CAPO

Upine en esparadi

www.homedepot.com/s.a.vey.

User ID H69 30111 23972 PASSWORD 1905 / 23965

First ins must be completed within 14 days of purchase Entrants must be 18 or wider to enter, see complete rules on website. No purchase necessary



Details for Order #114-5638375-4012265 Print this page for your records.

Order Placed: August 1, 2019

Amazon.com order number: 114-5638375-4012265

Order Total: \$499.94

Not Yet Shipped

Items Ordered Price

1 of: ViewSonic 3600 Lumens WXGA High Brightness Projector for Home and Office with \$379.99 HDMI Vertical Keystone and 1080p Support (PA503W)

Sold by: Amazon.com Services, Inc

Condition: New

1 of: QualGear Pro-AV QG-KIT-S-3IN-W Projector Mount Kit Accessory Suspended Ceiling \$119.95

Adapter, 3" 1.5", White

Sold by: Amazon.com Services, Inc (seller profile)

Business Price

Condition: New

Shipping Address:

Schuyler Sherwood 600 JENNINGS RD FAIRFIELD, CT 06824-4767 **United States**

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

American Express | Last digits: 1009

Item(s) Subtotal: \$499.94 Shipping & Handling:

\$0.00

Billing address

Schuyler Sherwood 600 JENNINGS RD FAIRFIELD, CT 06824-4767 **United States**

Total before tax: \$499.94 Estimated tax to be collected:

\$0.00

Grand Total: \$499.94

To view the status of your order, return to Order Summary.

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SHERWOOD AMEX STA. 2 PROJECT



Details for Order #114-4136844-4433049

Print this page for your records.

Order Placed: July 30, 2019

Amazon.com order number: 114-4136844-4433049

Order Total: \$229.99

Not Yet Shipped

Items Ordered Price

1 of: Elite Screens Spectrum Electric Motorized Projector Screen with Multi Aspect Ratio Function \$229.99 Max Size 90-inch Diag 16:10 & 87-inch Diag 16:9, Home Theater 8K/4K Ultra HD Ready

Projection, ELECTRIC90X Sold by: Amazon.com Services, Inc

Condition: New

Shipping Address:

Schuyler Sherwood 600 JENNINGS RD FAIRFIELD, CT 06824-4767 United States

Shipping Speed:

One-Day Shipping

Payment information

Payment Method:

American Express | Last digits: 1009

Item(s) Subtotal: \$229.99 Shipping & Handling: \$0.00

Billing address

Schuyler Sherwood Total before tax: \$229.99
600 JENNINGS RD Estimated tax to be collected: \$0.00

FAIRFIELD, CT 06824-4767

United States

φ0.00

Grand Total: \$229.99

To view the status of your order, return to Order Summary.

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amazon.com

Details for Order #114-0206214-8807417

Print this page for your records.

Order Placed: July 16, 2019

Amazon.com order number: 114-0206214-8807417

Order Total: \$239,98

Station 2 BYG

Not Yet Shipped

Items Ordered

Price

2 of: Polk T50 150 Watt Home Theater Floor Standing Tower Speaker (Single) -

\$74.99

Premium Sound at a Great Value | Dolby and DTS Surround

Sold by: Amazon.com Services, Inc

1 of: Polk Audio PSW10 10" Powered Subwoofer - Featuring High Current Amp and

\$114.81

Low-Pass Filter | Up to 100 Watts | Big Bass at A Great Value | Easy Integration Home Theater Systems

Sold by: Amazon.com Services, Inc.

Condition: New

Shipping Address:

Erik Preteska

600 JENNINGS RD

FAIRFIELD, CT 06824-4767

United States

Shipping Speed:

One-Day Shipping

Payment information

Payment Method:

Item(s) Subtotal: \$264.79

American Express | Last digits: 1009

Shipping & Handling: \$0.00 Deal of the Day: -\$24.81

Billing address

Schuyler Sherwood 140 REEF RD

Total before tax: \$239.98 Estimated tax to be collected:

FAIRFIELD, CT 06824-5918

\$0.00

United States

Grand Total: \$239.98

To view the status of your order, return to Order Summary.

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SUNOCO 0342689700 500 GRASMERE AVENUE FAIRFIELD CT 06824 L309651466001

COWORD C



08/12/2021 2:01:35 PM Register: 1 Trans #: 2850 Op ID: 52 Your cashier: JERRY

Propane Propane

\$20.00 99 99 \$20.00

\$40.00

Subtotal = Tax = \$0.00

> Total = \$40.00

Change Due = \$0.00

Credit

\$40.00

---------XXXXXXXXXXXX1009 Amer Express

INVOICE: 048939 AUTH 863771

POS Purchase/Capture

Sequence Number 13488 Chip Read

AMERICAN EXPRESS

Mode: Issuer AID: A000000025010801 TVR: 0000008000

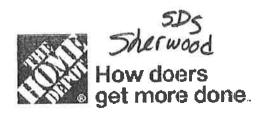
IAD: 06480103A02002

TSI: E800 ARC: 00

APPROVED 863771

I agree to pay the above total amount according to the card issuer agreement.

> THANK YOU. COME AGAIN...



STORE MANAGER JACK CRUZ (203)254-3888 JACK O CRUZ@HOMEDEPOT COM

6206 00007 92390 SALE CASHIER TIĄJAH 08/12/21 01:58 PM

818897010312 HD TRI ORG <A> 3-WIRE ORNGE VINYL HVYDTY TRIPLE TAP 2@3.85 7.70N

6970670970290 6 BLK OTLT <A> 6 OUTLET BLACK SURGE 8' CRD FLAT PLG 67.88N 4@16.97

9815.97 032886747038 14/3 50 HSKY <A> 14/3 50 HUSKY EXTENSION CORD 4027.59 857150005924 17GAL TOTE <A,S> HDX 17 GALLON TOUGH TOTE 2011.48

110.36N

208.90 SUBTOTAL SALES TAX 0.00

22.95N

TAX EXEMPT

\$208,90 TOTAL

XXXXXXXXXXXX1009 AMEX USD\$ 208.90

AUTH CODE 829291/8074619 Chip Read

ATD A000000025010801 AMERICAN EXPRESS

6206 08/12/21

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
1 90 11/10/2021

DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 191275 185076 PASSWORD: 21412 185069

Entries must be completed within 14 days of purchase. Entrants must be 18 or idento enter. See complete rules on No purchase necessary.

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Monday, June 19, 2023 11:19 AM

To:

Sherwood, Schuyler; Dunn, Kyran; Tesei, Sheila

Cc:

McCarthy, Denis; Tuttle, William

Subject:

HR Follow up

Good Morning,

Thank you for your quick response.

I want to apologize for failing to give you and your union representative more notice as well as further explanation as to why HR is conducting this administrative investigation. I could have done better in hindsight and although I hope to never have to be in a similar situation going forward, I have learned from this as to how to be more sensitive to employees when having to issue such notice.

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase, we are seeking that information from those that it may be unclear. We recognize that Department Heads signed off on your reconciliation report and the Finance processed them. Accordingly, there is no presumption that you engaged in any misconduct. As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason.

Please be assured neither you nor your Department is being singled out. This is a global review of all Town credit card holders based on the resident complaint.

We have partnered with Finance and Purchasing to revise the credit card policy to include better reporting forms to ensure the business purpose is clear. We are also in the process of scheduling training and discussion on purchasing and protocol as we are aware employees have not received such training and in some cases, insufficient notice. My understanding is your Department has been utilizing the updated reconciliation forms which is very helpful.

I hope this helps to clarify this for you and again, my apologies for not doing better with advance and proper notice. My intent was not to cause undue stress or worry.

Best,

Cathleen

From: Sherwood, Schuyler <SSherwood@fairfieldct.org>

Sent: Friday, June 16, 2023 8:55 AM

To: Simpson, Cathleen <CSimpson@fairfieldct.org>; Dunn, Kyran <KDunn@fairfieldct.org>; Tesei, Sheila

<STesei@fairfieldct.org>

Cc: McCarthy, Denis < DMcCarthy@fairfieldct.org>; Tuttle, William < WTuttle@fairfieldct.org>; Sherwood, Schuyler

<SSherwood@fairfieldct.org>

Subject: HR Review of Sherwood AMEX

Importance: High

Dear Deputy Chief Dunn and Ms. Simpson,

Attached you will find the supplemental information that was requested by Ms. Simpson on June 15, 2023. I believe I have provided all the required supporting information prior the Monday June 19th deadline.

Please confirm receipt of this information.

Please let me know if you need any additional information.

Respectfully, Assistant Chief Schuyler Sherwood Fairfield Fire Department

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Thursday, June 15, 2023 2:54 PM

To: Sherwood, Schuyler <SSherwood@fairfieldct.org>

Cc: McCarthy, Denis < DMcCarthy@fairfieldct.org>; Dunn, Kyran < KDunn@fairfieldct.org>; Courtemanche, Joanne

<JCourtemanche@fairfieldct.org>; Eric Chester <ericchester@fdclawoffice.com>; Tuttle, William

<WTuttle@fairfieldct.org>

Subject: HR Review

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below. My understanding is Deputy Chief Dunn will be reviewing the list below and attached back up and respond as to the business purpose: however, should he be unable to identify the reason for the purchase, we may need your help in responding to this inquiry.

Should we need your assistance in this regard, we are issuing you a Garrity Warning as follows:

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of the questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
- You are not being questioned for the purpose of instituting criminal proceedings against you.

- During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct in this matter, neither your self-incriminating statements, nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in disciplinary action up to and including dismissal from the Town.

Purchases:

- 12/31/18 Amazon workpro tool set \$178.83
- 1/3/19 Delux LLC \$385
- 12/19/18 Home Depot\$\$199
- 1/4/19 Home Depot \$35.92
- 8/1/19 Amazon Projector \$499.94
- 7/30/`9 Projector Screen \$229.99
- 7/16/19 Home Theater Speaker, Amp \$239.99
- 8/12/21 Sunoco \$40.00

We are seeking to obtain this information by the close of business on Monday, June 19, 2023 but of course will provide additional time should we need your input. I have copied your union representatives who may assist you if you so choose with this matter. We will keep you apprised of any new developments.

Cathleen A. Simpson
Human Resources Director
Town of Fairfield
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT06824
(475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DATE:	December 29, 2022				
DESCRIPTION	ACCOUNT	AMOUNT			
exercise equipment for station	11004010-56140 Donations	639.99			
gas on way back from meeting in Hartford	01004010-54150	36.20			
lunch with Fire Dpt Chaplain	01004010-58120	84.85			
Va :					
110.111					

0401 - FIRE DEPARTMENT

TOTAL

APPROVED FOR PAYMENT BY

DEPARTMENT:

Brenda Kupchick, First Selectwoman

DETAIL STATEMENT ATTACHED

penis McCarthy, Fire Chief

761.04

APPROVED FOR PAYMENT BY

Kyran Dunn, Deputy Fire Chief



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For DENIS MCCARTHY TOWN OF FAIRFIELD

Account Number XXXX-XXXXX1-12001

Closing Date 12/13/22

Page 1 of 2

Balance

Previous Balance \$ New Charges \$ Other Debits \$ Payments \$ Other Credits \$ Due \$ Do Not Pay

1,259.45 761.04 0.00 1,259.45 0.00 761.04 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity	Date reflects either transaction or posting date

Card Nu	ımber XXXX-XXXXX1-12001		Reference Code		Amount \$
11/21/22	CORPORATE REMITTANCE RECEIVED	11/21			-1,259.45
11/14/22	CLDTKN AMZN MKTP US*HB6731A AMZN. 5PLN0JX7N 0824 98109 ROC NUMBER 5PLN0JX7NKS9	COM/BILL 11/14/22	d	onation	639.99
12/09/22	EXXONMOBIL 9742 ORANGE REF# 00080245 AUTO FUEL DISPEN 001 ROC NUMBER 00080245	CT 12/08/22	00080245000	54150	36.20
11/30/22	FLIPSIDE BURGERS & B FAIRFIELD REF# 73011002334 INFO@FLIPSIDERES ROC NUMBER 7301100233410740 TAX	CT 11/29/22 \$4.85	73011002334	53120	84.85

Total for DENIS MCCARTHY

New Charges/Other Debits Payments/Other Credits 761.04 -1,259.45

Do not staple or use paper clips **Payment Coupon**

Account Number Enter 15 digit account number on all payments.

DENIS MCCARTHY TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.



Details for Order #113-4788998-5650637

exercise equip for station

Order Placed: November 14, 2022

PO number: Sta. 5 Gym

Amazon.com order number: 113-4788998-5650637

Order Total: \$639.99

Business order information

COVID 19: Equipment

Not Yet Shipped

Items Ordered **Price**

1 of: ARCHON Wall Mount Commercial Ball Bearing Cable Station | 17 and 15 Position Adjustable Dual Pulley Models | Home

Gym Equipment | Cable Crossover Machine | Cable Pulldown

Sold by: ARCHON Fitness Equipment (seller profile)

Condition: New

Shipping Address:

John Gomola / Bill Tuttle 3965 CONGRESS ST FAIRFIELD, CT 06824-2040

United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

American Express | Last digits: 2001

Reference number: 0824

Item(s) Subtotal: \$639.99

Total before tax: \$639.99

Grand Total: \$639.99

Shipping & Handling: \$0.00

Estimated Tax:

\$0.00

\$639.99

Billing address Denis McCarthy

725 OLD POST RD

FAIRFIELD, CT 06824-6684

United States

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2020, Amazon.com, Inc.

ALLTOWN #829 535 PRUDDEN LN.S ORANGE CT, 06477

DATE 12/8/22 10:45
TRAN#9052390
PUMP# 05
SERVICE LEVEL: SELF
PRODUCT: REGULAR
GALLONS: 10.059
PRICE/G: \$3.599
FUEL SALE \$36.20
CREDIT \$36.20

> THANK YOU HAVE A NICE DAY

Coas on my was bick from Mg m Hotford

Lunch wfD Chaplain 58126

Flipside Burgers & Bar

1125 Post Rd. Fairfield, CT 203-292-8233 www.flipsiderestaurant.com

N/A

Check: 457238 Table: BTH2

Server: 138 Melanie S

11/29/22

12:56pm \$16.50 Burger 6oz Sirloin american bacon grilled onions 1ettuce tomato Monterey Blue Burger \$16.50 Beet Salad \$18,00 Add Grilled Chicken \$15.00 Burrata & White Bean \$66.00 Subtota1 Tax: \$4.85

Sub w/Tax:

Total

Flipside Burgers & Bar

Time: 12:58pm Date: 11/29/22

Check: 457238 Emp: Melanie S Table: BTH2

Card Type

*********2001 Card Number

Expiration Date ##/##

\$70.85 Amount

Tip: _____

Total:

MCCARTHY/D

Customer Copy Thank You For Joining Us.

\$70.85

\$70.85

Schmitt, Jared

From:

McCarthy, Denis

Sent:

Monday, January 9, 2023 11:14 AM

To:

Schmitt, Jared

Subject:

RE: AMEX reconciliation

Jared I understand and would be happy to reimburse if you request it. The non employee at lunch is the Fire Department Chaplain. The lunch was in recognition of her service and to plan programming for the upcoming year.

Thank you for the policy reminder Denis

From: Schmitt, Jared <JSchmitt@fairfieldct.org>
Sent: Monday, January 9, 2023 10:26 AM

To: McCarthy, Denis < DMcCarthy@fairfieldct.org>

Subject: AMEX reconciliation

Chief,

I received your AMEX reconciliation dated 12/29 (see attached). There is one item on there that is not eligible for reimbursement under our travel/meals policy (also attached) for the following reasons:

- The amount is in excess of the policy limits (\$12 for lunch)
- One person is not a Town employee (the Town only covers those costs related to Town employees)
- The meeting was not out of Town (was not more than 15 miles from your normal work location)

I won't seek reimbursement for this; however, please note the provisions of the policy in the future.

Let me know if you have questions.

Jared Schmitt

Chief Fiscal Officer

Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824

203.256.3032

TOWN OF FAIRFIELD AMERICAN EXPRESS RECONCILIATION VOUCHER - 2023 Please complete both pages

DEPARTMENT / NAME OF CARDHOLDER:	Fire / Denis McCarthy	
DATE OF AMEX STATEMENT: 05/14/2023	DATE SUBMITTED:	_

VENDOR*	ACCOUNT	AMOUNT (PRIOR EMAIL APPROVAL FOR PURCHASES \$1,000 OR MORE MUST BE ATTACHED TO THIS FORM)	ITEMIZED PURCHASE & JUSTIFICATION*
Harry & David	010-04010-56140	72.30	sympathy plant for DCs sister in law
Village Bagels	110-04010-58120 donation	41.60	functional assignment meeting
Somes	010-04010-56120	146.00	medals
		-	
			T

JUSTIFICATION REQUIRED:

- DESCRIPTION OF PRODUCT, PURPOSE, WHY THE ITEM WAS ORDERED ON THE CREDIT CARD RATHER
 THAN THROUGH THE PURCHASING/BIDDING PROCESS OR A PINK VOUCHER. FOR TRAVEL, MEETINGS
 AND MEALS, PLEASE REFER TO THE NECESSARY REQUIRED INFORMATION OUTLINED ON YOUR SIGNED
 CREDIT CARD POLICY AND COMPLETE THE ATTACHED MEETING & MEAL BACKUP IF APPROPRIATE..
- IF ANY OF THE ABOVE INFORMATION IS NOT INCLUDED, THE RECONCILIATION VOUCHER WILL BE RETURNED TO THE CARDHOLDER FOR IMMEDIATE COMPLETION.
- ALL SALES RECEIPTS MUST BE INCLUDED WITH THIS VOUCHER.
- IF THE TOWN PAYS THE INVOICE PRIOR TO THE SUBMISSION OF JUSTIFICATION DETAILS AND RECEIPT/BACKUP, THE CARDHOLDER MAY BE SUBJECT TO DISCIPLINE, UP TO AND INCLUDING TERMINATION, LOSS OF CREDIT CARD PRIVILEGES AND/OR REPAYMENT TO THE TOWN FOR THE PURCHASE(S), OR OTHER LEGAL ACTION.

I ATTEST THAT NONE OF THESE PURCHASES HAVE BEEN SPLIT TO AVOID TOWN BIDDING AND/OR APPROVAL REQUIREMENTS, NOR DO ANY OF THESE PURCHASES CIRCUMVENT PROPER PURCHASING POLICIES.

CARDHOLDER: _____

VIMENT DV.

DATE

DAIL._

APPROVED FOR PAYMENT BY:

DEPARTMENT HEAD:

(OR CFO IF CARDHOLDER IS A DEPARTMENT HEAD)

(THE ABOVE TWO SIGNATURES ARE REQUIRED)

DATE.

6/27/23

OVERLAPPING POLICIES AND RULES:

TOWN TRAVEL & MEETING POLICY, PURCHASING POLICY, FRAUD POLICY, ETHICS POLICY, EMPLOYEE OATH, CHARTER



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/gopaperless

Prepared For **DENIS MCCARTHY** TOWN OF FAIRFIELD

Account Number XXXX-XXXXX1-12001

Closing Date 05/14/23

Page 1 of 2

Previous Balance \$ New Charges \$ Other Debits \$ Payments \$ Other Credits \$ 0.00 259.90 0.00 0.00 0.00 **Balance** Due \$ Do Not Pay

259.90 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Date reflects either transaction or posting date

Card Nu	ımber XXXX-XXX	XX1-12001		Reference Code	Amount \$
04/22/23	HARRY & DAVID REF# 10493412870	800-345-5655 CATALOG GIFT	OR 04/21/23	10493412870	72.30
04/19/23	VILLAGE BAGELS REF# 73011003108	FAIRF FAIRFIELD VB1874@YAHOO.COM	CT 04/18/23	73011003108	41.60
04/28/23	WWW.SOMES.COM REF# 85409243118	201-843-1199 201-843-1199	NJ 04/28/23	85409243118	146.00
Total for	DENIS MCCART	НҮ		New Charges/Other Debits	259.90

Payments/Other Credits 0.00

Do not staple or use paper clips **Payment Coupon**

Account Number Enter 15 digit account number on all payments.

DENIS MCCARTHY TOWN OF FAIRFIELD 725 OLD POST RD **FAIRFIELD**

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.

Tesei, Sheila

McCartho

From:

Harry & David < Harryanddavid@harryanddavid-email.com>

Sent:

Friday, April 21, 2023 2:49 PM

To:

Tesei, Sheila

Subject:

Thank you! Your order's been placed.

Harry & David order confirmation

Gourmet Gifts

Pears & Fruit

Chocolates & Sweets

Bakery

THANK YOU FOR SHOPPING WITH US

Order #: W01005858816940

Order Date: 4/21/2023

View your order

Order Details

Recipient Address Arlene Dunn 191 Short Hill Ln Fairfield, CT 06825

CONFIRMED



Whow Blown

Reclaimed Wood Succulent Centerpiece

Product Number: 33002X

Price: \$59.99

Arrives On or Before: 04/26/2023

Quantity: 1
Gift Message:

The Dunn Family, With our deepest sympathy on

your loss. - The Fairfield Fire Dot

Billing Details

Billing Address
DENIS MCCARTHY
140 REEF ROAD
FAIRFIELD CT 06824 USA

Payment Method AMEX Last four digits: 2001

Order Total
Subtotal: \$59.99
Discount: -\$9.00
Shipping Charge: \$16.99
Tax: \$4.32

Order total: \$72.30

Can I make changes to my order?

You may be able to modify the recipient address, gift message and delivery date. Orders that can be modified will show blue links in the editable sections. Go to Modify My Order.

When will my gift be delivered?

Though delivery times can vary, we normally deliver between 9:00am and 8:00pm in the time zone where your gift is being delivered. Deliveries to Businesses are made during normal business hours. We will send you another email once your order has been delivered.

Looking for an update?

View your order status with our <u>online order tracking page</u>. If you still have questions give us a call at 1-877-322-1200, or Contact Us <u>here</u>. Please note: if your order has aiready been shipped or delivered, we unfortunately cannot make any changes or cancellation.





VILLAGE BAGELS

873 POST RD
FAIRFIELD, CT 06824
(203) 254-1750

2023-04-18 ORDER#	07:53 TUE POS-1_055
PRODUCT	TOTAL
6 X @ 2.65 MUFFIN DOZEN MISC TAX Non-Cash Adjustment	T1 \$15.90 \$16.00 T1 \$6.51 \$1.54
TAX1 TAXABLE TAX1 AMOUNT	\$22.41 \$1.65
TOTAL	\$41.60
SUBTOTAL CREDIT CARD INVOICE : 297 REFERENCE : 310811800 AUTH CODE : 890714	\$0.00 \$41.60
NO. 00010155 REG: PO	S-1 2 EMPLOYEE

THANK YOU!

Tesei, Sheila

From:

McCarthy, Denis

Sent:

Thursday, April 20, 2023 10:39 AM

To:

Tesei, Sheila

Subject:

Agenda for Joint Staff Meeting

Attachments:

Functional Assignments 2023.xlsx

Sheila please attach the agenda to the Amex charge from Village Bagels

Joint Staff Meeting Agenda

- 1. Opening Remarks Welcome and Statement of Purpose
 - Chief McCarthy
 - Chief Kalamaras
- 2. **Deputy Chiefs** Review Staff Assignments
 - DC Broderick to review PD Bureau and Divisions (handout)
 - DC Dunn to review Functional Assignments (handout attached)
- 3. Staff Introductions and comments on their areas of responsibilities 2 minutes each
- 4. Priorities roundtable discussion
 - Important issues the each agency needs to know about the other
 - What do officers want to learn more about the other agency
- 5. Next Steps

Functional Assignments 2023

Department Administration/Finance (

Chief McCarthy, DC Dunn

Operations Section

Asst. Operations

AC Caisse Lt. Delmhorst

Spec. Ops Lt. Charney

Water Lt. McKeon, FF Rainis

HazMat Lt. Cronin
Dive Lt. Greenhaw

Planning Section
Asst. Planning

AC Sherwood Lt. Smith

Preplans

Lt. Eannotti, LT. Smith (SHU), Lt. Polcer (FFU)

Equipment Hose

Lt. Delmhorst Lt. Polcer, FF Demko Lt. Galla, FF Rowan

Meters Water Supply TIC

Lt. Corbo/ Lt. Goletz Lt. Trembley, FF Demko

SCBA & Resp. Prot'n. Program

FFs Renda, K Smith, FFs Astuti, Falcone

Knox

FF Crawford, FF Batchelor

Logistics

AC Gomola

Logistics support

FFs Schumann, Pastir

Human Performance

AC Gomola

Peer Fitness Trainers

FFs. Salvato, Malkin, J Gomola, lannucci Krajcsik, Striebe, Rubenstein, Hubble

Smuda, Heath, Ducey Lts. Tuttle, Goletz

H.P. Inventory

FF J Gomola

Communications

AC Kalapir

Assistant Communications

Lt. Preteska

CAD

DC Dunn, AC Kalapir, Lt. Preteska

Mobile Radios
Portable Radios

FFs Ward, N Demko FFs Ward, Madia

Status Boards/RMS (within TOF lpads/Phones

Lt Preteska, FF Pond DC Dunn, FF Periera

UAS

Lt. Calandriello, Swindon, FF Ward

Training & Safety

AC Barry

EMS:

Lt. Pinckney-Infection Control

FF. Mitkowski EMS Protocol/Equipment
Safety Committee Lt. Fannotti DC Dunn, AC Barry, AC Gom

Lt. Eannotti, DC Dunn, AC Barry, AC Gomola,

Apparatus Committee

Lt Catandella, FFs Smuda, Murray, Astuti

AC Barry, DC Dunn, AC Sherwood, AC Caisse, M/M Demko, M/ Gillis, FFs. Renda, Eidam, Ducey, K Smith, N. Demko.

Safety Message

AC Barry: lead

Functional Assignments 2023

Life Safety, Enforcement & Investigation AC Higgins and FMO Staff **Public Education**

FMO Staff

Station Officers

Station 1 Lt. Greenhaw Station 2 Lt. Eannotti Station 3 Lt. Cronin Station 4 Lt. Trembley Station 5 Lt. Tuttle

Public Information/ Social Media

Lt. Smith, DC Dunn, Shift Commanders

After-Action Committee

DC Dunn, AC Barry, Lts. Smith, Tuttle, Catandella,

FFs Kibbe, MacDaniel

Peer Suppport

AC Barry, LTs Smith, Eannotti, DC Dunn- Dept. Liaison

Awards Committee

Lt. Smith, DC Dunn, AC Barry, LT Corbo,

FFs Petersen, Kibbe, MacDaniel, Eidam

TOWN OF FAIRFIELD

MEETING & MEAL BACKUP

Employee/Credit Card Holder Name: Denis Mc Carthy

Department: Fire

Meeting Date: 4/18/23 Meeting Purpose: Joint Staff Meeting (Fire 4-Police)

Meal Vendor and Cost: Village Bagel 5 - \$41.60

Participants:

Name	Department
Denis Mc Carthy	Fire
Robert Halamaras	Palice
Kyran Dunn	Fire
Keith Broderick	Police
Philip Higgins	Fire
Patrick Barry	fice
Roger Caisse	Fice
George Gomola	Fire
Schuyler Sherwood	Fire
Erik Kalapir	Fice
Loval	Police
Paris	Police
I zarri	Police
Riendeau	Police
Espisito	Police

World-Wide Uniforms, Inc.

Mailing Address: PO Box 68

Showroom Address: 314 Main Sreet

Hackensack, NJ 07602-0068

Tel: (201) 843-1199 Fax: (201) 843-3014 someunif@somes.com / www.somes.com

CUSTOMER ORIGINAL INVOICE

Account Number 400453 Invoice Date 05/01/23 Paymnt Due Date 05/01/23 Invoice Number V185953 Order ID No. 1002317

Terms Pre Pay

PAGE 1 OF 1

! WE'RE ALL ABOUT UNIFORMS!

SOLD TO:

FAIRFIELD FD

140 Reef Road

Attn: ACCOUNTS PAYABLE

Fairfield, CT 06824

SHIP TO:

FAIRFIELD FD

140 Reef Road

Attn: JEN FAR

Fairfield, CT 06824

203	3-254-4		SHIPPING ACCT. NO	JFAR@fairfieldct.org	E-MAIL		ONL	SALES REP
МС		NUMBER	AUTHORIZED BY PURCHASING	AFFILIATED AGENCY SAME	Hackens	os ack,NJ	S	HIP VIA
.INE	QTY.		ITEM NUMBER	DESCRIPTION		UNIT	UNIT PRICE	AMOUNT
1	5	FAWB-8		BAR-WOUNDED IN COMBAT,	NO HOLE	EA	5.00	25.0
2	20	FAWB-8		BAR-WOUNDED IN COMBAT		EA	5.00	100.0

					0.00	20.00
2	20	FAWB-8	BAR-WOUNDED IN COMBAT	EA	5.00	100.00
A	LL SAL	NO RETURNS ACCEPTED ES SUBJECT TO SOME'S TERMS AND CONDITIONS	PLEASE FORWARD ALL VOUCHERS		0.115	
		VISIT www.somes.com EOP DETAILS			SUB-TOTAL	125.00

VISIT www.somes.com FOR DETAILS **ALL SALES FINAL**

OFFICE USE ONLY Entered by: Pulled by: Inspected by: _____ Shipped by: Date:

ALL ABOUT UNIFORMS 21.00 * Government * County * Federal SHIPPING * City * State * Municipalities PLEASE REMIT PAYMENT TO: SALES TAX. SOME'S UNIFORMS INC. AMT.RECVD. **PO BOX 68** HACKENSACK, NJ 07602-0068 TOTAL DUE

\$146.00



56120

Order No: #1002317

Placed on: 4/28/2023

mccarthy

CUSTOMER INFORMATION

Jen Far

jfar@fairfieldct.org 203-254-4720

ORDER INFORMATION

Payment Method

Credit Card

Order PO No.

Service Type

N.A

Shipping Method

Standard Shipping

Standard Shipping

PRODUCT

WOUNDED IN COMBAT

Code: FAWB-8 **SKU:** 04817-001 **Brand:** Somes

Warehouse: Some's Uniforms Inc.

Hole: No Hole

WOUNDED IN COMBAT

Code: FAWB-8 **SKU:** 04817-004 **Brand:** Somes

Warehouse: Some's Uniforms Inc.

Hole: 1 Hole

SHOPPER ADDRESS DETAIL

SHIPPING ADDRESS

140 Reef Rd Fairfield, US-CT 06824 203-254-4720 US

BILLING ADDRESS

140 Reef Rd Fairfield, US-CT 06824 203-254-4720 US

ITEM PRICE

QTY

SUB TOTAL

\$5.00

5

\$25.00

\$5.00

20

\$100.00

Sub Total \$125.00

Shipping +\$21.00

Tax +\$0.00

Total \$146.00

Simpson, Cathleen

From:

Schmitt, Jared

Sent:

Wednesday, June 28, 2023 11:17 AM

To:

McCarthy. Denis

Cc:

Simpson, Cathleen

Subject:

RE: Credit Card Reconciliation

Chief,

I appreciate your followup comments.

Thanks,

Jared

From: McCarthy, Denis < DMcCarthy@fairfieldct.org>

Sent: Wednesday, June 28, 2023 11:11 AM

To: Schmitt, Jared <JSchmitt@fairfieldct.org>
Cc: Simpson, Cathleen <CSimpson@fairfieldct.org>

Subject: RE: Credit Card Reconciliation

Jared please see my comments in RED below

From: Schmitt, Jared < <u>JSchmitt@fairfieldct.org</u>>
Sent: Wednesday, June 28, 2023 10:41 AM
To: McCarthy, Denis < <u>DMcCarthy@fairfieldct.org</u>>
Cc: Simpson, Cathleen < <u>CSimpson@fairfieldct.org</u>>

Subject: Credit Card Reconciliation

Chief.

After reviewing your credit reconciliation for the month of May, here are few comments:

- I fully appreciate the sentiment behind the purchase of a plant to express sympathy to someone within the family of firefighters./ Unfortunately, that kind of personal purchase is not an allowable purchase under the policy. From time to time the department makes 'good will/benevolent' purchases like this and we charge them to the donations account and not municipal funds. Unfortunately this item was charged to Department supplies in error. Sheila Tesei is contacting Ms. Bosse to redirect the charge to the Donations account
- I'm CCing Cathleen to get her take on the purchase of medals. I see that the CBA requires the Town to purchase the initial dress uniform. I can't say definitively whether it requires the Town to cover the cost of medals. The medals are part of the Department Dress uniform and are a bona fide department purpose.
- As you know, the Town purchases are exempt from sales tax in Connecticut. Whenever possible, present the tax-exempt certificate so that we can take advantage of that benefit. Understood. Any violation of this policy is an oversight on our part and we will take steps to avoid taxation in the future.
- On a technical matter, you as the cardholder, should sign the attestation as you did; however, the second line is for me to sign after my review. Understood

Let me know if you have any questions.

Thanks.

Jared Schmitt

Chief Fiscal Officer

Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824

203.256.3032

chief

Www.somes.com 314 Main Street Hackensack,NJ 07601 Tel: 2018431199 MID: 540924290401116

Date: 04/28/23 07:48 am

Card Number: 2001
Card Holder: Jen Far
Card Type: AmEx
AVS Street: 140 Reef Rd
AVS Zip: 06824
Ref #: 3418659096
Auth Code: 195776
Invoice #:
PO #:
Order #:
Type of Sale: Credit Card Sale
Line Item:
Customer ID:

Order #1163482

AMOUNT: 146.00

TOTAL: 146.00

Jen Far	
ocii i ai	

I AGREE TO PAY ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT

5

Simpson, Cathleen

From:

Broderick, Keith

Sent:

Monday, June 19, 2023 3:23 PM

To:

Simpson, Cathleen

Cc: Subject: Kalamaras, Robert RE: Follow Up Review

Attachments:

Credit Card Audit form Cap. E. Weihe.pdf; Pete Koval Credit Card Audit.pdf

Cathleen,

Please find the Credit Card audit forms from Captain Koval and Captain Weihe.

Thanks, Keith

Keith Broderick

Deputy Chief

Fairfield Police Department
100 Reef Rd
Fairfield Ct. 06824
203-254-4816
Kbroderick@fairfieldct.org
https://www.fpdcops.com/scholarship/
https://fpdct.com/foundation/

From: Simpson, Cathleen < CSimpson@fairfieldct.org >

Sent: Monday, June 19, 2023 11:02 AM

To: Craig Manemeit <cmanemeit@upseu.org>; Broderick, Keith <KBroderick@fairfieldct.org>

Subject: FW: Follow Up Review

Sorry left you off out of the loop on this last one.

From: Simpson, Cathleen

Sent: Monday, June 19, 2023 10:59 AM

To: Esposito, Felix < FEsposito@fairfieldct.org>

Cc: Quiles, Raymond < RQuiles@fairfieldct.org >; Courtemanche, Joanne < JCourtemanche@fairfieldct.org >; Kalamaras,

Robert < RKalamaras@fairfieldct.org>

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Sent: Wednesday, June 14, 2023 6:21 PM **To:** Esposito, Felix < FEsposito@fairfieldct.org>

Cc: Quiles, Raymond < RQuiles@fairfieldct.org >; Courtemanche, Joanne < JCourtemanche@fairfieldct.org >; Kalamaras,

Robert < RKalamaras@fairfieldct.org>

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- Thomson Reuters Westlaw \$126.95

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Cathleen A. Gimpson
Suman Resources Director
Town of Fairfield
Sultivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

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Officer	reter	Toval	

Date 6/19/23

Date	Amount	Vendor/location	Reason	
6/27/21	\$500.00	Garelick and Herbs	Food for firework mutual aid detail.	
7/1/21	\$1,008.00	Land and Sea Power Sports	Jet Ski service for Marine Unit	
6/26/21	\$227.98	Light Industries	Tools for PD garage	
-				
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Date	Amount	Vendor/location	Reason
7/8/21	\$31,89	Bed Bath and Beyond	A water boiling kettle was purchased for the Administrative Services Bureau to make coffee, tea, soup, oatmeal, etc. which is especially helpful when working holidays or major inclement weather, when local businesses are not open.
8/5/21	\$695	FBI LEEDA Training	This was a week-long training for Public Information Officers. I do not know why the email I received labeled it as a "Charitable Event."
6/28/22	\$90	Champion Awards and Promotions	This is the vendor we use every three months to design the plaques for our Officer of the Quarter award.
7/10/22	\$143	Andros Diner	This purchase provided food to the officers tied up and working overnight on the juvenile homicide at Calvin United Church

Captain Edward J. Weihe, Jr., Badge #104, Employee ID 4285

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Wednesday, June 14, 2023 6:21 PM

To:

Esposito, Felix

Cc:

Quiles, Raymond; Courtemanche, Joanne; Kalamaras, Robert

Subject:

HR Review

Attachments:

Back up F Esposito.pdf

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Cathleen H. Simpson

Human Resources Director

Town of Fairfield

Sullivan Independence Hall

725 Old Post Road

Fairfield, CT 06824 (475) 350-6002

TOWN OF FAIRFIELD **AMERICAN EXPRESS**

AMEX RECONCILIATION VOUCHER (with closing date of 7/13/2022)

TODAY'S DATE: 07/19/22

DEPARTMENT: POLICE DEPARTMENT

Lt. Felix Esposito

Purchase Date:	Description:	Amount:	ACCOUNT # TO CHARGE:
07/04/22	Lexnex Risk Data (Accurint) Monthly Subscription Fee (Invoice #1204590-20220630 dated 06/30/22)	\$ 269.50	01004030-53200
06/24/22	Thomson Reuters Eagan for Westlaw Legal Research Software Monthly Subscription Fee (Invoice #846453347 dated 06/01/22) (Training)	\$ 126.95	01004030-53200
7/01/22	Water-delivery for FPD Administration Area-Crystal Rock Bottled Water Bill	\$ 7.73	01004030-56110

TOTAL AMOUNT: \$ 404.18

AMEX DETAIL STATEMENT ATTACHED

AUTHORIZATIONS REVIEWED BY:

DS. Brock KEITH BRODERICK

DEPUTY CHIEF OF POLICE

APPROVED FOR PAYMENT BY:

ROBERT KALAMARAS

CHIEF OF POLICE

N.F.



Corporate Purchasing Cardmember Report

Lt. Felix Esposito July 2022 AMEX Bill

r Online nts

.com/gopaperless

Prepared For **FELIX ESPOSITO** TOWN OF FAIRFIELD

XXXX-XXXXX4-43003

Closing Date 07/13/22

Page 1 of 2

				Balance
New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Due \$ Do Not Pay
404.18	0.00	705.33	0.00	404.18 For important information regarding your account
	The state of the s	- Company of the Comp	1 dymena 3	- dynama 3 Ones Credits 3

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920

Card Nu	Imber XXXX-XXXXX4-43003	Reference Code	Amount \$
06/23/22	CORPORATE REMITTANCE RECEIVED 06/23		-705.33
07/04/22	LEXNEX RISK DATA EOM 866-818-0183 GA REF# AL3C7F574AA MULTIPRODUCT 07/04/22	5-3000 53200	269.50
06/24/22	THOMSON REUTERS EAGA EAGAN MN 120138368 6148600923 068246 06/24/22	12013836810	126.95
	ORD 6148600923 ;REQ FELIX F ESPOSIT IT1 ONLINE/SERV;UPI 125.6900;QTY1	53000	
	IT2 ;UPI 0.0000;QTY FRT 0.00;HDL 0.00;ITM1 ROC NUMBER 1201383681	5 7100 53200	
07/01/22	WATER - COFFEE DELIV ATLANTA GA REF# 077231607 800-492-8377 07/01/22	07723160700	7.73

Total for FELIX ESPOSITO

New Charges/Other Debits Payments/Other Credits

404.18 -705.33

Do not staple or use paper clips

Payment Coupon



Enter 15 digit account number on all payments.

FELIX ESPOSITO TOWN OF FAIRFIELD 100 REEF ROAD **FAIRFIELD**

CT 06824 See reverse side for instructions on how to update your address, phone number, or email.



28330 Network Place Chicago, IL 60673-1283 866-528-0570

LexisNexis, a division of RELX Inc For itself or its affiliates

> Fairfield Connecticut Police Department Attn: Felix Esposito 100 Reef Rd Fairfield, CT 06824-5999 USA

Payments, Credits & Adjustments

Date	Invoice Number	Description	Amount
6/30/2022		Credit Card Payment AMEX Auth-Code: 133350	(\$269.50)
	7	Total	(\$269.50)

New Activity Summary

Date	Description		Amount
6/30/2022	124 Real-Time Phone Searches		\$62.00
6/30/2022	5 Real-Time Phone Searches [iPhone]		\$2,50
6/30/2022	June 2022 Contract fee		\$205.00
		Total Charges	\$269.50
		Total Tax	\$0.00
1204590-20220630	Due Date 7/30/2022	Total	\$269.50

Please include your full invoice number on all remittance to ensure proper credit.

Invoice

Current Amount Due	USD \$0.00
Outstanding Balance	USD \$0.00
Total Balance	USD \$0.00
Invoice Number	1204590-20220630
Invoice Date	Jun 30, 2022
Billing ID	1204590
Terms	Credit Card 30
Representative	Suzanne C Poulton
Billing Period	6/1/2022
-	6/30/2022

Questions about your bill? 866-528-0570

LNBIlling@lexisnexisrisk.com

To view account activity and pay online: Log on to https://invoice.risk.lexisnexis.com Become a registered user of EPIC 360 to begin viewing invoices, printing invoices, accessing account activity details and paying invoices online.

Please Remit Payment To: LexisNexis Risk Data MGT, LLC Billing ID 1204590 28330 Network Place Chicago, IL 60673-1283

In order to ensure our customers are not impacted by fraudulent phishing attempts we advise you to never accept remittance information change requests from unsolicited emails or phone calls. All LexisNexis Risk Solutions changes will be communicated via messages attached to your invoice. Please report any suspicious activity to security@relx.com.

Invoice



THOMSON REUTERS

Thomson Reuters West Publishing Corporation, as agent for Thomson Reuters Enterprise Centre GmbH 610 Opperman Drive Eagan, MN 55123-1396

FELIX F ESPOSITO JR 80 JUDSON RD FAIRFIELD, CT 06824-6667

FELIX F ESPOSITO JR

Invoice #: 846453347 Account #: 1000757280 Invoice date: June 1, 2022 Purchase order #:

> Total Due in USD **Autopay**

Payment Due by **Autopay**

Summary	Charge USD	Tax USD	Total USD	
ONLINE/SOFTWARE SUBSCRIPTION CHARGES	125.69	1.26	126.95	
TOTAL INVOICE AMOUNT	125.69	1.26	126.95	

Billing Note

Find information on how to read your invoice and other commonly asked billing questions under the Billing, payment, returns & refunds section online at legal.thomsonreuters.com/en/support.

Self-Service online resources

Sign up for E-delivery of invoices at http://ebilling.thomsonreuters.com

To manage your account sign up at MyAccount: http://myaccount.tr.com/westlaw

For online support contact us at http://legal.thomsonreuters.com/en/support

1000757280

Total invoice amount will be charged to your credit card on or after June 24, 2022

FELIX F ESPOSITO JR

Invoice #: 846453347 Account #: 1000757280 Invoice date: June 1, 2022

To make a payment electronically log on to https://www.thomsonreuters.com/en-us/account/billing/guest/pay Set up your payment to be withdrawn electronically using direct debit or credit card.

Invoice due date: Autopay Amount due in USD: Autopay

Please make checks payable to the following, as agent for Thomson Reuters Enterprise Centre GmbH:

Thomson Reuters - West Payment Center P.O. Box 6292

97-6292

Westlaw Legal Research Software **Monthly Subscription Fee** (Training)

Esposito, Felix

From:

Customer Care < Customer Care@wateremail.com>

Sent:

Friday, July 1, 2022 11:35 PM

To:

Esposito, Felix

Subject:

Thank You! Your payment was approved

View in Browser



Log in



Hi There,

Your recent payment did go through.

FPD Administration Area Crystal Rock Bottled Water Bill

Account number: **843969719584293**Amount of payment: **\$7.73**

Thanks for your payment of \$7.73. Your payment confirmation # is 165616. Please retain this for your records.

UPDATE PAYMENT INFORMATION



Privacy Policy
Customer Service

Follow us

This transactional email has been sent to you as a part of your recurring delivery service with Crystal Rock.

If you need help or would like to contact us, please call 1-800-492-8377 or visit our customer portal at https://www.crystalrock.com/myaccount.

Primo Water North America 2300 Windy Ridge Parkway Suite 500 N

From:

Simpson, Cathleen

Sent: To:

Monday, June 19, 2023 11:02 AM 'Craig Manemeit'; Broderick, Keith

Subject:

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725 Old Post Road
Fairfield, ET 06824
(475) 350-6002

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Cathleen H. Simpson

Human Resources Director Town of Fairfield Gullivan Independence Hall 725 Old Post Road Fairfield, CT06824 (475) 350-6002

From:

Martire, Gabrielle

Sent:

Friday, June 30, 2023 8:18 AM

To:

Simpson, Cathleen

Cc:

Quiles, Raymond

Subject:

Town CC Reconciliations

Attachments:

20230630081225.pdf

Good morning!

Please see the attached documents per your request.

Have a great holiday weekend!

Thank you.

Best Regards,

Gabrielle Martire
Executive Assistant to The Chief of Police
Fairfield Police Department
100 Reef Road
Fairfield, CT 06824
O: 203-254-4839
M: 203-556-0129

gmartire@fairfieldct.org

Date	Amount	Vendor/location	Reason
7-4-22	\$269.50	Lexnex Risk Data \$269.50	This is the monthly subscription charge for the police department's LexisNexis (Accurint) account. Accurint "is a direct connection to public records to help verify identities, conduct investigations and detect fraud." It is used as an investigative tool.
6-24-22	\$126.95	Thomson Reuters Westlaw \$126.95	This is the monthly subscription charge for the police department's Westlaw account. The department maintains a Connecticut-only Westlaw subscription to allow for up to date access to case law, statutes, and public acts. It allows us to stay current on changes in Connecticut law that effect the agency, especially in the last few years and the passage of the Police Accountability Bill.
			*

OfficerLt. Felix Esposito	Date6-20-23
Audited and reviewed by Chief Robert Kalamaras.	Date: 6/21/2023

Chief Robert Kalamaras

From:

Simpson, Cathleen

Sent:

Wednesday, June 14, 2023 6:29 PM

To:

Gunter, Gregory

Cc:

Quiles, Raymond; Kalamaras, Robert; Courtemanche, Joanne

Subject:

HR Review

Attachments:

Back up G Gunter.pdf

Good Evening,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below as well. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town business.

• 8/6/20 Flags \$\$1,827.14

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative who may assist you if you so choose with this matter.

Cathleen Ft. Gimpson Suman Resources Director Town of Fairfield Gultivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0151 - Police	Sergeant Gregory Gunter
DATE:	8/13/2020	

ACCOUNT	AMOUNT
010-04030-56140	\$1,827.14
	" Salar Sala
TOTAL	\$1,827.14

AMEX DETAIL STATEMENT ATTACHED of Mall



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For GREGORY GUNTER TOWN OF FAIRFIELD

Account Number XXXX-XXXXX0-62004

Closing Date 08/13/20

Page 1 of 2

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Balance Due \$ Dc	Not Pay
0.00	1,827.14	0.00	0.00	0,00	reg	important information arding your account or to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbill or call Customer Service at 1-800-492-4920 .

Activity Date reflects either transaction or posting date						
Card Nu	mber XXXX-XXXXX0-62004		Reference Code	Amount \$		
08/06/20	QUALITY FLAGS INC 00 GURNEE REF# 9999990219 8476722660 MISC RETAIL ROC NUMBER 999999021920001	1L 08/06/20	9999990219	900.00		
08/06/20	QUALITY FLAGS INC 00 GURNEE REF# 99999990219 8476722660 MISC RETAIL ROC NUMBER 9999999021920001	IL 08/06/20	9999990219	927.14		
Total for	GREGORY GUNTER		New Charges/Other Debits Payments/Other Credits	1,827.14 0.00		

Flags

Do not staple or use paper clips **Payment Coupon**

Account Number Enter 15 digit account number on all payments.

GREGORY GUNTER TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.

Order



Page 1/1 Order S020068243 Date 7/13/2020

Quality Flags, Inc. 1485 Saint Paul Avenue Gurnee IL 60031-2149

Bill To:

FAIRFIELD POLICE BENEVOLENT ASSOCIATION

100 REEF ROAD

FAIRFIELD CT 06824

Ship To:

FAIRFIELD POLICE BENEVOLENT ASSOCIATION

SGT GUNTER 100 REEF ROAD FAIRFIELD CT 06824

Purchase	Order No.	Custo	mer ID	Salesp	erson ID	Shipping Method	Payment Term	s R	eg Ship Date	Master No.
CHARGE		2032544849	9				payment parm		3/2020	10,029,971
Ordered	Shipped	B/O	Item N	umber		Description	Discou	int	Unit Price	Ext. Price
300	300	0	10610568		Fairfield Police Flag on staff 12x18" Nylo			\$0.00	\$5.97	\$1,791.00

Subtotal	\$1,791.00
Misc	\$0.00
Tax	\$0.00
Freight	\$36.14
Trade Discount	\$0.00
Total	\$1,827,14

From:

Simpson, Cathleen

Sent:

Monday, June 19, 2023 11:23 AM

To:

Kalamaras, Robert; Gunter, Gregory

Cc:

Quiles, Raymond; Courtemanche, Joanne; Craig Manemeit; Broderick, Keith

Subject:

RE: Follow up HR Review

Just consider it closed out as he is unavailable for response.

From: Kalamaras, Robert < RKalamaras@fairfieldct.org>

Sent: Monday, June 19, 2023 11:07 AM

To: Simpson, Cathleen <CSimpson@fairfieldct.org>; Gunter, Gregory <GGunter@fairfieldct.org>

Cc: Quiles, Raymond <RQuiles@fairfieldct.org>; Courtemanche, Joanne <JCourtemanche@fairfieldct.org>; Craig

Manemeit <cmanemeit@upseu.org>; Broderick, Keith <KBroderick@fairfieldct.org>

Subject: RE: Follow up HR Review

Cathleen,

Greg Gunter retired on April 8th 2022. How would you like to proceed with this?

Robert Kalamaras

Chief of Police

Fairfield Police Department 100 Reef Road, Fairfield, CT 06824 (203) 254-4828 rkalamaras@fairfieldet.org www.fpdet.com







From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Monday, June 19, 2023 10:55 AM

To: Gunter, Gregory < GGunter@fairfieldct.org>

Cc: Quiles, Raymond < RQuiles@fairfieldct.org>; Kalamaras, Robert < RKalamaras@fairfieldct.org>; Courtemanche,

Joanne < JCourtemanche@fairfieldct.org>; Craig Manemeit < cmanemeit@upseu.org>; Broderick, Keith

< KBroderick@fairfieldct.org>
Subject: Follow up HR Review

Good Morning,

I want to apologize for failing to give you and your union representative more notice as well as further explanation as to why HR is conducting this administrative investigation. Your union also requested that I incorporate a Garrity warning as part of this questionnaire, which you will find below.

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is

responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase, we are seeking that information from those that it may be unclear. We recognize that Department Heads signed off on your reconciliation report and the Finance processed them. Accordingly, there is no presumption that you engaged in any misconduct. As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason.

Please be assured neither you nor your Department is being singled out. This is a global review of all Town credit card holders.

We have partnered with Finance and Purchasing to revise the credit card policy to include better reporting forms to ensure the business purpose is clear. We are also in the process of scheduling training and discussion on purchasing and protocol as we are aware employees have not received such training and in some cases, insufficient notice.

HR would ask if you could respond to the best of your abilities and with your union's assistance, information to identify what the business purpose was, if you recall, for the items listed. I provided back up as it could be helpful to refresh your recollection. The response does not have to be elaborate, for instance: "meeting", "training", "equipment for repair", "water for office", "replacement coffee maker for break room".

I hope this helps to clarify this for you and again, my apologies for not doing better with advance and proper notice. My intent was not to cause undue stress or worry.

Garrity Warning:

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of this questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
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- During the course of this questioning, even if you do disclose information which indicates that
 you may be guilty of criminal conduct in this matter, neither your self-incriminating statements,
 nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in your dismissal from the Town.

From: Simpson, Cathleen

Sent: Wednesday, June 14, 2023 6:29 PM
To: Gunter, Gregory < GGunter@fairfieldct.org>

Cc: Quiles, Raymond < RQuiles@fairfieldct.org >; Kalamaras, Robert < RKalamaras@fairfieldct.org >; Courtemanche,

Joanne <JCourtemanche@fairfieldct.org>

Subject: HR Review

Good Evening,

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8/6/20 Flags \$\$1,827.14

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Cathleen II. Simpson
Suman Resources Director
Town of Fairfield
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

From:

Simpson, Cathleen

Sent:

Monday, June 19, 2023 10:55 AM

To:

Gunter, Gregory

Cc:

Quiles, Raymond; Kalamaras, Robert; Courtemanche, Joanne; 'Craig Manemeit';

Broderick, Keith

Subject:

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Cc: Quiles, Raymond < RQuiles@fairfieldct.org>; Kalamaras, Robert < RKalamaras@fairfieldct.org>; Courtemanche,

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Cathleen II. Simpson Human Resources Director Town of Fairfield Sultivan Independence Hall 725 Old Prss Road Fairfield, CT 06824 (475) 350-6002

From: Simpson, Cathleen

Sent: Monday, June 19, 2023 11:23 AM **To:** Kalamaras, Robert; Gunter, Gregory

Cc: Quiles, Raymond; Courtemanche, Joanne; Craig Manemeit; Broderick, Keith

Subject: RE: Follow up HR Review

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To: Simpson, Cathleen <CSimpson@fairfieldct.org>; Gunter, Gregory <GGunter@fairfieldct.org>

Cc: Quiles, Raymond <RQuiles@fairfieldct.org>; Courtemanche, Joanne <JCourtemanche@fairfieldct.org>; Craig

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Chief of Police

Fairfield Police Department

100 Reef Road, Fairfield, CT 06824 (203) 254-4828 rkalamaras@fairfieldct.org www.fpdct.com





(O)



From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Monday, June 19, 2023 10:55 AM

To: Gunter, Gregory < GGunter@fairfieldct.org >

Cc: Quiles, Raymond <RQuiles@fairfieldct.org>; Kalamaras, Robert <RKalamaras@fairfieldct.org>; Courtemanche,

Joanne < <u>JCourtemanche@fairfieldct.org</u>>; Craig Manemeit < <u>cmanemeit@upseu.org</u>>; Broderick, Keith

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Cc: Quiles, Raymond < RQuiles@fairfieldct.org >; Kalamaras, Robert < RKalamaras@fairfieldct.org >; Courtemanche,

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Subject: HR Review

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Cathleon H. Gimpson
Human Resources Director
Town of Fairfield
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

From:

Simpson, Cathleen

Sent:

Wednesday, June 14, 2023 6:17 PM

To:

Ioli, Christopher

Cc:

Quiles, Raymond; Courtemanche, Joanne; Kalamaras, Robert

Subject:

HR Review

Attachments:

Back Up C Ioli,pdf

Good Evening,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below as well. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town business.

- 7/17/20 \$199.85 ; 7/18/20 \$189.15 Florist
- 7/28/21 Enterprise Car rental \$1963.07
- 6/22/21 Enterprise Car Rental \$1,965.16
- 7/1/21 Enterprise Car Rental \$1,168.56

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative who may assist you if you so choose with this matter.

Cathleen H. Simpson Human Resources Director Town of Fairfield

Gullivan Independence Hall 725 Old Post Road

Fairfield, CT 06824

(475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0151 - Police	Sergeant Christopher Ioli
DATE:	8/13/2020	
	ACCOUNT	AMOUNT
	010-04030-53200	\$625.00
	010-04030-56140	\$389.00
	010-04030-56140	credit \$389.00

TOTAL

\$625.00

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For CHRISTOPHERIOLI TOWN OF FAIRFIELD

Account Number XXXX-XXXXX1-71005

Closing Date 08/13/20

Page 1 of 2

Balance Previous Balance S New Charges \$ Due \$ Do Not Pay Other Debits \$ Payments \$ Other Credits \$ 80.00 1,014.00 625.00 For important information regarding your account refer to page 2. 0.00 80.00 389.00

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbill or call Customer Service at 1-800-492-4920 .

Card Nu	Imber XXXX-XXXXX1-71005		Reference Code		Amount \$
07/22/20	CORPORATE REMITTANCE RECEIVED	07/22			20.00
07/16/20	CRASHDATAGR 8002807940 REF# 10043989600 8002807940 TOOLS AND EQUIPMENT ROC NUMBER 100439896007	CA 07/15/20	10043989600	4030-53200	-80.00 625.00
07/17/20	TLF=NEWTON FLORIST 0 NEWTON REF# 31099530199 828-4644321	NC 07/16/20	31099530199	56140	199.85
07/18/20	TLF=NEWTON FLORIST 0 NEWTON REF# 31099530199 828-4644321	NC 07/17/20	31099530199	56140	189.15
37/18/20	TI E-NEWTON ELOPIOS A LISTE			-0,70	

07/17/20

Total for CHRISTOPHER IOLI

REF# 31099530199

TLF=NEWTON FLORIST 0 NEWTON

828-4644321

07/18/20

New Charges/Other Debits Payments/Other Credits

Credit 1,014.00 -469.00

-389.00

Do not staple or use paper clips Payment Coupon

Account Number Enter 15 digit account number on all payments.

CHRISTOPHER IOLI TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824-6689 0 F/18/250

31099530199

See reverse side for instructions on how to update your address, phone number, or email.



INVOICE

P: 800-280-7940

E: crash@crashdatagroup.com

INVOICE # REV
INV9333

BILL TO

Fairfield PoliceDepartment 100 Reef Road Fairfield, CT 06824



Michael Paris mparis048@att.net

Payment by Check

- 1. Payable to: Crash Data Group Inc
- 2. Mailed to:

PO Box 892885

Temecula, CA 92589

Government Purchase Orders:

- 1. We do NOT accept POs that are less than \$500.00
- 2. Reference the "Invoice #" on the PO
- 3. All POs must be signed
- 4. Include the name, e-mail, and phone of the purchashing agent
- All POs must be NET30 Terms and issued to: Crash Data Group Inc, PO Box 892885, Temecula, CA 92589
- 6. POs may be emailed to crash@crashdatagroup.com

DATE	PURCHASE ORDER #	SHIP VIA	TERMS	DUE DAT	TE PREP	BY R	REP
7/15/2020	Amex	Electronic	paid	7/15/20	20		SC
ITEM	DI	ESCRIPTION		QTY	RATE	TE AMOUNT	
ITEM	Annual CDR Software Subscri (07-15-2020 to 07-15-2021) Amex xxx61004 - \$625.00 Amex xxx71005 - \$625.00		8 JUL	1 1	1,250.00		50.00

FEIN: 46-3027670

Download our W9, Sole Source and other documents at http://crashdatagroup.com/support

SUBTOTAL	\$1,250.00
SALES TAX (0.0%)	\$0.00
TOTAL	\$1,250.00
PAYMENTS/CREDITS	-\$1,250.00
BALANCE DUE (USD\$)	\$0.00

TOWN OF FAIRFIELD

AMERICAN EXPRESS

AMEX RECONCILIATION VOUCHER

TODAY'S DATE: August 15, 2021

DEPARTMENT: POLICE DEPARTMENT

Detective Bureau:SGT. C. IOLI

DATE OF PURCHASE	DESCRIPTION	AMOUNT OF PURCHASE	ACCOUNT # TO CHARGE
07/28/2021	ENTERPRISECar Rental	\$1,963.07	010004030-53310

TOTAL AMOUNT DUE: \$1,963.07

AMEX DETAIL STATEMENT & RECEIPTS ATTACHED

AUTHORIZATIONS REVIEWED BY:

JOHN BUCHERATI

DEPUTY CHIEF OF POLICE

DATE

APPROVED FOR PAYMENT BY:

ROBERT KALAMARAS

CHIEF OF POLICE

DATE



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For CHRISTOPHER IOLI TOWN OF FAIRFIELD

Account Number XXXX-XXXXX1-71005

Closing Date 08/13/21

Page 1 of 2

 Previous Balance \$
 New Charges \$
 Other Debits \$
 Payments \$
 Other Credits \$

 3,133.72
 1,963.07
 0.00
 3,133.72
 0.00

Balance
Due \$ Do Not Pay

1,963.07 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor.call Customer Service at 1-800-492-4920.

Activity

Date reflects either transaction or posting date

Card Nu	ımber XXXX-XXXXX1-71005	Reference Code	Amount \$
07/23/21	CORPORATE REMITTANCE RECEIVED 07/23		-3,133.72
07/28/21	ENTERPRISE 128361 FAIRFIELD CT R/A# 3S2F3T ENTERPRISE RE 07/27/21 ENTERPRISE 128361 01810128361 LOCATION DATE/TIME RENTAL AGREEMENT	01579534500	1,963.07
	FAIRFIELD CT 06/30/21 015795345 000000 RETURN TR# FAIRFIELD CT 07/27/21 CHRISTOPHER 1014		

Total for CHRISTOPHER IOLI

New Charges/Other Debits Payments/Other Credits 1,963.07 -3,133.72

Do not staple or use paper clips **Payment Coupon**

Account Number

Account Number Enter 15 digit account number on all payments.

CHRISTOPHER IOLI TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.

Payments: The American Express® Corporate Purchasing Card statement is payable in full by your Company upon receipt. Payments received after 5:00 pm may not be credited until the next day. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. The Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert remittance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any representments, by transmitting the amount of the check, routing number, account number, and check serial number to the financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, Company authorizes us to initiate an electronic debit from its bank or asset account. When we process a check electronically, payment may be debited to the bank or asset account as soon as the same day we receive the check, and that cancelled check will not be received with that bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Purchasing Card, please note that you are eligible to pay your bill online.

Authorizations for Electronic Payments: By using Pay by Computer, Pay by Phone or any other electronic payment service of ours, you will be authorizing us to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 5:00 pm may not be credited until the next day.

Transactions Made in Foreign Currencies: If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently the conversion rate that we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, in each instance increased by 2.5%. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

In Case of Errors or Questions About Your Bill: If you think your bill is incorrect, or if you need more information about a transaction on your bill, please call 1-800-492-4920 or the number on the back of your Card. You can also write us on a separate sheet of paper at the Customer Service address noted to the right. If you have a dispute concerning goods and services purchased with the Corporate Purchasing Card, you should contact the merchant directly. If you are unable to obtain resolution, please contact us at 1-800-492-4920.

When Contacting Us Regarding Errors or Questions: We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. When contacting us, please give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about.

Note: Your corporation, firm or organization may have its own policy or customized program, which takes precedence over any provision stated above.



Manage your Card account online at: www.americanexpress.com /checkyourbill



For all further inquiries, please call the number on the back of your Card.

If your Card has been lost or stolen, please call 1-800-492-4920.

International Collect: 1-336-393-1111.

Hearing Impaired Services: Dial Relay 711 and 1-800-492-4920.

Large Print and Braille Statements: 1-800-492-4920.



Customer Service P.O. Box 53611 Phoenix, AZ 85072-3611

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.



Renter Information

Renter Name

CHRISTOPHER IOLI

Renter Address

RIDGEFIELD, CT 06877

USA

Renter Address

FAIRFIELD, CT 068245919

USA

Vehicle Information

TAHO

License #: 406QHP

State/Province: CO

Unit #: 7VSVSJ

Vehicle #: MR270418

Vehicle Class Driven

Full Size SUV 5 door/Automatic/Air

Vehicle Class Charged

Full Size SUV 5 door/Automatic/Air

Odometer Mileage/Kilometers

Starting: 7462

Total: 747

Fuel

Starting: FULL

Ending: 16.9g

Ending: 8209

Thank you for renting Whit Enterodise Rent A-Ca.

We appreciate your business!

This email was automatically generated from an unattended mailbox, so please do not reply to this e-mail. If you have any questions about your

rental, please view our Frequently

Trip Information

FAIRFIELD, CT 06824-6231

Pickup

FAIRFIELD

653 POST RD

Wednesday, June 30,

Return

Tuesday, July 27, 2021 2:06 PM

FAIRFIELD

653 POST RD

FAIRFIELD, CT 06824-6231

USA

_		9	
\mathbf{L}	11		I CJ.

USA

Subtotal

\$0.00

10:35 AM

Renter Charges

Rental Rate	Time & Distance 1 Month at \$1,649.99 / Month	\$1,649.99
Add-Ons	Refueling Charge (\$4.00 / Gallon)	\$14.00
Taxes and Fees	Motor Vehicle Rental Surcharge (\$3.99 / Day) Sales Tax (9.35%) Tourism Account Surcharge (\$1.00 / Day)	\$107.73 \$164.35 \$27.00
Total		\$1,963.07

(Subject to audit)

Amount charged on July 27, 2021 to AMERICAN

EXPRESS (1005)

(\$1,963.07)

Amount Due

\$0.00

TOWN OF FAIRFIELD

AMERICAN EXPRESS

AMEX RECONCILIATION VOUCHER

TODAY'S DATE: JULY 15, 2021

Please note the below charges are for the 2020-2021 Fiscal Year

DEPARTMENT: POLICE DEPARTMENT

Detective Bureau: SGT. C. IOLI

DATE OF PURCHASE	DESCRIPTION	AMOUNT OF PURCHASE	ACCOUNT # TO CHARGE
06/22/2021	ENTERPRISE / CAR RENTAL	\$1,965.16	010004030-53310
	DATES: 05/18-06/17/2021		FISCAL YEAR 2020-2021
07/01/2021	ENTERPRISE / CAR RENTAL	\$1,168.56	010004030-53310
	DATES: 06/17-06/30/2021		FISCAL YEAR 2020-2021

TOTAL AMOUNT: \$3,133.72

AUTHORIZATIONS REVIEWED BY:

JOHN BUCHERATI

DEPUTY CHIEF OF POLICE

ATE

APPROVED FOR PAYMENT BY:

ROBERT KALAMARAS

CHIEF OF POLICE

DATE



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/gopaperless

Prepared For CHRISTOPHER IOLI TOWN OF FAIRFIELD

Account Number XXXX-XXXXX1-71005

Closing Date 07/13/21

Page 1 of 2

Balance			
Due \$	Do	Not	Pay

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$
0.00	3,133.72	0.00	0.00	0.00

3.133.72 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity

Date reflects either transaction or posting date

Card Numb	er XXXX-XX	XXXX1-71005
-----------	------------	-------------

Reference Code

Amount \$

06/22/21 **ENTERPRISE** 128361 FAIRFIELD

1,965.16

R/A# 3D035V

ENTERPRISE RE 06/21/21 128361 01810128361 01077186300

ENTERPRISE LOCATION DATE/TIME

RENTAL AGREEMENT

FAIRFIELD 000000

CT 05/18/21

010771863

RETURN TR#

FAIRFIELD

CT 06/17/21

IOLICHRISTOPHER

01207321100

1,168.56

07/01/21

ENTERPRISE R/A# 3PL2P7 128361 FAIRFIELD

CT 06/17/21

ENTERPRISE RE 06/30/21

ENTERPRISE

128361 01810128361

012073211

LOCATION DATE/TIME

RENTAL AGREEMENT FAIRFIELD

000000

RETURN TR#

Total for CHRISTOPHER IOLI

CT 06/30/21

FAIRFIELD IOLICHRISTOPHER

> New Charges/Other Debits Payments/Other Credits

3,133,72

Do not staple or use paper clips

Payment Coupon

Account Number Enter 15 digit account number on all payments.

CHRISTOPHER IOLI TOWN OF FAIRFIELD 725 OLD POST RD **FAIRFIELD**

CT 06824-6689 See reverse side for instructions on how to update your address, phone number, or email. Payments: The American Express® Corporate Purchasing Card statement is payable in full by your Company upon receipt. Payments received after 5:00 pm may not be credited until the next day. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. The Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert remittance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any representments, by transmitting the amount of the check, routing number, account number, and check serial number to the financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, Company authorizes us to initiate an electronic debit from its bank or asset account. When we process a check electronically, payment may be debited to the bank or asset account as soon as the same day we receive the check, and that cancelled check will not be received with that bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Purchasing Card, please note that you are eligible to pay your bill online.

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Customer Service P.O. Box 53611 Phoenix, AZ 85072-3611

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- Via Mobile device
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- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

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ELRAC, LLC, 653 POST RD, FAIRFIELD, CT 068246231 (203) 254-9522

RENTAL AGREEMENT REF#

206953

3D035V

RENTER

IOLI, CHRISTOPHER

SUMMARY OF CHARGES

ADDITIONAL DRIVER FUCCI, ALEX

DATE & TIME OUT 05/18/2021 10:03 AM **DATE & TIME IN** 06/17/2021 10:00 AM

BILLING CYCLE 24-HOUR

LIC# JLN5981

MILES DRIVEN 471

CAR CLASS: FFAR

CAR CLASS CHARGED **FFAR**

Charge Description	Date	Quanti	ty Per	Rate	Total
TIME & DISTANCE	05/18 - 06/17		MONTH	\$1,649.99	\$1,649.99
ADDITIONAL DRIVER FEE	05/18 - 06/17			\$0.00	
*			Subtotal:		\$1,649.99
Taxes & Surcharges MOTOR VEHICLE RENTAL SURCHARGE SALES TAX TOURISM ACCOUNT SURCHARGE	05/18 - 06/17 05/18 - 06/17 05/18 - 06/17	,	DAY DAY	\$3.99 9.35% \$1.00	\$119.70 \$165.47 \$30.00
Bill-To / Deposits		Total	Charges:		\$1,965.16
DEPOSITS				(\$1.965.16)

VEH #1 2020 NISN ARMA DSV4 Total Estimated Amount Due VIN# JN8AY2NC1L9615320

PAYMENT INFORMATION AMOUNT PAID TYPE \$1,965.16 American Express

CREDIT CARD NUMBER xxxxxxxxxxx1005

RATE SOURCE ACCOUNT FAIRFIELD POLICE DEPT-3C

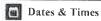
4030 - 53310

(\$1,965.16)

\$0.00



Rental Agreement Summary RA#: 3PL2P7 Renter: CHRISTOPHER 101-1 FAIRFIELD POLICE DEPT-3C Billing Cycle: 24-HOUR





Pick up

Thursday June 17, 2021 10:00 AM

Start Charges: Thursday, June 17, 2021 10:00 AM 653 POST RD FAIRFIELD, CT 06824-6231 (203) 254-9522

Anticipated Return

Saturday, July 17, 2021 10:00 AM

653 POST RD FAIRFIELD, CT 06824-6231 (203) 254-9522

Total Miles Driven 3

Vehicle

2021 CHEV TAHO TUT4 GRAY DK	License: CO 406QHP
VIN_IGNSKNKD0MR270418	Vehicle 7VSVSJ
Pickup: #6 21 2021 / a. 4:08 PM	ODO:7159 Fuel-FUI

Vehicle Condition:

No Damage Documented

Switched Out Vehicle	
2020 NISN ARMA DSV4 GRAY DK	License, NY JLN5981
VIN: JN8AY2NC1E9615320	Vehicle: ?SDM6Y
Pickup: 06 17 2021 (a) 10:00 AM	ODO:42247 Fuel: 1.2
Return: 06/21/2021 (a) 4:08 PM	ODO:42250 Fuel: 1-2

Vehicle Condition:

Key Other:

Summary of Charges

S Estimated Renter Charges

Charges	Price/Unit	Total	
TIME & DISTANCE 6/17/21-7/17/21	\$1649.99 / Month	\$1649.99	
DAILY RATE:	\$99.99 / Day		
WEEKLY RATE:	\$499.99 / Week		
MONTHLY RATE:	\$1649.99 / Month		
HOURLY RATE:	\$33.00 / Hour		
DAHLY MILEAGE:	200 / Day		
WEEKLY MILEAGE:	1400 / Week		
MONTHLY MILEAGE:	3000 / Month		
EXCESS DISTANCE CHARGE:	\$0.20 - Mile		

ADDITIONAL DRIVER 6/17/21-7/17/21

Waived

Optional Protections Accepted

No optional protections accepted.

Optional Protections Declined

DW/CDW OPTIONAL	@ 529,99 / Day	\$0,00
RAP	@ 86.99 / Day	\$0,00
PAI/PEC	@ \$6.00 / Day	\$0.00
SUPPLEMENTAL LIABILITY PROTECTION 2	(a-\$13.00 / Day	S0 _* 00

Renter Acknowledgement of Accepted and Declined Protections

I acknowledge that I have accepted or declined protections as indicated above.



Taxes and Fees		
SAUES TAX (9.35%)	9.35%	\$165.47
MOTOR VEHICLE RENTAL SURCHARGE	\$3.99 / Day	\$119.70
TOURISM ACCOUNT SURCHARGE	\$1,00 / Day	\$30.00
Total Estimated Charge:		\$1965-16
Payments:		
AMERICAN EXPRESS ******1005	Auth	(\$2265_16)

Renter Acknowledgement of Charges

I acknowledge that I have reviewed and agree to all Estimated Renter Charges and fees fisted on Summary of Charges and further agree to pay for final charges in accordance with the Additional Terms and Conditions of this Contract.



Owner: ELRAC, LLC

Additional Drivers

No Additional Drivers are authorized to drive the vehicle with the exception of the drivers listed below. (Additional driver names listed here if applicable)

ALEX FUCCI

Please keep this Rental Agreement Summary with you in the vehicle during the rental.



Local Addenda

OPTIONAL PRODUCTS NOTICE: WE OFFER FOR AN ADDITIONAL CHARGE THE FOLLOWING OPTIONAL PRODUCTS: DAMAGE WAIVER; PERSONAL ACCIDENT INSURANCE/PERSONAL

ELRAC, LLC, 653 POST RD, FAIRFIELD, CT 068246231 (203) 254-9522

RENTAL AGREEMENT REF#

207682

3PL2P7

RENTER

IOLI, CHRISTOPHER

ADDITIONAL DRIVER

FUCCI, ALEX

DATE & TIME OUT 06/17/2021 10:00 AM **DATE & TIME IN** 06/30/2021 02:06 PM

BILLING CYCLE

24-HOUR

CAR CLASS CHARGED FFAR

VIN# 1GNSKNKD0MR270418

LIC# 406QHP MILES DRIVEN 841 CAR CLASS: FFAR

SUMMARY OF CHARGES

Charge Description Date Quantity Per Rate Total TIME & DISTANCE 06/17 - 06/30 WEEK \$999.98 2 \$499.99 ADDITIONAL DRIVER FEE 06/17 - 06/30 \$0.00 \$0.00 Subtotal: \$999.98 Taxes & Surcharges MOTOR VEHICLE RENTAL 06/17 - 06/30 14 DAY \$3.99 \$55.86 **SURCHARGE** SALES TAX 06/17 - 06/30 9.35% \$98.72 TOURISM ACCOUNT 06/17 - 06/30 14 DAY \$1.00 \$14.00 SURCHARGE

Total Charges: \$1,168.56 VEH #2 2021 CHEV TAHO 1LT4 Bill-To / Deposits **DEPOSITS** (\$1,168.56)

Total Estimated Amount Due

\$0.00

PAYMENT INFORMATION VEH #1 2020 NISN ARMA DSV4 AMOUNT PAID

VIN# JN8AY2NC1L9615320

\$1,168.56

American Express

CREDIT CARD NUMBER xxxxxxxxxxx1005

LIC# JLN5981 MILES DRIVEN 3 CAR CLASS: FFAR

RATE SOURCE ACCOUNT FAIRFIELD POLICE DEPT-3C

6/30/2021









RA#3S2F3T

PAGE 2 OF 2

BILLING CYCLE: DAY = 24 HOUR	PERIOD			
STATUS	CHARGE	ES PRICE/UNIT	DURATION	CURRENT CHARG
	TIME & DISTANC	DE \$499.99/WEEK	06/30 - 07/14	\$999.9
	MILEAG	200/DAY 1400/MEEK 2000/	33,33	Ψ339.3
	EXCESS MILEAG			
	MOTOR VEHICLE RENTA SURCHARG		06/30 - 07/14	\$55.8
	SALES TA	N	06/30 - 07/14	\$98.7
	TOURISM ACCOUNT SURCHARG	E \$1_00/DAY	06/30 - 07/14	\$14.0
	PREPAID FUEL CHARG	E \$2.71/GALLON		
	FUEL CHARG	E \$4.60/GALLON		
			ESTIMATED B.	ALANCE DUE \$1,168.50
CHARGE IS IN	OWN MAY BE SUBJECT TO CHANGE IF THE CURRED, OPTIONAL PRODUCTS ARE ADDE VEEN THE RENTER AND RENTAL AGENT.	VEHICLE IS NOT RETURNED EITHER AT THE D/REMOVED, THE CAR CLASS IS CHANGED	E AGREED DATE AND TIME OR LO AND/OR ANY OTHER ITEMS OF	OCATION, IF A REFUELING THE CONTRACT ARE MODIFIED AS
	American Express	xxxxxxxxxxx1005	AUTH	\$1,400,00
	BILL-TO - N	COMPANY	REFERENCE N	JUMBER
I REQUEST OWNER'S PERMISSIC VEHICLE FOR ME AND ON MY BE TERMS AND CONDITIONS OF THE X	HALF. I AM RESPONSIBLE FOR T	THEIR ACTS WHILE THEY ARE DR	IVING AND FOR FULFILL	TO DRIVE THE RENTED ING THE ADDITIONAL
I, THE "RENTER" SIGNING BELOW WHICH ARE INCORPORATED HER (COLLECTIVELY, THE ADDITIONAL BELOW, I AM AUTHORIZING OWN ALL AMOUNTS OWED BY ME UNIT ANY OTHER AMOUNTS OWED BY AUTHORIZE OWNER TO RE-INITIAL LICENSE(S) PRESENTED IS CURFACKNOWLEDGE AND CONSENT OF PROVISION - MANDATORY ARBITTO ENTERPRISE'S COLLECTION OWITH THE HEADINGS TEXT & CALINFOTAINMENT SYSTEMS AND VERNAL AND ARREST AND VERNAL PROVISION - MANDATORY ARBITTO ENTERPRISE'S COLLECTION OF WITH THE HEADINGS TEXT & CALINFOTAINMENT SYSTEMS AND VERNAL PROVISION - MANDATORY ARBITTO ENTERPRISE'S COLLECTION OF WITH THE HEADINGS TEXT & CALINFOTAINMENT SYSTEMS AND VERNAL PROVISION - MANDATORY ARBITTO ENTERPRISE'S COLLECTION OF WITH THE HEADINGS TEXT & CALINFOTAINMENT SYSTEMS AND VERNAL PROVISION - MANDATORY ARBITTORY AND VERNAL PROVISION - MANDATORY AND VERNAL PROVISION - MANDATORY ARBITTORY AND VERNAL PROVISION - MANDATORY AND VE	HEIN BY HEFERENCE AS IF FULL IL TERMS AND CONDITIONS ANI IER TO CHARGE TO THE CREDIT IER TO CHARGE TO THE CREDIT IER TO CHARGE TO MY CARD IER ANY CHARGE TO MY CARD IENTLY VALID AND IS NOT SUSF IENTLY VALID AND CONDITION RATION AGREEMENT" IN THE A IENTER TERMS AND CONDITION INTER T	LY SET FORTH HEREIN, AND THE DITHE RENTAL AGREEMENT SUNT CARD(S) AND/OR DEBIT CARD(S) AND/OR DEBIT CARD(S) INCREMENTAL A SETUSED BY A THIRD PARTY TO A SO THAT IS DISHONORED FOR AN PENDED, EXPIRED, REVOKED, CAS SET FORTH IN THE PARAGRAF DDITIONAL TERMS AND CONDITIONAL TERMS AND TEXTIONAL TO THE PARAGRAF AND USE OF VEHICLE AND TEXTIONAL TERMS AND LISE OF VEHICLE DATA: PEI	ERENTAL AGREEMENT S MMARY ARE THE "CONTI S) THAT I HAVE PROVIDE AUTHORIZATIONS/DEPO WHOM BILLING WAS DIR NY REASON. I CERTIFY T ANCELLED OR SURREND PH WITH THE HEADING "I IONS. BY SIGNING BELO ING & CALLING TERMS. S	SUMMARY RACT"). BY SIGNING ED TO OWNER PSITS, AND OR RECTED. I ALSO THAT THE DRIVER'S PERED. I FURTHER DISPUTE RESOLUTION W RENTER AGREES
				1 - 1 - 1 - 1 - 1 - 1 - 1
RENTER:	DATE:	OWNER REP:		EMP # E74BP5





Simpson, Cathleen

From: Simpson, Cathleen

Sent: Monday, June 19, 2023 11:01 AM

To: Ioli, Christopher

Cc: Quiles, Raymond; Courtemanche, Joanne; Kalamaras, Robert; Broderick, Keith; 'Craig

Manemeit'

Subject: HR Follow up

Good Morning,

I want to apologize for failing to give you and your union representative more notice as well as further explanation as to why HR is conducting this administrative investigation. I could have done better in hindsight and although I hope to never have to be in a similar situation going forward, I have learned from this as to how to be more sensitive to employees when having to issue such notice. Your union also requested that I incorporate a Garrity warning as part of this questionnaire, which you will find below.

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase, we are seeking that information from those that it may be unclear. We recognize that Department Heads signed off on your reconciliation report and the Finance processed them. Accordingly, there is no presumption that you engaged in any misconduct. As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason.

Please be assured neither you nor your Department is being singled out. This is a global review of all Town credit card holders based on the resident complaint.

We have partnered with Finance and Purchasing to revise the credit card policy to include better reporting forms to ensure the business purpose is clear. We are also in the process of scheduling training and discussion on purchasing and protocol as we are aware employees have not received such training and in some cases, insufficient notice.

HR would ask if you could respond to the best of your abilities and with your union's assistance, information to identify what the business purpose was, if you recall, for the items listed. I provided back up as it could be helpful to refresh your recollection. The response does not have to be elaborate, for instance: "meeting", "training", "equipment for repair", "water for office", "replacement coffee maker for break room".

I hope this helps to clarify this for you and again, my apologies for not doing better with advance and proper notice. My intent was not to cause undue stress or worry.

Garrity Warning

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of this questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
- You are not being questioned for the purpose of instituting criminal proceedings against you.
- During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct in this matter, neither your self-incriminating statements, nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in your dismissal from the Town.

From: Simpson, Cathleen

Sent: Wednesday, June 14, 2023 6:17 PM **To:** Ioli, Christopher <Cloli@fairfieldct.org>

Cc: Quiles, Raymond <RQuiles@fairfieldct.org>; Courtemanche, Joanne <JCourtemanche@fairfieldct.org>; Kalamaras,

Robert < RKalamaras@fairfieldct.org>

Subject: HR Review

Good Evening,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below as well. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town business.

- 7/17/20 \$199.85 ; 7/18/20 \$189.15 Florist
- 7/28/21 Enterprise Car rental \$1963.07
- 6/22/21 Enterprise Car Rental \$1,965.16
- 7/1/21 Enterprise Car Rental \$1,168.56

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative who may assist you if you so choose with this matter.

Cathleen H. Simpson

Shiman Resources Director Town of Fairfield Gullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

Simpson, Cathleen

From:

Martire, Gabrielle

Sent:

Friday, June 30, 2023 8:18 AM

To:

Simpson, Cathleen

Cc: Subject: Quiles, Raymond

Attachments:

Town CC Reconciliations 20230630081225.pdf

Good morning!

Please see the attached documents per your request.

Have a great holiday weekend!

Thank you.

Best Regards,

Gabrielle Martire

Executive Assistant to The Chief of Police Fairfield Police Department 100 Reef Road Fairfield, CT 06824 O: 203-254-4839 M: 203-556-0129

gmartire@fairfieldct.org

Det. SET. Chrs

6/15/2023

Office	erSoc;
	,

Date

Date	Amount	Vendor/location	Reason
7/17/2020	\$199.85	Newton Florist NC	Possibly computer software fee - charged in error / payment reimbursed
7/18/20	\$189.15	Newton Florist NC	Possibly computer software fee - charged in error / payment reimbursed
6/22/21	\$1,965	Enterprise Car Rental	Rental car for surveillance
7/1/21	\$1,168.56	Enterprise Car Rental	Rental car for surveillance
7/28/21	\$1,963.07	Enterprise Car Rental	Rental car for surveillance

Audited and reviewed by Chief Robert Kalamaras.

Date: 6/29/2003

Chief Robert Kalamaras

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Wednesday, June 14, 2023 5:58 PM

To:

Koval, Peter

Cc:

Quiles, Raymond; Kalamaras, Robert; Courtemanche, Joanne

Subject:

HR Review

Attachments:

P Koval back up.pdf

Good Evening,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below as well. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town business.

- 6/27/21 Garelick & Herbs \$500
- 7/1/21Land and Sea \$1,008
- 6/26/21 Light industry \$227.98

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative who may assist you if you so choose with this matter.

Cathleen II. Simpson
Suman Resources Director
Town of Fairfield
Outlivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0151 - Police	Captain Peter Koval
DATE:	7/13/2021	

ACCOUNT	AMOUNT
010-04030-58110	\$500.00
010-04030-54330	\$1,235.98
	7
	:1

PPROVED FOR PAYMENT BY

AMEX DETAIL STATEMENT ATTACHED

TOTAL

\$1,735.98

7/27/2021



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For PETER J KOVAL TOWN OF FAIRFIELD

Account Number XXXX-XXXXX3-01001

Closing Date 07/13/21

Page 1 of 2

Balance
Due \$ Do Not Pay

 Previous Balance \$
 New Charges \$
 Other Debits \$
 Payments \$
 Other Credits \$

 249.00
 1,735.98
 0.00
 249.00
 0.00

1.735.98 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity Date reflects either transaction or posting date

	-249.00
	210,00
99999991178 58//0	500.00
54370	1,008.00
10010000000 54330	227.98
	54330

Total for PETER J KOVAL

New Charges/Other Debits Payments/Other Credits 1,735.98 -249.00

Do not staple or use paper clips

Payment Coupon

Account Number Enter 15 digit account number on all payments.

PETER J KOVAL TOWN OF FAIRFIELD 100 REEF ROAD FAIRFIELD

CT 06824-5919

See reverse side for instructions on how to update your address, phone number, or email.



G&H Proposal Fairfield Police Bill **Beattie**

Sales rep: Lindsay

7/3/2021

Occasion Corporate Meeting

, Fairfield, ct

Telephone

(203) 650-8230

Client/Organization

Fairfield Police Bill Beattie

From Southport @ 5:00 SHARP

Cellular

Address

Email

Name

Typed By

Pickup

No. of Guests

Delivery

Platters Disposable Platters

Price

Event Address: South Beach Marina 555 Turney Rd Fairfield

Time: 5:30 pm - 9:00 pm

Party Coordinator:

Contact Name: Bill Beattie

Food/Service Item

Qty

Total

Food/Service Items G&H to provide:

Plates, Napkins, Forks & Plastic Serving Utensils

Assorted wraps cut into 1/3rds & Sandwiches cut in 1/2

Pizza Flats

Rosemary & Kalamata Olive, Caramelized Onions, Spinach & Mushroom, Margarita

Julienne Sliced Lemon Chicken Breast

Gemelli Pesto Pasta

Gemelli Pesto Pasta with blistered tomatoes and Shaved Reggiano Parmesan

Mixed Greens Salad with Carrots, Cucumbers, Cherry Tomatoes with a Balsamic Vinaigrette on side

Assorted Dessert Bars & Cookies

Total Food Cost

500,00

500.00

(Includes Friends & Family discount)

Delivery Fee Waived

Subtotal: 500.00

6/24/2021 - 4:21:06 PM

Page 1 of 2

3611 Post Road • Southport, CT 06890 203-254-8577 • www.garelickandherps.com

3 - 354-3516



Credit Card Authorization Form

For deposits and events under \$2,000.00

I, authorize Garelick & Herbs to use the following credit card information. This card is to be used to cover the charges for (Group/Even Name).
Additional Information:
Credit Card Type: [] MasterCard [] Visa F American Express [] Discover Card Credit Card Number: 3996 563843 01001
Please send a photocopy of the front and back of the credit card to match the signature on this form
Expiration Month/Year: Today's Date: CVV: 3046
Cardholder Signature:
CARDHOLDER INFORMATION
Name (as it appears on the card):
Billing Street Address: 100 Reaf Roo
City:
Email: Com Congrattie Co fair field Ct. ord
Telephone: () 3) - 5+1+2 - 0531806 - 000
Is your company tax exempt? [] No [Yes, Tax ID Number: Fole 1 - 066001993
If you are tax exempt please also send us a copy of your Tax Exempt Certificate

LAND N' SEA POWERSPORTS

2974 East Main Street WATERBURY, CONNECTICUT 06705 (203) 755-2682

BUYER(S)	(1) The	15147 ()	1 /a factor					BUSINESS PHONE		DATE SOLD	100
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MANUFACTURER OF BOAT	YEAR	MODEL & SIZE		H.I.N.	ese per	<u> </u>			USED		
MANUFACTURER OF ATV	YEAR	MODEL & SIZE		V.I.N.					USED		
MANUFACTURER OF TRAILER	YEAR	MODEL & SIZE		V,1,N,					USED	100	-
MANUFACTURER OF MOTORCYC	E YEAR	MODEL & SIZE		V.I.N.		2			USED	\$	
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OPTIONAL EQUIF			\$/ (2)	FD(0) I	OLA DE	UNPAID BALANCE \$					
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TRAILER MANUFACTURER YEA	AR SIZE	V.I.N.	\$	-5:=		NOTE		NTY AND EXCLU			IONS
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			\$			Dealer and Buyer(s) certify that the additional terms and conditions printed on the other side of this Agreement are agreed to as a part of this Agreement the same as if printed above the signature. Buyer(s) certify that			t of this		
\$ AMOUNT OWING TO WHOM			\$			voluntarily	nal equipm purchase	ent, accessories and by Buyer(s). Buyer	nd insura r(s) trade	ance, if any, ha	as been all liens
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Beattie, William J.

From:

Northern Tool + Equipment < Customer Care@Northerntool.com>

Sent:

Wednesday, June 30, 2021 11:42 AM

To:

Beattie, William J.

Subject:

Your Northern Tool Invoice



Please find attached the invoice you requested from your recent order. Thank you for your order. Please note that a receipt must be presented with all returns or exchanges and no returns are allowed without authorization. Please contact customer service with any questions.

Order Number: 69112041

Customer Account Number: 9875146

Invoice Date: 06/26/2021 Invoice Number: 48170531

PO Number:

Confirmation Number:

Billing Address: TOWN OF FAIRFIELD

725 OLD POST RD FAIRFIELD, CT 06824 Shipping Address: TOWN OF FAIRFIELD BILL POLICE DEPT

BILL POLICE DEPT 100 REEF RD FAIRFIELD, CT 06824

Ordered	Shipped	Backordered	Item #	Description	Unit Price	Extension
1	1		339122	M18 COMPACT CORDLES	\$149.00	\$149.00
1	1		47954	70PC MECHANICS TOOL	\$48.99	\$48.99
1	1		81284	61PC SCREWDRIVER AN	\$29.99	\$29.99
	1 - 40		FREIGHT	GROUND BUSINESS	\$14.55	\$14.55
			FREIGHT-DISCOUN	Freight Discounts	\$14.55CR	\$14.55CR
1	1		VFREEGC	Gift Card	\$10.00	\$10.00
1	1	- 100 E21 Upper - LU X	A209	Non-Stock Gift Card	\$10.00CR	\$10.00CR
		701 20 20	AMEX	Amex	\$227.98CR	\$227.98CR
					Decide do 16 da	

Taxable Amount

\$227.98 @ 6.350

Tax

\$.00

Order Total Payment \$227.98 \$227.98-

Balance Due

\$.00

Email:

Customer Care: <u>CustomerCare@NorthernTool.com</u>
Product Experts: <u>ProductExperts@NorthernTool.com</u>

Phone:

Customer Care: 1-800-222-5381 Product Experts: 1-800-533-5545

Address:

Northern Tool + Equipment 2800 Southcross Dr. W. Burnsville, MN 55337

Simpson, Cathleen

From:

Broderick, Keith

Sent:

Monday, June 19, 2023 3:23 PM

To: Cc: Simpson, Cathleen Kalamaras, Robert

Subject:

RE: Follow Up Review

Attachments:

Credit Card Audit form Cap. E. Weihe.pdf; Pete Koval Credit Card Audit.pdf

Cathleen,

Please find the Credit Card audit forms from Captain Koval and Captain Weihe.

Thanks, Keith

Keith Broderick

Deputy Chief

Fairfield Police Department 100 Reef Rd Fairfield Ct. 06824 203-254-4816

Kbroderick@fairfieldct.org

https://www.fpdcops.com/scholarship/

https://fpdct.com/foundation/

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Monday, June 19, 2023 11:02 AM

To: Craig Manemeit <cmanemeit@upseu.org>; Broderick, Keith <KBroderick@fairfieldct.org>

Subject: FW: Follow Up Review

Sorry left you off out of the loop on this last one.

From: Simpson, Cathleen

Sent: Monday, June 19, 2023 10:59 AM

To: Esposito, Felix < FEsposito@fairfieldct.org>

Cc: Quiles, Raymond < RQuiles@fairfieldct.org >; Courtemanche, Joanne < JCourtemanche@fairfieldct.org >; Kalamaras,

Robert < RKalamaras@fairfieldct.org >

Subject: Follow Up Review

Good Morning,

I want to apologize for failing to give you and your union representative more notice as well as further explanation as to why HR is conducting this administrative investigation. I could have done better in hindsight and although I hope to never have to be in a similar situation going forward, I have learned from this as to how to be more sensitive to employees when having to issue such notice. Your union also requested that I incorporate a Garrity warning as part of this questionnaire, which you will find below.

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase, we are seeking that information from those that it may be unclear. We recognize that Department Heads signed off on your reconciliation report and the Finance processed them. Accordingly, there is no presumption that you engaged in any misconduct. As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason.

Please be assured neither you nor your Department is being singled out. This is a global review of all Town credit card holders based on the resident complaint.

We have partnered with Finance and Purchasing to revise the credit card policy to include better reporting forms to ensure the business purpose is clear. We are also in the process of scheduling training and discussion on purchasing and protocol as we are aware employees have not received such training and in some cases, insufficient notice.

HR would ask if you could respond to the best of your abilities and with your union's assistance, information to identify what the business purpose was, if you recall, for the items listed. I provided back up as it could be helpful to refresh your recollection. The response does not have to be elaborate, for instance: "meeting", "training", "equipment for repair", "water for office", "replacement coffee maker for break room".

I hope this helps to clarify this for you and again, my apologies for not doing better with advance and proper notice. My intent was not to cause undue stress or worry.

Garrity Warning:

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of this questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
- You are not being questioned for the purpose of instituting criminal proceedings against you.
- During the course of this questioning, even if you do disclose information which indicates that
 you may be guilty of criminal conduct in this matter, neither your self-incriminating statements,
 nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in your dismissal from the Town.

From: Simpson, Cathleen

Sent: Wednesday, June 14, 2023 6:21 PM **To:** Esposito, Felix < FEsposito@fairfieldct.org>

Cc: Quiles, Raymond < RQuiles@fairfieldct.org >; Courtemanche, Joanne < JCourtemanche@fairfieldct.org >; Kalamaras,

Robert < RKalamaras@fairfieldct.org>

Subject: HR Review

Good Evening,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below as well. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town business.

- Lexnex Risk Dates \$269.50
- Thomson Reuters Westlaw \$126.95

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative who may assist you if you so choose with this matter.

Cathleen H. Gimpson Human Resources Director Town of Fairfield Gullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

	\cap		
Officer	reter	Noval	

Date 6/19/23

Date	Amount	Vendor/location	Reason
6/27/21	\$500.00	Garelick and Herbs	Food for firework mutual aid detail.
7/1/21	\$1,008.00	Land and Sea Power Sports	Jet Ski service for Marine Unit
6/26/21	\$227.98	Light Industries	Tools for PD garage

Date	Amount	Vendor/location	Reason	
7/8/21	\$31.89	Bed Bath and Beyond	A water boiling kettle was purchased for the Administrative Service Bureau to make coffee, tea, soup, oatmeal, etc. which is especially helpful when working holidays or major inclement weather, when local businesses are not open.	
8/5/21	\$695	FBI LEEDA Training	This was a week-long training for Public Information Officers. I do not know why the email I received labeled it as a "Charitable Event."	
6/28/22	\$90	Champion Awards and Promotions	This is the vendor we use every three months to design the plaques for our Officer of the Quarter award.	
7/10/22	\$143	Andros Diner	This purchase provided food to the officers tied up and working overnight on the juvenile homicide at Calvin United Church	

Captain Edward J. Weihe, Jr., Badge #104, Employee ID 4285

1	

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Wednesday, June 14, 2023 5:45 PM

To:

Panilaitis, Matt

Cc:

Quiles, Raymond; Kalamaras, Robert; Courtemanche, Joanne

Subject:

Hr Review

Attachments:

Back up M Panilaitis.pdf

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card users records for the years 2018-2022. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town business.

- 8/12/20 A&S \$179.06
- 7/31/20 Doughnut Inn \$17.18
- 7/16/20 Public Sotrage \$298.52
- 7/29/20 Village bagels \$113.2
- 7/30/20 village bagels \$319.81
- 7/31/20 village Bagels \$227.36
- 8/11/20 village Bagels \$1.74
- 8/13/20 Village Bagels \$71.93
- 7/25/20 Wheel \$18.80
- 7/29/20 Wheels \$31.33
- 7/30/20 Wheels \$6.27
- 8/10/20 Wheels \$8.26
- 7/16/20 Whichday \$81.84
- 8/12/20 Stop and Shop \$41.19
- 12/30/20 A&S \$134.04
- 12/21/20 Filter \$208.40
- 12/30/20 Stope and Shop \$26.50
- 12/31/20 Village Bagels \$140.28
- 12/31/20 Door handle \$33.50
- 12/23/20 Plaque \$65.00
- 12/23/20 Stop and Shop \$26.50
- 12/24/20 Battery backup \$159.90
- 1/6/21 Bed Bath \$148.88 coffee maker
- 1/6/21 RYSZ storage battery \$28.62;
- 1/8/20 RYSZ battery \$23.52
- 1/6/21 stainless steel pour over 4 gallon coffee brewer \$396.95
- 1/1/21 Wheels Citgo
- 1.7.21 Zoro Tools \$422.16
- 6/23/21 A&S \$72.89

- 6/24/21 A&S \$31
- 6/17/21 Amazon floating wall mount, bracket cable box, playstone4, etc \$25.99 (2)
- 7/9/21, 7/10/21 Outside shade brackets
- 6/23/21 Home Depot brushless compact drill \$199
- 6/24/21 Home Depot Shockwave set \$27.95
- 6/24/21 Village Bagels \$212.35; 6/23/21 Wheels soda \$8.47 (new hire intereviews?)
- June 23, 2022 Doughnut Inn \$53.80
- June 28, 2022 Steffano's \$60.08
- July 1, 2022 Stop & shop 472.64
- 8/12/22 A&S \$486.05
- 7/21/22 Doughnut Inn
- 9/9/22 Doughnut Inn \$36.50
- 8/4/22 Home Depot \$199.78
- 7/14/22 Home Depot \$504.96
- 7/23/22 Village Bagel \$66.8

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative so he is aware and may assist you if you so choose with responding to this request.

Cathleen H. Simpson Human Resources Director Town of Fairfield Gullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0151 - Police	Officer Matthew Panilaitis
DATE:	8/13/2020	

ACCOUNT	AMOUNT
010-04030-58110	\$1,175.27
010-04030-53310	\$527.61
010-04030-56140	\$534.64
	V
TOTAL	\$2,237.52

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For MATTHEW PANILAITIS TOWN OF FAIRFIELD

Account Number XXXX-XXXXX3-41009

Closing Date 08/13/20

Page 1 of 3

Balance

Previous Balance \$ New Charges \$ Other Debits \$ Payments \$ 2,275.11 2,237.52 0.00 2,275.11

Other Credits \$ Due \$ Do Not Pay

0.00 2,237,52 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbill or call Customer Service at 1-800-492-4920 .

Activity	Date reflects either transaction or posting date
-----------------	--

Card Nu	umber XXXX-XXXXX3-41009		Reference Code	Amount \$
07/22/20	CORPORATE REMITTANCE RECEIVED	07/22		-2,275.11
08/12/20	A & S FINE FOODS 650 FAIRFIELD REF# 10156320200 2035761600 MISCL FOOD STORES ROC NUMBER 1015632020081201	CT 08/12/20	10156320200	179.06
07/31/20	DOUGHNUT INN FAIRFIE FAIRFIELD REF# 99999990213 2032561908	CT 07/30/20	9999990213 - 58113	17.18
07/16/20	PUBLIC STORAGE 20472 800-567-0759 REF# 175385938 SELF-STORAGE	CT 07/15/20	17538593800 4-3-5331	527.61
07/16/20	RYSZ STORAGE BATTERY NORWALK REF# 40100007 203-866-6443 SPECIALTY RETAIL ROC NUMBER 40100007	CT 07/15/20	40100007000	214.86
08/12/20	RYSZ STORAGE BATTERY NORWALK REF# 40500017 203-866-6443 SPECIALTY RETAIL ROC NUMBER 40500017	CT 08/11/20	40500017000	298.52 Yo
07/24/20	STAPLES 00158 FAIRFIELD 000300481 00158000300481 06824 AVY LSR LBLNEON 30UP15-1X2 5/8 ROC NUMBER 000300481 TAX	CT 07/23/20 \$19.99	00030048100 4030-561	21.26 4 o
08/12/20	STOP & SHOP #650 FAIRFIELD REF# 807040 GROCERY STORE	CT 08/12/20	4530 -58110	41.19

Continued on Page 3

Do not staple or use paper clips

Payment Coupon

Account Number

Account Number Enter 15 digit account number on all payments.

MATTHEW PANILAITIS TOWN OF FAIRFIELD 100 REEF RD FAIRFIELD

CT 06824

1) 1

See reverse side for instructions on how to update your address, phone number, or email.

Activity	/ Continued		Reference Code	Amount
07/29/20	VILLAGE BAGELS - FAI FAIRFIELD REF# 21101390211 VB1874#YAHOO.COM	CT 07/29/20	21101390211	113.4
07/30/20	VILLAGE BAGELS - FAI FAIRFIELD REF# 21101390212 VB1874#YAHOO.COM	CT 07/30/20	21101390212	319.8
07/31/20	VILLAGE BAGELS - FAI FAIRFIELD REF# 21101390213 VB1874#YAHOO.COM	CT 07/31/20	21101390213	227.36
08/11/20	VILLAGE BAGELS - FAI FAIRFIELD REF# 21101390224 VB1874#YAHOO.COM	CT 08/11/20	21101390224	71.93
08/13/20	VILLAGE BAGELS FAI FAIRFIELD REF# 21101390226 VB1874#YAHOO.COM	CT 08/13/20	21101390226	31.74
07/25/20	WHEELS#27CITGO 00020 FAIRFIELD REF# 9A10021 203-255-1361 GAS/MSC97 10214027 ROC NUMBER 9A10021	CT 07/24/20		18.80
07/28/20	WHEELS#27CITGO 00020 FAIRFIELD REF# 9A26066 203-255-1361 GAS/MSC97 26664027 ROC NUMBER 9A26066	CT 07/27/20	40m	20.71
07/29/20	WHEELS#27CITGO 00020 FAIRFIELD REF# 9A35008 203-255-1361 GAS/MSC97 35084027 ROC NUMBER 9A35008	CT 07/29/20		31.33
07/30/20	WHEELS#27CITGO 00020 FAIRFIELD REF# 9A40008 203-255-1361 GAS/MSC97 40084027 ROC NUMBER 9A40008	CT 07/30/20		6.27
07/31/20	WHEELS#27CITGO 00020 FAIRFIELD REF# 9A45013 203-255-1361 GAS/MSC97 45134027 ROC NUMBER 9A45013	CT 07/31/20		6.27
08/10/20	WHEELS#27CITGO 00020 FAIRFIELD REF# 9A21033 203-255-1361 GAS/MSC97 21334027 ROC NUMBER 9A21033	CT 08/10/20		8.36
07/16/20	WICHDAY SANDWICHES 0 FAIRFIELD REF# 73011000197 SERGIO-KESKIN@YA	CT 07/15/20	73011000197	81.84
Γotal for	MATTHEW PANILAITIS		New Charges/Other Debits Payments/Other Credits	2,237.52 -2,275.11

Panilaitis, Matt

From:

Public Storage < DoNotReply@Publicstorage.com>

Sent:

Wednesday, July 15, 2020 10:22 AM

To:

Panilaitis, Matt

Subject:

We've received your payment





Your Payment Receipt # 5F0F106B27C3EA5B542A

This confirms your payment of \$527.61 on 07/15/2020 by Credit Card. Thanks for using Public Storage!

Your Account Details

Log In

MATTHEW PANILAITIS

ACCOUNT NUMBER:

51779225

PHONE:

(203) 814-7803

EMAIL:

mpanilaitis@fairfieldct.org

Storage Payment Details

STORAGE LOCATION:

1296 Kings Highway Cutoff

Fairfield, CT 06824

(203) 286-4582

PAYMENT RECEIVED:

\$527.61

SPACE NUMBER:

0001

SPACE SIZE:

10x28

	PAYMENT RECEIVED 07/15/2020	PAST DUE/DUE NOW	DUE NEXT 09/01/2020
RENT	\$482.00	\$0.00	\$482.00
RENT TAX	\$30.61	\$0.00	\$30.61
INSURANCE	\$15.00	\$0.00	\$15.00
TOTAL	\$527.61	\$0.00	\$527.61

Your Payment Details

CREDIT CARD

\$527.61

****1009

^{*} When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account.

Rysz Storage Battery Co.

4 Elm Street Norwalk CT 06850

WWW.RYSZBATTERY.COM

orders@ryszbattery.com

PHONE: (203) 866-6443 (800) 404-6443

FAX: (203) 866-7690

SOLD TO:

Fairfield Police Dept 100 Reef Road Fairfield CT 06824

SHIP TO:

Fairfield Police Dept 100 Reef Road Fairfield CT 06824

ShipVia

PO Number

Matt

Company Phone #

Payment Method

INVOICE # 149900

7/15/2020

5317

TR

Invoice Date

Account #

Entered by:

1(203)254-4808/

AMERXPRESS

ORDR	SHIP	PART#	PART DESCRIPTION	PRICE	TOTAL
2	2	BE600M1	APC 600VA Battery Backup	79.95	159.90
96	96	EN91	AA CELL ENERGIZER	.45	43.20
24	24	EN92	AAA CELL ENERGIZER	.49	11.76
			TOTAL INVOICE AMOUNT		214.86
			PAID BY AMERXPRESS		-214.86
			×		
				- 1	

PLEASE PAY:

\$0.00

Received by:	Date:		
Return Policy: 30 days with receipt. Product must be unused in origin packs, powersport batteries or electronics. 20% restocking fee on all	al unopened packaging. No returns on battery chargers, jumper returns. Buyer pays return shipping.		
Cores Returned: A (REG) B (U1) C (MC) D (31.	/GC/49) E (4DLT) G (4D) H (8D)		

Rysz Storage Battery Co.

4 Elm Street

Norwalk CT 06850

WWW.RYSZBATTERY.COM

orders@ryszbattery.com

PHONE: (203) 866-6443 (800) 404-6443

FAX: (203) 866-7690

SOLD TO:

Fairfield Police Dept 100 Reef Road Fairfield CT 06824

SHIP TO:

Fairfield Police Dept 100 Reef Road Fairfield CT 06824

ShipVia

PO Number

Company Phone #

Payment Method

INVOICE # 150897

8/11/2020

5317

TR

Invoice Date

Account#

Entered by:

Matt

1(203)254-4808/

AMERXPRESS

ORDR	SHIP	PART#	PART DESCRIPTION	PRICE	TOTAL
1	1	HR1234WF2FR	CSB 12V 34W SLA Battery - Flame Retardent 9AH	28.62	28.62
2	2	BR700G	APC Backups RS 700VA	134.95	269.90
			TOTAL INVOICE AMOUNT		298.52
			PAID BY AMERXPRESS		-298.52

PLEASE PAY:

\$0.00

Received by:	Date:		
Return Policy: 30 days with receipt. Product must be unused in original packs, powersport batteries or electronics. 20% restocking fee on all r	al unopened packaging. No returns on battery chargers, jumper eturns. Buyer pays return shipping.		
Cores Returned: A (REG) B (U1) C (MC) D (31/	GC/49) E (4DLT) G (4D) H (8D)		

WHEELS #27 1096 POST RD FAIRFIELD, CT 06824 203-255-1361

00020524027 WHEELS#27CITGO 1096 POST RD FAIRFIELD CT 06824

'wichday

#1 PC 3 TERMINAL: PLY 1

ANT ID: *******0842

ID: ke/in

< DUPLICATE RECEIPT >

SALE

	Qty 1 1 1 Subtotal	Amount 2.09 2.09 2.09 2.09	?/ METHOD: CHIP E: 07/15/2020 TIME: /OICE: 30227 FERENCE: C19713902375 TH CODE: E18441	
TOTAL	CDEDIT .	0.00	YOU YT	USD\$ 81.84
et	CUEDII \$	6.27	CTA_	USD\$ 81.84

CARD TYPE: AMEX AUTH TIME: 070707 ACCT NUMBER: 1009

TRANS TYPE: SALE AUTH: 842400

Ref #: 99000400087 APPNAME: AMERICAN EXPRESS

AID: A000000025010801 APP CRYPTOGRAM : ARQC 97D9D00A928D1B2C

ENTRY: Insert EMV STAN#: 04642847377

DEALER#: 00020524027 Term ID: 10

We Care Where

ST# FSS27 TILL XXXX DR# 1 TRAN# 1016539 7/30/20 7:07:11 AM UCY JANHT - DAVOR' A

I AGREE TO FAY THE ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT (MERCHANT AGREEMENT IF CREDIT VOUCHER)

Cardholder Signature

AFPLICATION LABEL: AMERICAN EXPRESS

AID: A00000C)25010801 TVR: 0000008)00 IAD: 0649010 3A0A006

TSI: E800 CVM: SIGN

labels Jodi

WHEELS #27 1096 POST RD FAIRFIELD, CT 06824 203-255-1361

00020524027 WHEELS#27CITGO 1096 POST RD FAIRFIELD CT 06824

< DUPLICATE RECEIPT >

Description	Qty	<i>'</i>	Amount
ICE	4		8.36
Su TOTAL	btotal Tax		8.36
_	CREDIT	\$	8.36

00

CARD TYPE: AMEX AUTH TIME: 080321 ACCT NUMBER: 1009 TRANS TYPE: SALE AUTH: 846476

Ref #: 99000210338

APPNAME: AMERICAN EXPRESS AID: A000000025010801

APP CRYPTOGRAM : ARQC CB26C4B3E1F37066

ENTRY: Insert

EMV STAN#: 04762877778

DEALER#: 00020524027 Term ID: 10

> We Care Where You Go

ST# FSS27 TILL XXXX DR# 1 TRAN# 1018353 CSH: 16 8/10/20 8:03:25 AM

1 Staples

1201 Kings Highway fairfield, CI 06432 (203) 579 4051

SALE

1030464 3 003 00461 0158 07/21/20 12:56

QIY SKU

FIRLOR

1 AVY ESR LBENEON 30 072782059798 19 19 SUBTOTAL 19 94 Standard Tax 6.35% 1.25 般1.26

AMERICAN EXPRESS

Unit\$21, 26

Card No.: XXXXXXXXXXX 1009 [C]

Chip Read

Auth No.: 811572

AID.: A000000025010801

TOTAL ITEMS:

TRU RED Business essentials designed thoughtfully to work beautifully

Shop Smarter Get Romardet Staples Rewards members get up to 5% Darck in Rewards in slove only Exclusions Apply. See an associate for full program details or to enroll,

THANK YOU FOR SHOPPING AT STARLES!

For information on where Connecticut residents can go to recycle used electronic devices, please visil http://www.ct.gov/dep/ewastedropoff.or call this full-free telephone mades; 1-888-424-4193.

CAW: SICH 1SI: E800

JAD: 06490103A0A006

TVR: 0000008000

ARQC: F18A8954876CA204

AID: A000000055010801

APPLICATION LABEL: AMERICAN EXPRESS

Cardholder Signature

(MERCHANT AGREEMENT IF CREDIT VOUCHER) ACCORDING TO CARD ISSUER AGREEMENT I AGREE TO PAY THE ABOVE TOTAL AMOUNT

APPROVED - THANK YOU

90'641 \$dsn

JAT0T

========

90'6/1 **\$**0\$0 TNUOMA

AUTH CODE: 886658

REFERENCE: 022514157603

INVOICE: 15584

DATE: 08/12/2020 TIME: 17:24:20

ENTRY METHOD: CHIP

6001****** **YEX**

SALE

CLERK ID: 1 LEGWINVE ID: ***533

WERCHANT ID: **5318

fairfield, CT 06825 2097 BlackRock Tumpike 80007 28A

Transaction Receipt

15584 [15584

Terminal:050012011-001003 M9 20:42:8 0202/21/8

Bloch

0198nA

Gromotian

DOUGHNUT INN

562 Post Road Fairfield, CT 06824 (203)256-1908

Check 30132

STATION 3 THU

7/30/20

2:36pm

1 Box of Coffee

16,00

House

Sub/Tt1

16.00 1.18

Tax Total

17.18

17,18

AmEx

Acct: XXXXXXXXXXXXX1009

Auth: 555719 Trans ID: 367

THANK YOU!

Village Bagels-Fairfield 873 Post Rd Fairfield CT 06824 203-254-1750

07/29/2020

9:45

Sale

Trans #: 33 Batch #: 759

AMEX ************1009

CHIP XX/XX

AMOUNT:

\$112.87 -----

Non Cash ADJ \$0.55 TOTAL AMT: \$113,42

Resp: APPROVAL 815174 Code: 815174 Rei #: 021114601479 TransID: 008284664541275

App Name:

AMERICAN

AID: TUR: TSI:

EXPRESS A000000025010801 00000008800

Thank You CUSTOMER COPY

Village Bagels fairfield 873 Post Rd Fairfield CT 26821 203-254-1750

07/30/2020

AMOUNT:

10:18

C.11 1 12

SA RA

Sale

Trans #: 30 Batch #

AMEX ************1009

\$319,26

Non Cash ADJ TOTAL AMT:

. 50.55 \$ 119.41

ADDRAHA1 848236

STOP&SHOP

1160 KINGS HWY CUTOFF FAIRFIELD, CT 06824

Store Telephone: (203) 254-8478 Pharmacy Telephone: (203) 254-8538 Store #650 08/12/20 04:03pm

FROZEN FOOD SB ICE CUBES 20 4.99 F **GROCERY** SB SRVWARE 4C 1.69 T ACADIA 24P 16.9Z 2.99 F ΠP BTL/CAN DEPOSIT 1.20 F ACADIA 24P 16.9Z 2.99 F DP BTL/CAN DEPOSIT 1.20 F SB DSGNR SPOONS 1.79 T SB DSGNR SPOONS 1.79 T SB DSGNR KNFE24C 1 :79 T DIXI 8IN PLT 48C 3.19 T PEPSI 12PK CAN 7.39 B DP BTL/CAN DEPOSIT 0:60 F PEPSI DT ORIG12P 7.39 B DΡ BTL/CAN DEPOSIT 0.60 F TAX 1.59

Payment Type: AMERICAN EXPRESS Purchase Card: **********1009 Payment Amt: \$41.19 BALANCE: \$ AID: A000000025010801

41.19

0.00

**** BALANCE

AUTH#807040 RC#00 08/12/20 04:04pm ******* AMER EXPRESS 41 19 CHANGE

08/12/20 04:04pm 650 8 268 172 www.StopAndShop.com Thank you for shopping STOP & SHOP Jeff Page, Store Manager SANDRA, Your Cashier

Sign up at the Service Center for a Stop & Shop card and start saving.

HOW ARE WE DOING? Tell us in the next 5 days at www.talktostopandshop.com Use the PIN # below to losin 0812 1604 0675 0008 0268 And enter for a Chance to win \$500*

*Official Rules at customer service or www.talktostopandshop.com/terms Open to CT MA N.I NY & RT residents 18+ Premotion ?

Village Bagels-Fairfield 873 Post Rd Fairfield CT 06824 203-254-1750

07/31/2020

18.81

Sale

Trans #: 59 Batch #: 762

AMEX ***********1009

/

CHIP

AMOUNT:

\$226.81

Non Cash ADJ TOTAL AMT: \$0.55 \$227.36

Resp: APPROVAL 824822 Code: 824822 Ref #: 021315202672 TransID: 008337365436672

App Name:

ÁID: TUR: TSI:

:: AMERICAN EXPRESS A0000000025010801 0000008800 E800

Thank You CUSTOMER COPY Kalanciss

Village Bagels-Fairfie 873 Post Rd Fairfield CT 06824 203-254-1750

08/11/2020

Sale

Trans #: 7 Batch #: 778

AMEX AMOUNT:

CHIP **/**

\$71.38

6:3

Non Cash ADJ TOTAL AMT:

\$9.55 \$71.93 Resp: APPROVAL 857920 Code: APPROVAL 857920 Ref #: 857920 TransID: 008491401661775

App Name:

a : AMERICAN EXPRESS A0000000025010801 0000008800 E800

Thank You CUSTOMER COPY

CUSTOMER COPY Thank You AID TUR TSI ddy Resp: Code: Ref #: TransID: HOUNT: Non Cash ADJ Irans 08/13/2020 Name: # APPROUAL 893812 893812 893812 0022617204058 608377261611671 39 Batch 1 06824 1750 \$0.55 \$31.74 dirfield 12:13

WHEELS #27 1096 POST RD FAIRFIELD, CT 06824 203-255-1361

00020524027 WHEELS#27CITGO 1096 POST RD FAIRFIELD CT 06824

< DUPLICATE RECEIPT >

Description	Цtу	Amount
ICE	2	4.18
PLND SPRNG TXD	2	13.98
BOTTLE DEPOS	IT	2.40
S	ubtotal	20.56
	Tax	0.15
TOTAL	_	20.71
	CREDIT	\$ 20.71

CARD TYPE: AMEX AUTH TIME: 145454 ACCT NUMBER: 1009 TRANS TYPE: SALE AUTH: 825285 Ref #: 99000260663

APPNAME: AMERICAN EXPRESS AID: A000000025010801

APP CRYPTOGRAM : ARQC 6BEDFD81BDCA7CC3

ENTRY: Insert

EMV STAN#: 04612842330

We Care Where You Go

ST# FSS27 TILL XXXX DR# 1 TRAN# 1023110 CSH: 9 7/27/20 2:54:58 PM

CARD TYPE: AMEX
AUTH TIME: 070908
ACCT NUMBER: 1009
TRANS TYPE: SALE
AUTH: 811862 ST# FSS27 TILL XXXX DR# 1 TRAN# 1016356 AID: A000000025010801 APPNAME: AMERICAN EXPRESS APP CRYPTOGRAM : ARQC EAE559D1C71F2E31 MV STAN#: 04632845355 lef #: 99000350084 We Care Where

WHEELS #27 1096 POST RD FAIRFIELD, CT 06824 203-255-1361

00020524027 WHEELS#27CITGO 1096 POST RD FAIRFIELD CT 06824

< DUPLICATE RECEIPT >

Description	Qty	Amount
	-	
NSTL PR LF 24PK	3	14.97
BOTTLE DEPOSIT	Γ	3.60
Sub	ototal	18.57
	Tax	0.23
TOTAL		18.80
(CREDIT	\$ 18.80

CARD TYPE: AMEX AUTH TIME: 111337 ACCT NUMBER: 1009 TRANS TYPE: SALE AUTH: 811985

Ref #: 99000100216

APPNAME: AMERICAN EXPRESS AID: A000000025010801

APP CRYPTOGRAM : ARQC 4E5585CE20A68664

ENTRY: Insert

EMV STAN#: 04582835897 -----

We Care Where You Go

ST# FSS27 TILL XXXX DR# 1 TRAN# 1022592 CSH: 14

7/24/20 11:13:42 AM

Description UPLICATE RECEIPT >

6.27 19.96 **4**.80

FAIRFIELD CT 06824

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0151 - Police	Officer Matthew Panilaitis		
DATE				
DATE:	1/13/2021			

ACCOUNT	AMOUNT
010-04030-56140	\$484.10
010-04030-54320	\$604.54
010-04030-56110	\$50.00
010-04030-54150	\$30.55
010-04030-54330	\$212.04
010-04030-58110	\$140.28
TOTAL	\$1,521.51

APPROVED FOR PAYMENT BY: APPROVED FOR PAYMENT BY: Off

AMEX DETAIL STATEMENT ATTACHED

AMEX DETAIL STATEMENT ATTACHED



Corporate Purchasing Cardmember Report

Ole Os

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For MATTHEW PANILAITIS TOWN OF FAIRFIELD Account Number XXXX-XXXXX3-41009

O1/13/21

Page 1 of 3

refer to page 2.

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Balance Due \$ Do Not Pay
876.69	1,521.51	0.00	876.69	0.00	1,521.51 For important information

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activi	Activity Date reflects either transaction or posting date				
Card Nu	ımber XXXX-XXXXX3-41009		Reference Code	Amount \$	
12/22/20	CORPORATE REMITTANCE RECEIVED	12/22		-876.69	
12/30/20	A & S FINE FOODS 650 FAIRFIELD REF# 10156320201 2035761600 MISCL FOOD STORES	CT 12/30/20	10156320201	134.03 🗸	
12/21/20	ROC NUMBER 1015632020123000 AMZN MKTP US*OA2DA87 AMZN,COM/BILL 1EON39U5K 113-4200275-8759498109 ROC NUMBER 1EON39U5KYZI TAX	WA 12/21/20 \$12.44	56140	208.40	
01/07/21	BEDBATH&BEYOND#1023 FAIRFIELD REF# 00014414 MISC HOME FURNIS	CT 01/06/21	00014414000 5 4 3 7-0	148.88 🗸	
01/01/21	BUYDOORHARDWARE 8162951878 REF# 10056747292 8162951878 DISCOUNT STORE ROC NUMBER 100567472922	MO 12/31/20	10056747292 54325	33.50	
12/25/20	CAP MILFORD, LLC MILFORD REF# 21105170360 MISC/SPECIALTY R	CT 12/24/20	21105170360 56140	65.00 🗸	
01/06/21	MINUTEMAN PRESS 0702 FAIRFIELD REF# 81680002 203-254-1947 STATIONERY,OFFC SUP ROC NUMBER 81680002	CT 01/05/21	81680002000 5 6 110	50.00	

Continued on Page 3

Do not staple or use paper clips

Payment Coupon

Account Number Enter 15 digit account number on all payments.

MATTHEW PANILAITIS TOWN OF FAIRFIELD 100 REEF RD FAIRFIELD

CT 06824

See reverse side for instructions on how to update your address, phone number, or emails



Prepared For MATTHEW PANILAITIS TOWN OF FAIRFIELD

Account Number XXXX-XXXXX3-41009

Closing Date 01/13/21

Page 3 of 3

Activity	Continued	Reference Code Amo		
12/25/20	RYSZ STORAGE BATTERY NORWALK REF# 40400009 203-866-6443	CT 12/24/20	4040009000	159.90
	SPECIALTY RETAIL ROC NUMBER 40400009		54330	
01/06/21	RYSZ STORAGE BATTERY NORWALK REF# 40000002 203-866-6443	CT 04/05/04	4000002000	28.62
	SPECIALTY RETAIL ROC NUMBER 40000002	01/05/21	54330	
01/08/21	RYSZ STORAGE BATTERY NORWALK REF# 40200005 203-866-6443	CT 01/07/21	4020005000	23.52
	SPECIALTY RETAIL ROC NUMBER 40200005	01/07/21	54330	
12/23/20	STOP & SHOP #650 FAIRFIELD REF# 850782 GROCERY STORE	CT 12/23/20	85078200000	50.17
	ROC NUMBER 850782 TAX	\$2.17	56140	
12/30/20	STOP & SHOP #650 FAIRFIELD REF# 897616 GROCERY STORE	CT 12/30/20	89761600000	26.50 ×
	ROC NUMBER 897616 TAX	\$1.26	56140	
12/31/20	VILLAGE BAGELS FAIRF FAIRFIELD REF# 73011000365 VB1874@YAHOO.COM	CT 12/30/20	73011000365 EP1/0	140.28
01/01/21	WHEELS#27CITGO 00020 FAIRFIELD REF# 9E54058 203-255-1361	CT 12/31/20	10 be	30.55
	GAS/MSC98 54584027 ROC NUMBER 9E54058	54150	59550 - Paid 88	
1/07/21	ZORO TOOLS INC MUNDELEIN REF# 822170955F5 8474840400	IL 01/07/21	54320	422.16
otal for	MATTHEW PANILAITIS		New Charges/Other Debits Payments/Other Credits	1,521.51 -876.69

12/30/2020 11:23:30 AM Terminal:050012011-001003 Trans: 19510 Kalamoras

Transaction Receipt A&S FDODS 2097 BlackRock Turnpike Fairfield, CT 06825

MERCHANT ID: **5318 TERMINAL ID: ***2797 CLERK ID: 1

SALE

*********1009

AMEX ENTRY METHOD: CHIP

DATE: 12/30/2020 TIME: 11:23:42

INVOICE: 19510 14 REFERENCE: 036:

AUTH CODE: 895631

USD\$ 134.03 AMOUNT USD\$ 134.03

TOTAL

APPROVED - THANK YOU

I AGREE TO PAY THE ABOVE TOTAL AMOUNT ACCORDING TO JARD ISSUER AGREEMENT (MERCHANT AGREEMENT IF CREDIT YOUCHER)

Cardholder Signature

APPLICATION LABEL: AMERICAN EXPRESS

AID: A000000025010801 ARQC: 2250828945DB9AA1

TVR: 0000008000 IAD: 06490103A0A002

STOP&SHOP

1160 KINGS HWY CUTOFF FAIRFIELD, CT 06824

Store Telephone: (203) 254-8478 Pharmacy Telephone: (203) 254-8538 Store #650 12/23/20 08:40am

GROCERY			
DP	ACADIA 24P 16.9Z BTL/CAN DEPOSIT		2.99
DP	ACADIA 24P 16.92 BTL/CAN DEPOSIT		2.99
DP	ACADIA 24P 16.9Z BTL/CAN DEPOSIT		2.99
μI	GV HD FORK 100C		2.19
	GV HD FORK 100C SB ULTRA PLATES		2.19
	SB ULTRA PLATES		4.99
	SB ULTRA PLATES PEPSI 12PK CAN		4.99 7.39
DP	BTL/CAN DEPOSIT		0.60
	PEPSI DT ORIG12P BTL/CAN DEPOSIT		7.39 0.60
	NCE ITEMS	NO	0.10
MR	CHCKOUT BAG CHG	NP	0.10
	TAX		2.17

Payment Type: AMERICAN EXPRESS

CHIP Purchase Card: *********1009 Payment Amt: \$50.17

**** BALANCE

BALANCE: \$ AID: A000000025010801

AUTH#850782 RC#00 12/23/20 08:41am

********************** AMER EXPRESS 50.17

CHANGE 12/23/20 08:41am 650 5 19 162

www.StopAndShop.com

Thank you for shopping STOP & SHOP Jenn Ruocco, Store Manager MAKESHA, Your Cashier

Sign up at the Service Center for a Stop & Shop card and start saving.

HOW ARE WE DOING? Tell us in the next 5 days at www.talktostopandshop.com Use the PIN # below to login 1223 0841 0605 0005 0019 And enter for a Chance to win \$500*

*Official Rules at customer service or www.talktostopandshop.com/terms Open to CT MA NJ NY & RI residents 18+ No Purch. Nec. Void where prohibited

Broderick

VILLAGE BAGELS

873 POST RO FAIRFIELD, CT 06824 (203) 254-1750

2020-12-30

09:13

WED

MERCHANT ID: *********8091

CLERK ID: 2

SALE

AMEX

F

50.17

0.00

ENTRY METHOD: CHIP

DATE: 12/30/2020 TIME: 09:11:51

INVOICE: 494

REFERENCE: 036514803776

AUTH CODE: 876911

AMOUNT

USE: 110 28

TOTAL

USTA 140 28

APPROVED - THANK YOU

APPLICATION LABEL: AMERICAN EXPRESS

AID: A000000025010801

TVR: 0000008000 IAD: 0649c403A0A002

(SI: E800 CVM: NONE

NO. 00003800 REG: POS-1

2 EMPLOYEE

THANK YOU!

NVOICE



120 Boston Post Road Milford, CT 06460 Ph: 203-878-1780 Fax: 203-878-2260 DATE:

December 23, 2020

INVOICE #

122320C

BILL TO:

Matt Panilaitis

Fairfield Police Department

100 Reef Road Fairfield, CT 06824

203-814-7803

DESCRIPTION	UNIT PRICE	AMOUN	
- plaque, 9" x 12", cherry finish, black engraving plate with gold		\$	65.00
- plaque, 9" x 12", cherry littish, black original states of the state	5.00 each	•	
			17.1
Tax Exempt	SUBTOTAL	\$	65.00
Terms: 50 % Deposit - Balance Due Upon Pickup 25% Restocking Fee on Canceled Orders	TAX RATE	•	0.00
2% Per Month Interest on Unpaid Balances	SALES TAX	\$	÷
Make all checks payable to Champion Awards. If you have any questions concerning this invoice, contact Gerry Menees, 203-878-1780, championawardsandpromotions@gmail.com	OTHER		
	TOTAL	\$	65.0



Bed Bath & BEYOND #1023 2260 KINGS HIGHWAY FAIRFIELD, CT 06824 (203) 254-5684

1023 01/06/21-1006 598020 1-4414

RVN # 0102-3441-4001-0106-2100

COFMKR KSUPREME BL 1T 61124738636 DUR PRICE 139.99 SUBTOTAL 139.99

**** BALANCE 8.89
Sale - APPROVED 148_88

AMERICAN EXPRESS ENTRY: Chip Read ACCT#: *****

ACCT#: ***********1009 AID: A000000025010801 CVMR: Signature Captured

MODE: ISSUER AUTH#: 817420 AMT: USD\$ 148.88 MERCH ID: 2060521739

AMEX
CHANGE
CT SALES TAX 6.35%
TOTAL TAX
01/06/21 1006 1023 1 4414 598020

amazon.com

Details for Order #113-4200275-8759447 Print this page for your records.

Order Placed: December 21, 2020

Amazon.com order number: 113-4200275-8759447

Order Total: \$208.40

Not Yet Shipped

Items Ordered Price

4 of: American Filter Company (TM Brand Water Filter AFC-EWH-3000 (Comparable with \$48.99 to Elkay (R) Filter 51300C)

Sold by: IDG Online (seller profile)

Condition: New

Shipping Address:

matt panilaitis 100 REEF RD FAIRFIELD, CT 06824-5919 United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

American Express | Last digits: 1009

Item(s) Subtotal: \$195.96

Shipping & Handling:

\$0.00

Billing address

matt panilaitis 100 REEF RD

FAIRFIELD, CT 06824-5919

United States

Total before tax: \$195.96

Estimated tax to be collected: \$12.44

Grand Total: \$208.40

To view the status of your order, return to Order Summary.

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Panilaitis, Matt

From:

Buy Door Hardware Now <customerservice@buydoorhardwarenow.com>

Sent:

Thursday, December 31, 2020 8:31 AM

To:

Panilaitis, Matt

Subject:

Buy Door Hardware Now - Order 74104



877-474-9145

Buy Dourdardware Low com

FREE SHIPPING \$75 min. order

Thank you for your interest in our products. Your order has been received and will be processed once payment has been confirmed.

Order Details

Order ID: 74104

Date Added: 12/31/2020

Payment Method: Credit or Debit Card (Processed securely)

Shipping Method: Free Shipping

E-mail: mpanilaitis@fairfieldct.org

Telephone: 2038147803 IP Address: 72.10.112.5 Order Status: Processing

Payment Address

Shipping Address

Matt Panilaitis Fairfield Police Dept 100 Reef Rd Fairfield, Connecticut 06824

United States

Matt Panilaitis Fairfield Police Dept 100 Reef Rd Fairfield, Connecticut 06824 United States

Product	Model	Quantity	Price	Total
	*			
1001 ADA US32D Cal-Royal Pull Plate Solid Round Bar Handle - 4" x 16"	1001 ADA US32D	1	\$23.50	\$23.50
		Free Sh	ipping:	\$0.00
		Sub	-Total:	\$23.50
	\$10 minimum order fee	for orders und	er \$75:	\$10.00

Total: \$33.50

Please reply to this e-mail if you have any questions.

TOWN OF FAIRFIELD AMERICAN EXPRESS

AMEX RECONCILIATION VOUCHER (with closing date of 7-13-2021)

TODAY'S DATE: 7/27/2021

DEPARTMENT: POLICE DEPARTMENT

Officer Matthew Panilaitis

DATE OF PURCHASE:	DESCRIPTION:	AMOUNT OF PURCHASE:	ACCOUNT # TO CHARGE:
6/23/21	A & S ITALIAN FINE FOOD-refreshments for new hire interviews -lunch-(Lt. Esposito)	\$ 72.89	
6/24/21	A & S ITALIAN FINE FOOD-refreshments for new hire interviews-(Lt. Esposito)	\$ 31.00	01004030-58120
6/17/21	AMAZON MKTP-Mount-It! Floating wall mounted shelf bracket stand for AV Receiver, Component, Cable Box, Playstation4, Xbox1, VCR Player, Blue Ray DVD player, projector, load capacity 17lbs, one shelf	\$ 23.39	01004030-58120 01004030-54320
6/17/21	AMAZON MKTP-Mount-It! Floating wall mounted shelf bracket stand for AV Receiver, Component, Cable Box, Playstation4, Xbox1, VCR Player, Blue Ray DVD player, projector, load capacity 17lbs, one shelf	\$ 23.39	01004030-54320
7/9/21	Hemlock Hardware-(2) WHT Dark Shade; (1) Outside Shade Bracket	\$ 38.67	01004030-54320
7/10/21	Hemlock Hardware-(1) WHT Dark Shade; (1) Outside Shade Bracket	\$ 20.68	
6/23/21	RYSZ Storage Battery-Inv. #159920 of 6/22/21 for (1) Stinger LED/DS LED C4 Upgrade Kit	\$ 27.95	01004030-54320 01004030-54330
6/22/21	The Home Depot-M18 Brushless Compact Drill/IMP 2pc.	\$199.00	04004000 54000
6/24/21	The Home Depot-MKE Shockwave set 50 pc	\$24.97	01004030-54320
6/24/21	Village Bagels-refreshments for new hire interviews-breakfast for 3 days & lunch provided for 1 day (Lt. Esposito)	\$212.35	01004030-54320 01004030-58120
6/23/21	Wheels-soda for new hire interviews (Lt. Esposito)	\$8.47	01004030-58120

TOTAL AMOUNT: \$682.76

AMEX DETAIL STATEMENT ATTACHED

AUTHORIZATIONS REVIEWED BY:

JOHN BUCHERATI DEPUTY CHIEF OF POLICE

APPROVED FOR PAYMENT BY:

ROBERT KALAMARAS CHIEF OF POLICE



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For **MATTHEW PANILAITIS** TOWN OF FAIRFIELD

Account Number XXXX-XXXXX3-41009

Closing Date 07/13/21

Page 1 of 3

Balance New Charges \$ Other Debits \$ Due \$ Do Not Pay Payments \$ Other Credits 486.64 682.76 0.00 486.64 0.00 682.76 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Date reflects either transaction or posting date Activity Card Number XXXX-XXXXX3-41009 Reference Code Amount \$ 06/24/21 CORPORATE REMITTANCE RECEIVED 06/24 -486.64 06/23/21 A & S ITALIAN FINE F FAIRFIELD 73011941173 MBT 72.89 REF# 73011941173 ASFOODS@SBCGLOBA06/22/21 58120 06/24/21 A & S ITALIAN FINE F FAIRFIELD 73011941174 31.00 REF# 73011941174 ASFOODS@SBCGLOBA06/23/21 58120 06/17/21 AMZN MKTP US*2X92D5Y AMZN.COM/BILL WA 23,39 77OY0FG7F 113-4375245-1515498109 06/17/21 ROC NUMBER 770Y0FG7FEF9 54320 \$1.40 06/17/21 AMZN MKTP US*211422L AMZN.COM/BILL WA 23.39 8WHP2T0PT 113-6353821-4861898109 Molint 06/17/21 Bilgs & Grounds ROC NUMBER 8WHP2T0PTUUM 54320 Rep \$1.40 07/09/21 HEMLOCK HARDWARE 000 FAIRFIELD

CT 18600665310 38.67 REF# 1860066531 2032551771 54320 07/08/21 07/10/21 HEMLOCK HARDWARE 000 FAIRFIELD CT 18713405090 20.68 REF# 1871340509 2032551771 07/09/21 54330 06/23/21 RYSZ STORAGE BATTERY NORWALK СТ 40900003000 27.95 REF# 40900003 203-866-6443 06/22/21 SPECIALTY RETAIL 54330 **ROC NUMBER 40900003** 06/22/21 THE HOME DEPOT #6206 FAIRFIELD CT 06210620619 199.00 REF# 06210620619 800-654-0688 06/21/21

Do not staple or use paper clips Payment Coupon

Continued on Page 3

Enter 15 digit account number on all payments.

MATTHEW PANILAITIS TOWN OF FAIRFIELD 100 REEF RD **FAIRFIELD**

CT 06824

See reverse side for instructions on how to update your address, phone number, or email.



Prepared For MATTHEW PANILAITIS TOWN OF FAIRFIELD Account Number
XXXX-XXXXX3-41009

Closing Date 07/13/21

Page 3 of 3

Activity	Continued	Reference Code	Amoun
06/24/21	THE HOME DEPOT #6206 FAIRFIELD CT REF# 06230620637 800-654-0688 06/23/21	06230620637	<i>54320</i> 24.9
06/24/21	VILLAGE BAGELS FAIRF FAIRFIELD CT REF# 73011001174 VB1874@YAHOO.COM 06/23/21	73011001174	58120 212.3
06/23/21	WHEELS#27CITGO 00020 FAIRFIELD CT REF# 9A82034 203-255-1361 06/22/21 GAS/MSC97 82344027 ROC NUMBER 9A82034		58120
Total for	MATTHEW PANILAITIS	New Charges/Oth	

6/22/2021 11:21:51 AM

Angelo

Trans:3854 - Terminal:050015067-001003 The second section of the sec

> Transaction Receipt A&S FOODS 2097 BlackRock Turnpike Fairfield, CT 06825

CLERK ID: 1

CREDIT CARD SALE

*********1009

ENTRY LEGEND/MODE: CHIP READ/CONTACT DATE: 06/22/2021 TIME: 15:17:09

INVOICE: 3854 REFERENCE: 117315804098

AUTH CODE: 820322

AMOUNT

USD\$ 72.89

TOTAL

USD\$ 72.89

APPROVED - THANK YOU

I AGREE TO PAY THE ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT (MERCHANT AGREEMENT IF CREDIT VOUCHER)

Cardholder Signature

APPLICATION LABEL: AMERICAN EXPRESS

AID: A000000025010801

ATC: OOCA

AC: E4337802842D71F2 TVR: 0000008000

IAD: 06490103A0A006

TSI: E800 CVM: SIGN

Customer Copy

Trans:3854

Terminal:050015067-001003

Thank You For Shopping A&S Italian Fine Foods 6/23/2021 11:22:25 AM Angelo

Trans:3883 Terminal:050015067-001003

ವನ ವಿವರ್ಣ ಅನ್ನ ವರ್ಷ ಅರ್ಜ್ನ ಮಾನ್ಯ ಇಲ್ಲವೆ ಕಿನ್ನೇವಿ ಆರಂಭಿಸುವ ವರ್ಷ ಪರ್ಷಕ್ಕಿತ ಸಾಹಿತಿ ಸಾನ್ಯ ಕಿ Transaction Receipt A&S FOODS 2097 BlackRock Turnpike Fairfield, CT 06825

CLERK ID: 1

CREDIT CARD SALE

AMEX

*********1009

ENTRY LEGEND/MODE: CHIP READ/CONTACT DATE: 06/23/2021 TIME: 15:17:43

INVOICE: 3883

REFERENCE: 117415803331

AUTH CODE: 843047

AMOUNT

USD\$ 31.00

========

TOTAL

USD\$ 31.00

APPROVED - THANK YOU

I AGREE TO PAY THE ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT (MERCHANT AGREEMENT IF CREDIT VOUCHER)

Cardholder Signature

APPLICATION LABEL: AMERICAN EXPRESS

AID: A000000025010801

ATC: OOCD

AC: 2E2A5F668F47862B

TVR: 0000008000

IAD: 06490103A02002

TSI: E800

CVM: SIGN

Customer Copy

Trans:3883

Terminal:050015067-001003

Thank You For Shopping A&S Italian Fine Foods

Details for Order #113-6353821-4861868 Print this page for your records.

Order Placed: June 17, 2021

Amazon.com order number: 113-6353821-4861868

Order Total: \$23.39

Not Yet Shipped

Items Ordered Price

1 of: Mount-It! Floating Wall Mounted Shelf Bracket Stand for AV Receiver, Component, \$21.99 Cable Box, Playstation4, Xbox1, VCR Player, Blue Ray DVD Player, Projector, Load Capacity 17lbs, One Shelf

Sold by: Value Max (seller profile) | Product question? Ask Seller

Condition: New

Shipping Address:

matt panilaitis 100 REEF RD FAIRFIELD, CT 06824-5919 United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

American Express | Last digits: 1009

Item(s) Subtotal: \$21.99

Shipping & Handling: \$0.00

Billing address

matt panilaitis 100 REEF RD

FAIRFIELD, CT 06824-5919

United States

Total before tax: \$21.99

Estimated tax to be collected: \$1.40

Grand Total: \$23.39

To view the status of your order, return to Order Summary.

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Details for Order #113-4375245-1515427 Print this page for your records.

Order Placed: June 17, 2021

Amazon.com order number: 113-4375245-1515427

Order Total: \$23.39

Preparing for Shipment

Items Ordered Price

1 of: Mount-It! Floating Wall Mounted Shelf Bracket Stand for AV Receiver, Component, \$21.99 Cable Box, Playstation4, Xbox1, VCR Player, Blue Ray DVD Player, Projector, Load

Capacity 17lbs, One Shelf

Sold by: Value Max (seller profile) | Product question? Ask Seller

Condition: New

Shipping Address:

matt panilaitis 100 REEF RD FAIRFIELD, CT 06824-5919 United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

American Express | Last digits: 1009

Item(s) Subtotal: \$21.99 Shipping & Handling: \$0.00

Billing address

matt panilaitis 100 REEF RD

FAIRFIELD, CT 06824-5919

United States

Total before tax: \$21.99

Estimated tax to be collected: \$1.40

Grand Total: \$23.39

To view the status of your order, return to Order Summary.

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YOUR #1 choice for CONVENIENCE, VALUE and SERVICE.

Hemlock Hardware

1860 Post Rd Fairfield, CT 06824 (203) 255-1771

PANILAITIS/MATTHEW

ITEM	QTY	SALE/REG	EXT
093427550104	1.00	~ 2.69	2.69
641044	EA	2.99	
OUTSIDE SHADE B	RACKET		
093598337788	1 00	~ 17 99	17 99
621954	ΕA	19.99	
37.25X78 WHT DR	K SHADE		
1			

State tax reset to None

	SUBTOTAL	\$ 20 68
	TAX	\$ 0.00
TOTAL	\$	20.68

CREDIT CARD 20.68

CARD **********1009
AUTH 862374

EMPLOYER	I I ERM	#VN1	TIME	DATE
5	2	264456	12:14	09-Jul-21

Proudly serving your community for over 50 years!

INVOICE





YOUR #1 choice for CONVENIENCE, VALUE and SERVICE.

Hemlock Hardware

1860 Post Rd Fairfield, CT 06824 (203) 255-1771

PANILAITIS/MATTHEW

LIEM	QTY	SALE/REG	EXT
093598337788	2.00	~ 17.99	35.98
621954	EA	19 99	NONTAX
37 25X78 WHT DRI	SHADE		

093427550104	1 00	2.69	2.69
641044	EA	2 99	NONTAX
OUTSIDE SHADE	BRACKET		

ſ		SUBTOTAL	\$ 38 67
1		TAX	\$ 0.00
	TOTAL	\$	38.67

CREDIT CARD 38.67

CARD ********1009 AUTH 813225

I AGREE TO PAY THE ABOVE TOTAL ACCORDING TO THE POSTEC TERMS AND CONDITIONS



EMPLOYEE TERM INV# TIME DATE 5 2 264324 09:55 08-Jul-21

Proudly serving your community for over 50 years!

INVOICE



Rysz Storage Battery Co.

4 Elm Street Norwalk CT 06850

WWW.RYSZBATTERY.COM

orders@ryszbattery.com

PHONE: (203) 866-6443 (800) 404-6443

FAX: (203) 866-7690

SOLD TO:

Fairfield Police Dept 100 Reef Road Fairfield CT 06824

SHIP TO:

Fairfield Police Dept 100 Reef Road Fairfield CT 06824

ShipVia

PO Number

Matt

Company Phone #

1(203)254-4808/

Payment Method

AMERXPRESS 1009

INVOICE # 159920

6/22/2021

5317

Tim

Invoice Date

Account#

Entered by:

ORDR	SHIP	PART#	PART DESCRIPTION	PRICE	TOTAL
1	1	75768	Stinger LED/DS LED C4 Upgrade Kit	27.95	27.95
			TOTAL INVOICE AMOUNT		27.95
			PAID BY AMERXPRESS 1009		-27.95
)#		
15					
			ė		
		:0			
			er e	-	

PLEASE PAY:

\$0.00

Received by:				Date:			
Return Policy: 30 days with receipt. Product must be unused in original packs, powersport batteries or electronics. 20% restocking fee on all ref				ed packaging. No yer pays return sh	returns on batt nipping.	ery chargers, ju	ımper
Cores Returned: A (REG)	B (U1)	C (MC)	D (31/GC/49)	E (4DLT)	G (4D)	H (8D)	

Felix

VILLAGE BAGELS

873 POST RD FAIRFIELD, CT 06824 (203) 254-1750

2021-06-23

07:23

MED

ORDER#

POS-1_056

MERCHANT ID: ********8091

CLERK ID: 2

SALE

AMEX

*********1009

ENTRY METHOD: CHIP

DATE: 06/23/2021 TIME: 06:12:53

INVOICE: 339

REFERENCE: 117411906537

AUTH CODE: 862988

AMOUNT

USD\$ 212.35

.........

TOTAL

USD\$ 212.35

APPROVED - THANK YOU

APPLICATION LABEL: AMERICAN EXPRESS

AID: A000000025010801

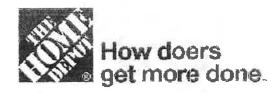
TVR: 0000008000 IAD: 06490103A0A006

TSI: E800 CVM: NONE

NO. 00002456 REG: POS-1

2 EMPLOYEE

THANK YOU!



STORE MANAGER JACK CRUZ (2C3)254-3888 JACK O CRUZ@HOMEDEPOT_COM

6206 00007 79074 SALE CASHIER KENDAR 06/23/21 10:23 AM

045242510078 50PCSHKWVE <A,S> 24.97N MKE SHOCKWAVE SET 50PC

SUBTOTAL 24.97 SALES TAX 0.00

TAX EXEMPT

TOTAL \$24.97

XXXXXXXXXXXXXXIOO9 AMEX

USD\$ 24.97

AUTH CODE 897293/8073701 Chip Read

ATD A000000025010801 AMERICAN EXPRESS

620**6 06/23/21 10:23** AM

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 09/21/2021

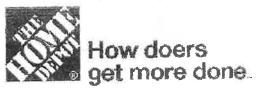
Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 164643 158444 PASSWORD: 21323 158437

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.



STORE MANAGER JACK CRUZ (203)254-3888 JACK () CRUZ@HOMEOEPOT COM

6206 00008 41908 06/21/21 10:29 AM SALE CASHIER PATRICIA

045242527854 M18DR/IMP2PC <A.S> 199.00N M18 BRUSHLESS COMPACT DRILL/IMP 2PC

> SUBTOTAL SALES TAX

199.00 0.00

TAX EXEMPT

TOTAL

\$199.00

XXXXXXXXXXXXX1009 AMEX

USD\$ 199.00

AUTH CODE 884312/0081971 Chip Read

AID A000000025010801 AMERICAN EXPRESS

6206 06/21/21 10:29 AM 6206 08 41908 06/21/2021 8449

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 09/19/2021

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 90311 84113 PASSWORD: 21321 84105

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Felix

WHEELS #27 1096 POST RD FAIRFIELD, CT 06824 203-255-1361

00020524027 WHEELS#27CITGO 1096 POST RD FAIRFIELD CT 06824

< DUPLICATE RECEIPT >

	Description	Qty	Amount
T	CK DT 12PK	1	7.29
	BOTTLE DEPO	SIT	0.60
		8	
		Subtotal	7.89
		Tax	0.58
	TOTA	L	8.47
		CREDIT \$	8.47

CARD TYPE: AMEX AUTH TIME: 105742 ACCT NUMBER: 1009 TRANS TYPE: SALE AUTH: 848670

Ref #: 99000820342

APPNAME: AMERICAN EXPRESS AID: A000000025010801

APP CRYPTOGRAM : ARQC 153B611F56E88ECE

ENTRY: Insert

EMV STAN#: 08043505388

We Care Where You Go

ST# FSS27 TILL XXXX DR# 1 TRAN# 1017954 CSH: 16 6/22/21 10:57:45 AM

TOWN OF FAIRFIELD AMERICAN EXPRESS

AMEX RECONCILIATION VOUCHER July 18, 2022

TODAY'S DATE: July 18, 2022

DEPARTMENT: POLICE DEPARTMENT

OFFICER

Panilaitis

Purchase Date:	Description:		Amount:	ACCOUNT # TO CHARGE:
6/23/2022	Doughnut Inn		\$53.80	01004030-58110
6/22/2022	Hemlock Hardware		\$29.90	01004030-54320
6/17/2022	Hemlock Hardware		\$49.58	01004030-54320
6/28/2022	Steffanos Pizza		\$60.08	01004030-58110
7/1/2022	Stop & Shop		\$72.64	01004030-58110
7/1/2022	Home Depot		\$83.88	01004030-54320
6/22/2022	Home Depot	1	\$94.88	01004030-54320

TOTAL AMOUNT \$444.76

*AMEX DETAIL STATEMENT ATTACHED

AUTHORIZATIONS REVIEWED BY:

Qr. Kutt Burde KEITH BRODERICK

DEPUTY CHIEF OF POLICE

APPROVED FOR PAYMENT BY:

ROBERT KALAMARAS

CHIEF OF POLICE





YOUR #1 choice for CONVENIENCE,

VALUE and SERVICE.

Hemlock Hardware

1860 Post Rd Fairfield, CT 06824 (203) 255-1771

PANILAITIS/M

QTY SALE/REG EXT 10.00 29.90

EACH

SINGLE SIDE KEY

State tax reset to None

SUBTOTAL \$ TAX \$ 0.00 TOTAL 29. 90

CREDIT CARD 29.90

CARD **********3005 AUTH 837563

TERM INV# TIME DATE 11 309343 09:32 16-Jun-22

> Proudly serving your community for over 50 years!

INVOICE



VALUE and SERVICE Hemlock Hardware

YOUR #1 choice for CONVENIENCE.

1860 Post Rd Fairfield, CT 06824 (203) 255-1771

PANILAITIS/M

ITEM QTY SALE/REG 008236499193 4.59 4.59 321426-E EACH FG RD SWIV BOLT SNAP 3/4

009326508405 44.99 44.99 541915 EΑ PHONE/FA) SURGE STRIP

State tax reset to None

SUBTOTAL \$ 49.58 TAX \$ TOTAL

CREDIT CARD 49.58

CARD

AUTH 854518

TERM INV# 312824 09:37

> Proudly serving your community for over 50 years!

INVOICE



6/22/22 Chack Type

30133 Sale

Doughnut Inn

Fairfield, CT

Terminal Cashier

3 Cashier 3

Swiped

PANILAITIS/M Acct XXXXXXXXXXXX3005 Card Typ

American Express 531120

Auth Trans ID

285

Sale

53.80

11:13

I AGREE TO PAY TOTAL AMOUNT ACCORDING TO CARD ISSUER AGMT (MERCHANT AGMT IF CREDIT VCHR)

Customer Copy

Steffanos Pizza & Restaurant

The state of the s	41 CH11 C
	ne 28, 2022
Fairfield, CT	10:46 AM
06825	Gino
Receipt: ZuvN	
Ticket, faifield police departmen	14
Authorization: 859500	
55 T 5 (1215 B 1900) NO MO	
AMERICAN EXPRESS	
AID A0 00 00 00 25 01 08 01	
FOR HERE	
Special 10.99 Large Cheese × 3	\$32.97
Personal Gluten Free Pizza	\$14.00
2 Liter Soda × 2	\$9.00
***************************************	a a
Subtotal	\$55.97
Connecticut Sales Tax	\$4.11
Total	\$60.08
American Express 3005 (Contactless)	\$60.08

STOP&SHOP

1160 KINGS HWY CUTOFF FAIRFIELD, CT 06824 Store Telephone: (203) 254-8478 Pharmacy Telephone: (203) 254-8538 Store #650 07/01/22 02:26pm

FRO	DZEN I		
GRI	CERY	SB BGICE CB 10LB	3.99 F 3.99 F
un	JULINI	ARIZ LMN TEA 12P	6.29 F
DP		ACADIA 24P 16.9Z BTL/CAN DEPOSIT ACADIA 24P 16.9Z	3,99 F 1,20 F 3,99 F
DP		BTL/CAN DEPOSIT	1.20 F
DP		ACADIA 24P 16.9Z BTL/CAN DEPOSIT GAT FPCH 12P12Z GAT FPCH 12P12Z	3.99 F 1.20 F 7.99 F 7.99 F
DP DP		GAT FPCH 12P12Z SPRITE 12P 12Z C BTL/CAN DEPOSIT SPRITE 12P 12Z C BTL/CAN DEPOSIT	7,99 F 8,29 B 0,60 F 8,29 B 0,60 F
	****	TAX BALANCE	1.05 72.64

Card: ***********3005
Payment Amt: \$72.64
Releace: \$

BALANCE: \$
AID: A000000025010801

AUTH#817325 RC#00 07/01/22 02:27pm

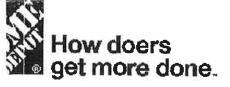
AMER EXPRESS 72.64 CHANGE 0.00 07/01/22 02:27pm 650 9 175 173 www.StopAndShop.com Thank you for shoppins STOP & SHOP

Travis Burroughs Store Manager DONNA, Your Cashier

Sign up at the Service Center for a Stop & Shop card and start saving.

HOW ARE WE DOING?
Tell us in the next 5 days at
www.talktostopandshop.com
Use the PIN # below to login
0701 1427 0695 0009 0175
And enter for a
Chance to win \$500*

*Official Rules at customer service or www.talktostopandshop.com/terms Open to CT MA NJ NY & RI residents 18+ No Purch. Nec. Void where prohibited



MANAGER JACK CRUZ (203)254-3888 JACK_O_CRUZ@HOMEDEPOT.COM

00011 70661 06/16/22 01:25 PM ASHIER AMANDA

5213582 18L WP TOTE <A> /19QT WATERPROOF CLEAR TOTE 1.98 47.92N 5213612 50L WP TOTE <A> /52.8QT WATERPROOF CLEAR TOTE 7.98 35.96N

SUBTOTAL 83.88 SALES TAX 0.00 EMPT TOTAL \$83.88

(XXXX3005 AMEX USD\$ 83.88)DE 882673/0113222 TA

ead 10000025010801 AMERICAN EXPRESS



RETURN POLICY DEFINITIONS ICY ID DAYS POLICY EXPIRES ON 1 90 09/14/2022

ID WE NAIL IT?

short survey for a chance TO WIN \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HXY 147817 141622 PASSWORD: 22316 141611

must be completed within 14 days rchase. Entrants must be 18 or to enter. See complete rules on site. No purchase necessary.



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For MATTHEW PANILAITIS TOWN OF FAIRFIELD Account Number XXXX-XXXXX3-43005

Closing Date 07/13/22

Page 1 of 2

					Balance
Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Due \$ Do Not Pay
679.53	444.76	0.00	679.53	0.00	444.76 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Card Nu	umber XXXX-XXXXX3-43005		Reference Cod	le	Amount \$
06/23/22	CORPORATE REMITTANCE RECEIVED	06/23			-679.53
06/23/22	DOUGHNUTINN FAIRFIE FAIRFIELD REF# 99999992174 2032561908	CT 06/22/22	4030 -	4 58110	53.80
06/17/22	HEMLOCK HARDWARE 000 FAIRFIELD REF# 854356735 2032551771	CT 06/16/22	4030 8543567350	54320	29.90
07/09/22	HEMLOCK HARDWARE 000 FAIRFIELD REF# 1079406551 2032551771	CT 07/08/22	4030 - 1079406551		49.58
06/28/22	STEFFANOS PIZZA & RE Fairfield REF# ZuvNJhiZckp squareup.com/rec	CT 06/28/22	4030-	58110	60.08
07/01/22	STOP & SHOP #650 FAIRFIELD REF# 817325 GROCERY STORE ROC NUMBER 817325 TAX	CT 07/01/22 \$1.05	4030 -	° 58110	72.64
06/17/22	THE HOME DEPOT 6206 FAIRFIELD REF# 62062022-06 HOME SUPPLY WAR	CT E 06/16/22	4030-	54320	83.88
06/22/22	THE HOME DEPOT 6206 FAIRFIELD REF# 62062022-06 HOME SUPPLY WAR	CT E 06/21/22	4030-	54320	94.88
Total for	MATTHEW PANILAITIS			Charges/Other Debits yments/Other Credits	444.76 -679.53

Do not staple or use paper clips

Payment Coupon

Account Number Enter 15 digit account number on all payments.

MATTHEW PANILAITIS TOWN OF FAIRFIELD 100 REEF RD FAIRFIELD

CT 06824

See reverse side for instructions on how to update your address, phone number, or email.

TOWN OF FAIRFIELD AMERICAN EXPRESS

AMEX RECONCILIATION VOUCHER September 1, 2022

TODAY'S DATE: September 1, 2022

DEPARTMENT: POLICE DEPARTMENT

OFFICER PANILAITIS

Purchase Date:	Description:	Amount:	ACCOUNT # TO CHARGE:
8/12/2022	A&S	\$86.05	01004030-58110
7/21/2022	DOUGHNUT INN	\$36.50	01004030-58110
8/9/2022	DOUGHNUT INN	\$36.50	01004030-58110
8/4/2022	THE HOME DEPOT	\$199.78	01004030-54320
7/14/2022	THE HOME DEPOT	\$504.96	01004030-54320
7/23/2022	VILLAGE BAGEL	\$66.81	01004030-58110
8/1/1966	VILLAGE BAGEL	\$83.51	01004030-58110

TOTAL AMOUNT \$1,014.11

AMEX DETAIL STATEMENT ATTACHED

AUTHORIZATIONS REVIEWED BY:

O.C. Brocherick

DATE

KEITH BRODERICK

DEPUTY CHIEF OF POLICE

APPROVED FOR PAYMENT BY:

ROBERT KALAMARAS

CHIEF OF POLICE

DATE



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/gopaperless

Prepared For MATTHEW PANILAITIS TOWN OF FAIRFIELD

Account Number XXXX-XXXXX3-43005

Closing Date 08/13/22

Page 1 of 2

Balance Due \$ Do Not Pay

Previous Balance \$ New Charges \$ Other Debits \$ Other Credits \$ 444.76 1,014.11 0.00 444.76 0.00

1,014.11 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Card Nu	ımber XXXX-XXXXX3-43005	Reference Code	Amount \$
07/26/22	CORPORATE REMITTANCE RECEIVED 07/26		-444.76
08/12/22	A & S ITALIAN FINE F FAIRFIELD CT REF# 73011942223 ASFOODS@SBCGLOBA08/11/22	73011942223 4030-58117	86.05
07/21/22	DOUGHNUT INN FAIRFIE FAIRFIELD CT REF# 99999992202 2032561908 07/20/22	99999992202 4030- 58110	36.50
08/09/22	DOUGHNUT INN FAIRFIE FAIRFIELD CT REF# 99999992221 2032561908 08/08/22	99999992221 4036 58110	36.50
08/04/22	THE HOME DEPOT #6206 FAIRFIELD CT REF# 08030620649 800-654-0688 08/03/22	08030620649 4030 - 5432	199.78
07/14/22	THE HOME DEPOT 6206 FAIRFIELD CT REF# 62062022-07 HOME SUPPLY WARE 07/13/22	4036-5432	O 504.96
07/23/22	VILLAGE BAGELS FAIRF FAIRFIELD CT REF# 73011002203 VB1874@YAHOO,COM 07/21/22	73011002203 4030-58111	66.81
08/09/22	VILLAGE BAGELS FAIRF FAIRFIELD CT REF# 73011002220 VB1874@YAHOO.COM 08/08/22	73011002220 4030-5811	83.51
Total for	MATTHEW PANILAITIS	New Charges/Other Debits Payments/Other Credits	1,014.11 -444.76

Do not staple or use paper clips

Payment Coupon



Account Number Enter 15 digit account number on all payments.

MATTHEW PANILAITIS TOWN OF FAIRFIELD 100 REEF RD FAIRFIELD

CT 06824

See reverse side for instructions on how to update your address, phone number, or email.

Simpson, Cathleen

From: Simpson, Cathleen

Sent: Monday, June 19, 2023 11:08 AM

To: Panilaitis, Matt

Cc: Quiles, Raymond; Kalamaras, Robert; Courtemanche, Joanne; 'Craig Manemeit';

Broderick, Keith

Subject: HR Follow-up

Good Morning,

I want to apologize for failing to give you and your union representative more notice as well as further explanation as to why HR is conducting this administrative investigation. I could have done better in hindsight and although I hope to never have to be in a similar situation going forward, I have learned from this as to how to be more sensitive to employees when having to issue such notice. Your union also requested that I incorporate a Garrity warning as part of this questionnaire, which you will find below.

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase, we are seeking that information from those that it may be unclear. We recognize that Department Heads signed off on your reconciliation report and the Finance processed them. Accordingly, there is no presumption that you engaged in any misconduct. As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason.

Please be assured neither you nor your Department is being singled out. This is a global review of all Town credit card holders based on the resident complaint.

We have partnered with Finance and Purchasing to revise the credit card policy to include better reporting forms to ensure the business purpose is clear. We are also in the process of scheduling training and discussion on purchasing and protocol as we are aware employees have not received such training and in some cases, insufficient notice.

HR would ask if you could respond to the best of your abilities and with your union's assistance, information to identify what the business purpose was, if you recall, for the items listed. I provided back up as it could be helpful to refresh your recollection. The response does not have to be elaborate, for instance: "meeting", "training", "equipment for repair", "water for office", "replacement coffee maker for break room".

I hope this helps to clarify this for you and again, my apologies for not doing better with advance and proper notice. My intent was not to cause undue stress or worry.

Garrity Warning:

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of this questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
- You are not being questioned for the purpose of instituting criminal proceedings against you.
- During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct in this matter, neither your self-incriminating statements, nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in your dismissal from the Town.

From: Simpson, Cathleen

Sent: Wednesday, June 14, 2023 5:45 PM

To: Panilaitis, Matt < MPanilaitis@fairfieldct.org>

Cc: Quiles, Raymond <RQuiles@fairfieldct.org>; Kalamaras, Robert <RKalamaras@fairfieldct.org>; Courtemanche,

Joanne <JCourtemanche@fairfieldct.org>

Subject: Hr Review

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card users records for the years 2018-2022. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town business.

- 8/12/20 A&S \$179.06
- 7/31/20 Doughnut Inn \$17.18
- 7/16/20 Public Sotrage \$298.52
- 7/29/20 Village bagels \$113.2
- 7/30/20 village bagels \$319.81
- 7/31/20 village Bagels \$227.36
- 8/11/20 village Bagels \$1.74
- 8/13/20 Village Bagels \$71.93
- 7/25/20 Wheel \$18.80
- 7/29/20 Wheels \$31.33
- 7/30/20 Wheels \$6.27
- 8/10/20 Wheels \$8.26
- 7/16/20 Whichday \$81.84

- 8/12/20 Stop and Shop \$41.19
- 12/30/20 A&S \$134.04
- 12/21/20 Filter \$208.40
- 12/30/20 Stope and Shop \$26.50
- 12/31/20 Village Bagels \$140.28
- 12/31/20 Door handle \$33.50
- 12/23/20 Plaque \$65.00
- 12/23/20 Stop and Shop \$26.50
- 12/24/20 Battery backup \$159.90
- 1/6/21 Bed Bath \$148.88 coffee maker
- 1/6/21 RYSZ storage battery \$28.62;
- 1/8/20 RYSZ battery \$23.52
- 1/6/21 stainless steel pour over 4 gallon coffee brewer \$396.95
- 1/1/21 Wheels Citgo
- 1.7.21 Zoro Tools \$422.16
- 6/23/21 A&S \$72.89
- 6/24/21 A&S \$31
- 6/17/21 Amazon floating wall mount, bracket cable box, playstone4, etc \$25.99 (2)
- 7/9/21, 7/10/21 Outside shade brackets
- 6/23/21 Home Depot brushless compact drill \$199
- 6/24/21 Home Depot Shockwave set \$27.95
- 6/24/21 Village Bagels \$212.35; 6/23/21 Wheels soda \$8.47 (new hire intereviews?)
- June 23, 2022 Doughnut Inn \$53.80
- June 28, 2022 Steffano's \$60.08
- July 1, 2022 Stop & shop 472.64
- 8/12/22 A&S \$486.05
- 7/21/22 Doughnut Inn
- 9/9/22 Doughnut Inn \$36.50
- 8/4/22 Home Depot \$199.78
- 7/14/22 Home Depot \$504.96
- 7/23/22 Village Bagel \$66.8

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative so he is aware and may assist you if you so choose with responding to this request.

Cathleen B. Simpson
Human Resources Director
Town of Fairfield
Gultivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

Simpson, Cathleen

From:

Martire, Gabrielle

Sent:

Friday, June 30, 2023 8:18 AM

To:

Simpson, Cathleen

Cc:

Quiles, Raymond

Subject:

Town CC Reconciliations

Attachments:

20230630081225.pdf

Good morning!

Please see the attached documents per your request.

Have a great holiday weekend!

Thank you.

Best Regards,

Gabrielle Martire

Executive Assistant to The Chief of Police Fairfield Police Department 100 Reef Road Fairfield, CT 06824 O: 203-254-4839 M: 203-556-0129

M: 203-556-0129 gmartire@fairfieldct.org

Officer	Panilaitis	

Date_____6/29/23

6/17/2021	\$25.99	Amazon floating wall mount, bracket cable box, playstone4,	Supplies/ equipment for use within Department	
7/9/2021	\$38.67	Hemlock Hardware	Outside Shade bracket for use in Department Office	
7/10/2021	\$20.68	Hemlock Hardware	Outside Shade bracket for use in Department Office	
6/23/2021	\$199.00	Home Depot brushless compact drill	Supplies/ equipment for use within Department	
6/24/2021	\$27.95	Home Depot Shockwave set	Supplies/ equipment for use within Department	
6/24/2021	\$212.35	Village Bagels	Food/ Beverages for Official Department Function	
6/23/2021	\$8.47	Wheels soda	Soda for Offical Department Function	
6/23/2022	\$53.80	Doughnut Inn	Coffee for Official Department Function	
6/28/2022	\$60.08	Steffano's	Food/ beverages for Official Department Function	
7/1/2022	\$72.64	Stop & shop	Supplies for use within Department	Amount listed \$472.64 in Request
8/12/2022	\$486.05	A&S	Food/ beverages for Official Department Function	
7/21/2022	\$36.50	Doughnut Inn	Coffee for Official Department Function	
9/9/2022	\$36.50	Doughnut Inn	Coffee for Official Department Function	
8/ 4/2022	\$199.78	Home Depot	Supplies/ equipment for use within Department	
7/14/2022	\$504.96	Home Depot	Supplies/ equipment for use within Department	
7/23/2022	\$66.80	Village Bagel	Food/ beverages Official Department Function	

Ph.

Date	Amount	Vendor/location	Reason	Notes
8/12/2020	\$179.06	A&S	Food/ Beverages for Official Department Function	
7/31/2020	\$17.18	Doughnut Inn	Coffee for Official Department Function	11
7/16/2020	\$298.52	RYSZ Storage Battery	Batteries for official Department use	Charge listed as "Public Storage" in request
7/29/2020	\$113.20	Village Bagels	Food/ Beverages for Official Department Function	
7/30/2020	\$319.81	Village Bagels	Food/ Beverages for Official Department Function	
7/31/2020	\$227.36	Village Bagels	Food/ Beverages for Official Department Function	
8/11/2020	\$71.93	Village Bagels	Food/ Beverages for Official Department Function	Date listed as 8/13/20 in request
8/13/2020	\$31.74	Village Bagels	Food/ Beverages for Official Department Function	Amount listed as \$1.74 in request
7/25/2020	\$18.80	Wheel	Ice/ Water for Official Department Function	
7/29/2020	\$31.33	Wheels	Ice/ Water for Official Department Function	
7/30/2020	\$6.27	Wheels	Ice/ Water for Official Department Function	
8/10/2020	\$8.26	Wheels	Ice/ Water for Official Department Function	
7/16/2020	\$81.84	Whichday	Food/ Beverages for Official Department Function	
8/12/2020	\$41.19	Stop and Shop	Supplies for use within Department	
12/30/2020	\$134.04	A&S	Food/ Beverages for Official Department Function	

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Wednesday, June 14, 2023 6:13 PM

To:

Paris, Michael

Cc:

Quiles, Raymond; Courtemanche, Joanne; Kalamaras, Robert

Subject:

HR Review

Attachments:

back up M Paris.pdf

Good Evening,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below as well. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town business.

- 8/6/20 BJ's \$63.37
- 7/22/20 \$606.05 Advance Electron Design
- 8/4/20 \$263.01 Ralph n Rich's
- 8/6/20 \$27.25 Rite Aid
- 6/16/22 BJ'S \$134.67
- 7/1/22 Staples Keurig Brewer \$209.99

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative who may assist you if you so choose with this matter.

Cathleen H. Simpson Kuman Resources Director Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824

(475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

RECONCILIATION VOUCHER

DEPARTMENT:	0151 - Police	Sergeant Michael Paris
DATE:	8/13/2020	

ACCOUNT	AMOUNT
010-04030-56140	\$90.72
010-04030-53200	\$625.00
010-04030-54330	\$1,212.10
010-04030-58110	\$263.01
010-04030-56110	\$62.48
TOTAL	\$2,253.31

APPROVED FOR PAYMENT BY:

AMEX DETAIL STATEMENT ATTACHED



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/gopaperless

MICHAEL E PARIS TOWN OF FAIRFIELD

Account Number XXXX-XXXXX4-61004

Closing Date 08/13/20

Page 1 of 3

Balance

Previous Balance \$ Other Debits S Payments \$ Other Credits \$ 393.55 2,253.31 0.00 393.55 0.00 Due \$ Do Not Pay

2,253.31 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbill or call Customer Service at 1-800-492-4920 .

Ac	tiv	ity	
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Date reflects either transaction or posting date

^\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\				
Card Nu	Imber XXXX-XXXXX4-61004		Reference Code	Amount \$
07/22/20	CORPORATE REMITTANCE RECEIVED	07/22		-393,55
08/07/20	BJS WHOLESALE #0031 FAIRFIELD REF# 03146817594 8002572582 WHOLESALE CLUBS ROC NUMBER 03146817594	CT 08/06/20	03146817594	63.37
07/16/20	CRASHDATAGR 8002807940 REF# 10043989465 8002807940 TOOLS AND EQUIPMENT ROC NUMBER 100439894650	CA 07/15/20	10043989465 4070 - 53700	625.00
07/23/20	PAYPAL *ADVANCEDELE 4029357733 REF# 10044479538 4029357733 DESKTOPS, LAPTOPS, ROC NUMBER 100444795381	MA 07/22/20	10044479538	606.05
07/23/20	PAYPAL *ADVANCEDELE 4029357733 REF# 10044479429 4029357733 DESKTOPS, LAPTOPS, ROC NUMBER 100444794290	MA 07/22/20	10044479429 4 920- 54336	606.05
08/05/20	RALPH N RICH'S BRIDGEPORT REF# 03XHVQUV9JQ 2033663597 MISC. PRODUCTS ROC NUMBER 03XHVQUV9JQBM8RT	CT 08/05/20	4070-58110	263.01
08/06/20	RITE AID STORE - 103 FAIRFIELD REF# 503360 DRUG STORE/PHARI	CT M 08/06/20	50336000000 Y070-56140	27,35

Continued on Page 3

Do not staple or use paper clips

Payment Coupon

Account Number Enter 15 digit account mumber on all payments.

MICHAEL E PARIS TOWN OF FAIRFIELD 725 OLD POST RD **FAIRFIELD**

CT 06824-6689 See reverse side for instructions on how to update your address, phone number, or email,

08/18/2020



Prepared For MICHAEL E PARIS TOWN OF FAIRFIELD Account Number
XXXX-XXXXX4-61004

Closing Date 08/13/20 Page 3 of 3

Activity Continued Reference Code Amount \$ STAPLES 00158 FA 000398092 00158000398092 07/14/20 FAIRFIELD СТ 62.48 00039809200 06824 07/13/20 READY INDEX MULCL 12TAB 3PK READY INDEX MULCL 15TAB 3PK 4030-56110 2IN WHT BTR BINDER WVIEW WIN ROC NUMBER 000398092

Total for MICHAEL E PARIS

New Charges/Other Debits Payments/Other Credits

2,253.31 -393.55



Advanced Electronic Design Inc

Patrol PC 344 John Dietsch Blvd #2 North Attleboro, MA 02763 United States

Tax ID: 04-3480281

Phone: 508-699-0249 Fax: 508-699-2531 www.patrolpc.com

customerservice@patrolpc.com

Bill To:

MParis@fairfieldct.org

Description Invoice # 8269625

INVOICE

Paid

Invoice #: 8269625 Invoice Date: Jul 22, 2020 Reference: QUO-736 Due date: Jul 22, 2020

Amount due: \$0.00

Amount	Price	Quantity
\$606.05	\$606.05	1
\$606.05	Subtotal	
\$0.00	Discount (0%)	
\$606.05	Total	
-\$606.05	Amount paid	
\$0.00 USD	Amount due	

Attachments CT - Fairfield PD QUO-736.pdf

Notes

Thank you for your purchase. Please make checks payable to Advanced Electronic Design, Inc.(Tax ID #04-3480281)

Terms and Conditions

Interest of 1-1/2 percent per month will be added to balances not paid before the due date. Other binding terms and conditions apply. Ask for a copy of our standard terms and conditions of sale.



Advanced Electronic Design Inc

Patrol PC 344 John Dietsch Blvd #2 North Attleboro, MA 02763 United States

Tax ID: 04-3480281

Phone: 508-699-0249
Fax: 508-699-2531
www.patrolpc.com
customerservice@patrolpc.com

Bill To:

MParis@fairfieldct.org

Description

Invoice # 8269626

Quantity Price Amount 1 \$606.05 \$606.05 Subtotal \$606.05 Discount (0%) \$0.00 Total \$606.05 Amount paid -\$606.05 Amount due \$0.00 USD

Paid

Invoice #: 8269626 Invoice Date: Jul 22, 2020 Reference: QUO-737

Due date: Jul 22, 2020

Amount due:

\$0.00

Attachments CT - Fairfield PD QUO-737.pdf

Notes

Thank you for your purchase. Please make checks payable to Advanced Electronic Design, Inc.(Tax ID #04-3480281)

Terms and Conditions

Interest of 1-1/2 percent per month will be added to balances not paid before the due date. Other binding terms and conditions apply. Ask for a copy of our standard terms and conditions of sale.

TOWN OF FAIRFIELD **AMERICAN EXPRESS**

AMEX RECONCILIATION VOUCHER July 18, 2022

TODAY'S DATE: July 18, 2022

DEPARTMENT: POLICE DEPARTMENT

OFFICER

Paris

	Amount: \$397.55	ACCOUNT # TO CHARGE: 01004030-56110
	\$134.67 \$284.99	01004030-58120 01004030-56140
:		. Amount: \$397.55 \$134.67

TOTAL AMOUNT \$817.21

AMEX DETAIL STATEMENT ATTACHED

AUTHORIZATIONS REVIEWED BY: 0.C. Kerry

KEITH BRODERICK DEPUTY CHIEF OF POLICE

APPROVED FOR PAYMENT BY:

ROBERT KALAMARAS

CHIEF OF POLICE

0 • *

397 - 55+ 134 - 67

284 99 9

003

817-21*



40 Black Rock Turnpike Fairfield, CT Club Mar. Ryan Flores

Club:31 Res:6 Trans:8170 Cashier:479126 06/15/22 03:15pm *** MEMBERSHIP ID. 03150856752 *** *** MEMBERSHIP EXPIRES ON 05/23 *** FAIRFIELD POLICE DEPARTMENT 100 REEF RD FAIRFIELD, CT 06824-5999 E 0000531806000 CT 12/31/21 TAX EXEMPT EXPIRED 4023234567 ICE 20# 7.98 N 2 @ 3.99 7572090450 PS - 40PK 25.16 N 4 @ 6.29 1011965 DEPOSIT 8.00 N 4@2.00 76211137321 PKE PL KCUP 75.98 N 2 @ 37.99 2116994 CCPN-PKE PL 14.00-N 7800003697 CANDRY SUM 14.29 T 1010525 DEPOSIT 1.80 N 1200010010 PEPSI 36/12 11.99 T 1010525 DEPOSIT 1.80 N **** SUNTOTAL 133.00 CT 6.35% Tax 1.67 **** TOTAL 134.67

Purchase 00 APPROVED AUTH 822379 TERMINAL NUMBER 780730316 06/15/22 03:16pm 31 6 8170 479126 AMERICAN EXPRESS AID: A000000025010801

American Express 134.67 0.00

As a BJ's Member I JUST SAVED: \$43.40 BJ's Member Savings 29.40 Coupons Redeemed 14.00 Awards Redeemed 0.00 Current BJ's Ges Savings FuelSaver earned thru 06/14/22 0.00/91 FuelSaver earned in this trx: 0.00/91 Visit Bus.com/Gas for more details

In the last 12 months I saved \$199.06 BJ's Member Savings ¹¹26.06 '3 00 Coupons Redeemed Fuel Savings Redeemed 0.00

ENTER FOR A CHANCE TO WIN A BJ's GIFT CARD!



Scan the QR code above or visit BUs.com/feedback for survey & rules

M P M D F D C O D V



1201 Kings Highway Fairfield, CT 06824 203-579-4051

Sale

Store: 15a Register: 3 Date: 7/1/22 Time: 12:27 PM Transaction: 21917 Cashier: 2013164

REWARDS NUMBER 3495430393

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************ Tax Exempt Information

AID.: A000000025010801



40 Black Rock Turnpike Fairfield, CT Club Mar. Ryan Flores

Club:31 Reg:6 Trans:8170 Cashier: 479126 06/15/22 03:15pm 100 REEF RD FAIRFIELD, CT 06824-5999 E 0000531806000 CT 12/31/21 TAX EXEMPT EXPIRED 4023234567 ICE 20# 7.98 N 2 @ 3.99 7572090450 PS - 40PK 25.16 N 4 @ 6.29 1011965 DEPOSI1 4 @ 2.00 8.00 N 76211137321 PKE PL KCUP 75.98 N 2 @ 37.99 2116994 CCPN-PKE PL 14.00-N 7800003697 CANDRY SUM 14.29 T 1010525 DEPOSIT 1.80 N 1200010010 PEPSI 36/12 11.99 T 1010525 DEPOSIT **** SUBTOTAL 1.80 N CT 6.35% Tax 133.00 1.67 134.67

*********1004 ENTRY: C Purchase OO APPROVED AUTH 822379 TERMINAL NUMBER 780730316 06/15/22 03:16pm 31 6 8170 479126 AMERICAN EXPRESS AID: A000000025010801

American Express 134.67 0.00

As a BJ's Member I JUST SAVED: \$43.40 BJ's Member Savings 29.40 Coupons Redeemed Awards Redeemed 14.00 Current BJ's Ges Savings
FuelSaver earned thru 06/14/22 0.00/91
FuelSaver earned in this trx: 0.00/91 Visit Bus.com/Gas for more details

In the last 12 months I saved \$199.06 BJ's Member Savings 25.06 '3.00 Coupons Redeemed Fuel Savings Redeemed 0.00

ENTER FOR A CHANCE TO WIN A BJ's GIFT CARD!



Scan the QR code above or visit BJs.com/feedback for survey & rules MEMBER CORV

☐ Staples Connect

1201 Kings Highway Fairfield, CT 06824 203-579-4051

Sale

Store. 150 Register: 3 Date: 7/1/22 Time: 12:27 PM Transaction: 21917 Cashier: 2013164

REWARDS NUMBER 3495430393

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Subtotal 284.99 CONNECTICUT 6.35% 0.00 Total 284.99 AMERICAN EXPRESS USD\$284.99 Card No. : XXXXXXXXXXXXXXX1004 [C] Chip Read Auth No. : 847751 AID.: A000000025010801

****	*****	水本水水水水水水水水水水水水水水水水水水水水水
Tax	Exempt	Information

Simpson, Cathleen

From: Sent:

Simpson, Cathleen

Monday, June 19, 2023 11:04 AM

To:

Paris, Michael

Cc:

Quiles, Raymond; Courtemanche, Joanne; Kalamaras, Robert; Broderick, Keith; 'Craig

Subject:

HR Follow up

Good Morning,

I want to apologize for failing to give you and your union representative more notice as well as further explanation as to why HR is conducting this administrative investigation. I could have done better in hindsight and although I hope to never have to be in a similar situation going forward, I have learned from this as to how to be more sensitive to employees when having to issue such notice. Your union also requested that I incorporate a Garrity

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase, we are seeking that information from those that it may be unclear. We recognize that Department Heads signed off on your reconciliation report and the Finance processed them. Accordingly, there is no presumption that you engaged in any misconduct. As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identifiedeviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason.

Please be assured neither you nor your Department is being singled out. This is a global review of all Town credit

We have partnered with Finance and Purchasing to revise the credit card policy to include better reporting forms to ensure the business purpose is clear. We are also in the process of scheduling training and discussion on purchasing and protocol as we are aware employees have not received such training and in some cases,

HR would ask if you could respond to the best of your abilities and with your union's assistance, information to identify what the business purpose was, if you recall, for the items listed. I provided back up as it could be helpful to refresh your recollection. The response does not have to be elaborate, for instance: "meeting", "training", "equipment for repair", "water for office", "replacement coffee maker for break room".

I hope this helps to clarify this for you and again, my apologies for not doing better with advance and proper notice. My intent was not to cause undue stress or worry.

Garrity Warning:

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of this questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
- You are not being questioned for the purpose of instituting criminal proceedings against you.
- During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct in this matter, neither your self-incriminating statements, nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in your dismissal from the

From: Simpson, Cathleen

Sent: Wednesday, June 14, 2023 6:13 PM To: Paris, Michael <MParis@fairfieldct.org>

Cc: Quiles, Raymond <RQuiles@fairfieldct.org>; Courtemanche, Joanne <JCourtemanche@fairfieldct.org>; Kalamaras,

Subject: HR Review

Good Evening,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below as well. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town

- 8/6/20 BJ's \$63.37
- 7/22/20 \$606.05 Advance Electron Design
- 8/4/20 \$263.01 Ralph n Rich's
- 8/6/20 \$27.25 Rite Aid
- 6/16/22 BJ'S \$134.67
- 7/1/22 Staples Keurig Brewer \$209.99

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative who may assist you if

2

Cathleen A. Simpson Human Resources Director Town of Fairfield Gullivan Independence Hall 725 Old Post Road Fairfield, CT06824 (475) 350-6002

Date	Amount	Vendor/location	Date06/15/2023
8/06/2020	\$63.37	BJ's Wholesale Club	Reason
7/22/2020		m a Autolesale CIIIP	Drinks for officers working due to major storm
7/22/2020	\$606.05	Advanced Electronic Design	
08/04/2020	\$263.01		Tracessories for Computers – Sole Source Vendor
	Raipii	Ralph 'n Riches Restaurant	
08/06/2020	\$27.25	Rite Aid	
00/40/2		THE AIG	
06/16/2022	\$134.67	BJ's Wholesale Club	
07/01/2022	\$209.99	Staple's	
		Staple s	Keurig Coffee Machine for Records

Audited and reviewed by Chief Robert Kalamaras.

Date: 6/29/2023

Chief Robert Kalamaras

Simpson, Cathleen

From:

Simpson, Cathleen

Sent: To:

Wednesday, June 14, 2023 5:52 PM

Stahl, Michael

Cc:

Subject:

Quiles, Raymond; Courtemanche, Joanne; Kalamaras, Robert

HR Review

Attachments:

Back up M Stahl.pdf

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below as well. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town

- 6/22/21 American Flag Express 468.22
- 6/27/21 Canva \$119. 40
- 7/6/21 Cognito Forms \$358.92
- 7/8/21 Emergency Medical Group \$216
- 7/10/21 Quick ID cards
- 7/21/21 Amazon UBeesize ring light \$73.98
- 7/22/21 Abbey Tent Rental \$128
- 7/23/21 Master Captain's License class \$995.00

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied the Union President who may assist you if you

Cathleen M. Simpson Human Resources Director Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT06824 (475) 350-6002

TOWN OF FAIRFIELD AMERICAN EXPRESS

AMEX RECONCILIATION VOUCHER With closing date of 07/13/2021

TODAY'S DATE: 07/15/2021

DEPARTMENT: POLICE DEPARTMENT

SGT. MICHAEL STAHL

DATE OF PURCHASE: 06/23/21			
06/20/24	American Flags Express Invoice #191691 dated 6/22/21 for 1 American, 15' x 25', Poly-Max 2-ply 100% polyester bunting, embroidered stars; sewn stripes, 3 grommets, D rings; plus Shipping		ACCOUNT # TO CHARGE: 01004030-54320
07/06/04	Canva Invoice #03100 1633400 5		Maintenance Repair of Bldgs &
07/08/21	Emergency Medical Co.	\$ 358.92	Grounds 01004030-53000 Information Technology 01004030-53000 Information Technology
	QUICKIDCARD Com order #63636	\$ 216.00	01004030-58110 Training
7/10/04	Thomas Sudora, Brett Deri, Enzo Merlonghi QuickIDCard.com order #63998 created on July 9, 2021	\$ 26.05	01004030-56140 Special Department
	TOTAL AMOUNT.	\$ 500.00	Supplies 01004030-56140 Special Department Supplies

TOTAL AMOUNT: \$ 1,689.49

CHARGES REVIEWED BY:

*AMEX DETAIL STATEMENT ATTACHED #101

JOHN BUCHERATI DEPUTY CHIEF OF POLICE

APPROVED FOR PAYMENT BY:

ROBERT KALAMARAS CHIEF OF POLICE



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For MICHAEL STAHL TOWN OF FAIRFIELD

Account Number XXXX-XXXXX0-21008

Closing Date 07/13/21

Page 1 of 2

Balance Due \$ Do Not Pay

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Due \$ Do Not Pay
334.65	1,689.49	0.00	334.65	0.00	1,689.49 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Card Nu	umber XXXX-XXXXX0-21008		Reference Code	Amount \$
06/24/21	CORPORATE REMITTANCE RECEIVED	06/24		-334.65
06/23/21	AMERICAN FLAGS EXP 2627834800 REF# 10069793587 2627834800 ✓ HOUSEWARES ROC NUMBER 100697935872	WI 06/22/21	10069793587 54330 '	468.22
06/28/21	CANVA* 03100-1633438 CAMDEN **REF# NT_JKE6DOMM 8778877815	DE 06/27/21	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	119.40
07/06/21	COGNITO LLC COLUMBIA REF# NT_JNRBDS4Z +18884990856	SC 07/06/21	\$3000	358.92
07/08/21	Emergency Medical Gr Fairfield REF# 84202981189 203-855-1300 ROC NUMBER 8420298118998001	CT 07/08/21	84202981189 S&N O	216.00
06/27/21	QUICKIDCARD.COM 917-640-5388 REF# 21105171178 ID BADGE PRI	NY 06/25/21	21105171178	26.95
07/10/21	QUICKIDCARD.COM 917-640-5388 *REF# 21105171191 ID BADGE PRI	NY 07/09/21	21105171191	500.00
Total fo	r MICHAEL STAHL		New Charges/Other Debits 1,688 Payments/Other Credits -33	

Do not staple or use paper clips

Payment Coupon

Account Number Enter 15 digit account number on all payments.

MICHAEL STAHL TOWN OF FAIRFIELD 725 OLD POST ROAD FAIRFIELD

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.

Prepared For MICHAEL STAHL TOWN OF FAIRFIELD

Account Number XXXX-XXXXXX0-21008

Page 2 of 2

Payments: The American Express® Corporate Purchasing Card statement is payable in full by your Company upon receipt. Payments received after 5:00 pm may not be credited until the next day. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. The Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert remittance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any representments, by transmitting the amount of the check, routing number, account number, and check serial number to the financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, Company authorizes us to initiate an electronic debit from its bank or asset account. When we process a check electronically, payment may be debited to the bank or asset account as soon as the same day we receive the check, and that cancelled check will not be received with that bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Purchasing Card, please note that you are eligible to pay your bill online.

Authorizations for Electronic Payments: By using Pay by Computer, Pay by Phone or any other electronic payment service of ours, you will be authorizing us to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 5:00 pm may not be credited until the next day.

Transactions Made in Foreign Currencies: If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently the conversion rate that we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, in each instance increased by 2.5%. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

In Case of Errors or Questions About Your Bill: If you think your bill is incorrect, or if you need more information about a transaction on your bill, please call 1-800-492-4920 or the number on the back of your Card. You can also write us on a separate sheet of paper at the Customer Service address noted to the right. If you have a dispute concerning goods and services purchased with the Corporate Purchasing Card, you should contact the merchant directly. If you are unable to obtain resolution, please contact us at 1-800-492-4920.

When Contacting Us Regarding Errors or Questions: We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. When contacting us, please give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about.

Note: Your corporation, firm or organization may have its own policy or customized program, which takes precedence over any provision stated above.



Manage your Card account online at: www.americanexpress.com /checkyourbill



For all further inquiries, please call the number on the back of your Card.

If your Card has been lost or stolen, please call 1-800-492-4920.

International Collect: 1-336-393-1111.

Hearing Impaired Services: Dial Relay 711 and 1-800-492-4920.

Large Print and Braille Statements: 1-800-492-4920.



Customer Service P.O. Box 53611 Phoenix, AZ 85072-3611

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.



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Date	Invoice #
6/22/2021	191691

Bill To	
Fairfield Police Dept Michael Stahl 100 Reef Rd Fairfield, CT 06824	

Ship To Fairfield Police Dept Michael Stahl 100 Reef Rd Fairfield, CT 06824

Sign up to be added to our Half
Staff Alert by email at:
HalfStaff@flagsexpress.com

Customer E-Mail Customer Phone mstahl@fairfieldct.org 203-254-4844

Balance Due

PO Number Payment Method Rep Return BQ3P6F170271 KT American Express

Item	Quantity	Description	Price	Wt	Amount
010054 FS	1	American, 15'x25', Poly-Max 2-ply 100% polyester bunting, embroidered stars, sewn stripes, 3 grommets, D rings, Commercial Quality, Made in USA	449.95	18	449.95
Shipping AFE		Shipping UPS® Ground	18.27		18.27T
		Sa	ales Tax (0.0	%)	\$0.00

hone
844
eturn
mount
449.95
18.27T
10,2/1
\$0.00
\$468.22



Invoice Date

June 27, 2021

To

mstahl@fairfieldct.org

Fairfield Police Department

BAD80yv_Qk4

Subscriptions

Subscription to Canva Pro

iAEioFdDnng June 27, 2021

Paid with American Express •••• 1008

Please retain for your records, Canva Pty Ltd, ABN 80 158 929 938 110 Kippax St, Surry Hills NSW 2010 Australia Copyright © 2021 Canva Pty, Ltd, All rights reserved, Invoice no.

03100-1633438

Billing Address

100 Reef Road Fairfield, CT 06824

Total

Total charged

\$119.40

\$119.40

\$119.40

https://www.canva.com/invoices/03100-1633438

1/1

Cognito Forms

929 Gervais St, Suite D Columbia, South Carolina 29201 United States +1 888-499-0856 billing@cognitoforms.com

Receipt

Receipt number 2076-2001
Invoice number 2F4BB4E3-0002
Date paid July 6, 2021
Payment method AMERICAN TOORS

Paid by
Fairfield Police Department
(FairfieldPoliceDepartment)
mstahl@fairfieldct.org

\$358.92 paid on July 6, 2021

Invoice Changes Made to Plan

Description	Qty Unit price	Amount
JUL 6, 2021		
Team for 12 months	1 \$420.00	\$420.00
PrepaymentDiscount - 20%	1 -\$89.73	-\$89.73
JUL 6 - AUG 1, 2021		
Remaining time on Team after 06 Jul 2021	1	\$28.65
	Subtotal	\$358.92
	Amount paid	\$358.92

Questions? Contact Cognito Forms at billing@cognitoforms.com or call at +1 888-499-0856. 2076-2001 – Page 1 of 1



Stahl, Michael

From:

EMERGENCY MEDICAL GROUP <emedgroup@corecommerce.com>

Sent:

Thursday, July 8, 2021 10:39 AM Stahl, Michael

To: Subject:

Payment Confirmation 115804



Thanks Michael, here is an email confirmation of your payment.

Payment Info

Total Amount: \$216.00 Invoice Number: 115804

Customer#:

Payment Info: American Express **** 1008 (08/2025)

Transaction ID: 689535038359

Billing Info

Fairfield Police Department Michael Stahl 100 Reef Road Fairfield CT 06824 US 203-254-4844 mstahl@fairfieldct.org Comment: N/A

1



Emergency Medical Group, LLC

140 Sherman Street 5th Floor Fairfield, CT 06824

Invoice

6/25/2021	115804
Date	Invoice #

Bill To

Michael Stahl Fairfield Police Dept. 100 Reef Road Fairfield, CT 06824

Ship To

Michael Stahl Fairfield Police Dept. 100 Reef Road Fairfield, CT 06824

0100 000			
P.O. No.	Ship Via	FOB	Terms
		Origin	Net 30

Item			Net 30
CPFR	Description Ser	ial Qty Rate	1 1 N AS
CPFB	Certification processing report attached for period: 3/1/2021 - 5/31/2021		Amount
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		Subtotal	\$246.00
ase remit paymer	nt to Emergency Medical Group. Interest charges of 1.5% per to all accounts more than 30 days overdue.		\$216.00
	a men do days overque.	Sales Tax (0.0%)	\$0.00
Urns require EMC	A CONTRACTOR OF THE CONTRACTOR	Total	\$216.00
	and refund policy	Payments/Credits	#0.05
19e call 203-855-	1300 for questions regarding this invalor	"J or edits	\$0.00

Please call 203-855-1300 for questions regarding this invoice.

EMG Tax ID: 22-3885408 Need a W-9? Download online: www.emedgroup.com/w9

Subtotal	\$216.00
Sales Tax (0.0%)	\$0.00
Total	\$216.00
^D ayments/Credits	\$0.00
Balance Due	\$216.00

QuickIDCard.com billing@quickidcard.com

Order #63632 Transaction ID #63111064586 Created on June 26, 2021



Customer Details

Mailing Address: Jason Greenfield Fairfield Police Dept 100 REEF RD FAIRFIELD, CT 06824-5919 US

Billing Address Michael Stahl Fairfield Police Dept 100 REEF RD FAIRFIELD, CT 06824-5919 US

Phone Number: 2032544600 Payment Type: american_express Email: jgreenfield@fairfieldct.org Status: paid

	Description	04.				
1	Intern - Thomas Sudora	Qty	Options	Reverse	Unit Price	Amount
2	Intern - Brett Deri	1 A	pply clear overlay: \$1.00	\$1.50	\$5.50	\$8.00
3	Intern - Enzo Merlonghi	1 A	oply clear overlay: \$1.00	\$1.50	\$5.50	\$8.00
3 Intern - Enzo Merlonghi	1 A _I	oply clear overlay: \$1.00	\$1.50	\$5.50	-	
		Shippi	ng and Handling: USPS			\$8.00
				I II St Class M	all	\$2.95
				Та	x:	\$0.00
Tho	al van fa			Tota	ıl:	\$26,95

Thank you for your order! This transaction will appear on your billing statement as "QuickIDCard.com", If you have any questions, please feel free to contact us at billing@guickidcard.com.

This communication is for the exclusive use of the addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient any use, copying, disclosure, dissemination or distribution is strictly prohibited.

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unt



How would you rate your overall shopping experience so far?



Order #63998

QuickIDCard.com billing@quickidcard.com

Order #63998 Transaction ID # Created on July 09, 2021

Payment Type: american_express Email: jgreenfield@fairfieldct.org Status: store credit increased Phone Number:

Mailing Address:

Billing Address Michael Stahl 100 REEF RD FAIRFIELD, CT 06824-5919

Custom Order

Store credit increase.

Tax:

Total:

\$500.00

Thank you for your order! This transaction will appear on your billing statement as "QuickIDCard.com". If you have any questions, please feel free to contact us at billing@quickidcard.com.

Information

Custom ID templates

Contact Us

My Account

Pricing

Returns

My Past Orders

Accessories

FAQ

About Us

Video Tutorials

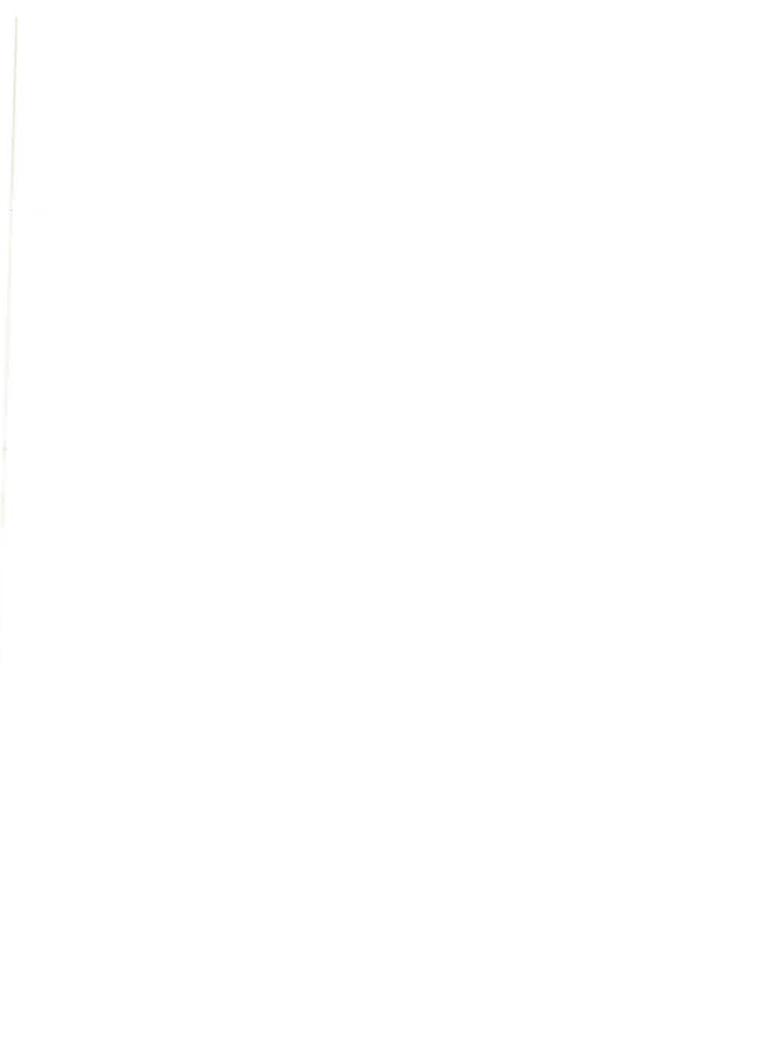
Privacy Policy

Letters and Conditions

Cancellation Policy

QuickIDCard.com Inc. © 2021

1/1



TOWN OF FAIRFIELD AMERICAN EXPRESS

AMEX RECONCILIATION VOUCHER With closing date of 08/13/2021

TODAY'S DATE: 08/24/2021

DEPARTMENT: <u>POLICE DEPARTMENT</u> SGT. MICHAEL STAHL

	Promotional C. Promotional G. P. and 4 lines cotton gold 108" P. and 4 lines	AMT OF PURCHASE:	
07/15/21	Abbey Tent Party Rental for 4 linen cotton gold 108" R and 4 linen cotton navy 108" R - Promotional Ceremony Amazon.com for (3) Logitech MK295 Wireless Mouse & Keyboard Combo with Wireless 90% Loss the Rental for 4 linen cotton gold 108" R and 4 linen cotton navy 108" R -	\$ 128.00	ACCOUNT # TO CHARGE: 01004030-53200
07/21/21	Amazon Marketologo (4) US	\$ 89.97	01004030-56110
	67" Tripod Stand, Light Ring for Video Recording & Live Streaming (You Tube, Instagram, TIK TOK), Compatible with Phones, Cameras and Webcams; (1) Jebutu Screen Blue Backdrop with Stand Kit 5 x 6.5 Ft., Douyble-sided Reversible Green Blue Video, TikTop, YouTube, Zoom, Gaming – Media Recordings, ID Photos, Portraits, Paynal for GLO Table.	\$ 73.98	01004030-56140
//23/21	Paypal for GLC Training – Maritime Education -100 Ton Master Captaints O		
1	1 Week Captain's License Class in Bridgeport, CT, March 5, 2022-March 13, 2022, Attendee, Officer William Beattle, Miamogue Yacht Club	\$ 995.00	01004030-58110

TOTAL AMOUNT: \$ 1,286.95

CHARGES REVIEWED BY:

AMEX DETAIL STATEMENT ATTACHED

JOHN BUCHERATI DEPUTY CHIEF OF POLICE

APPROVED FOR PAYMENT BY:

ROBERT KALAMARAS

CHIEF OF POLICE



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For MICHAEL STAHL TOWN OF FAIRFIELD

Account Number
XXXX-XXXXX0-21008

Closing Date 08/13/21

Page 1 of 2

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits S	Balano Due
1,003.43	1,286.95	0.00	1,689.49	0.00	1,286.9

nce le \$ Do Not Pay 5.95 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call

Card Nu	umber XXXX-XXXXX0-21008		Reference Code	
07/23/21	CORPORATE REMITTANCE RECEIVED	07/00		Amount 5
07/22/21	ABBEY TENT PARTY RE FAIRFIELD	07/23 CT	53200	-1,689.49
07/15/21	0000111	07/22/21	5321099531203 Promotion	128.00
	AMAZON.COM*2E5AW5GZ1 AMZN.COM/BILL 41HK1NQ78 111-2151741-2098698109 ROC NUMBER 41HK1NQ78H2S	WA 07/14/21	SGNO / arene	89.97
07/21/21	AMZN MKTP US*2E1JV75 AMZN.COM/BILL 1LNL3BUIY 111-9327217-9685898109 ROC NUMBER 1LNL3BUIYNAS	WA 07/21/21	./	73.98
7/23/21	PAYPAL *GLCTRAINING 5862429000 REF# 10071918347 5862429000 VOCATIONAL AND TRAD ROC NUMBER 100719183474	MI 07/22/21	10071918347	995.00

Do not staple or use paper clips Payment Coupon

Account Number Enter 15 digit account number on all payments.

MICHAEL STAHL TOWN OF FAIRFIELD 725 OLD POST ROAD FAIRFIELD

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.

Prepared For MICHAEL STAHL TOWN OF FAIRFIELD

Account Number
XXXX-XXXXXX0-21008

Page 2 of 2

Payments: The American Express® Corporate Purchasing Card statement is payable in full by your Company upon receipt. Payments received after 5:00 pm may not be credited until the next day. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. The Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert remittance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any representments, by transmitting the amount of the check, routing number, account number, and check serial number to the financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, Company authorizes us to initiate an electronic debit from its bank or asset account. When we process a check electronically, payment may be debited to the bank or asset account as soon as the same day we receive the check, and that cancelled check will not be received with that bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Purchasing Card, please note that you are eligible to pay your bill online.

Authorizations for Electronic Payments: By using Pay by Computer, Pay by Phone or any other electronic payment service of ours, you will be authorizing us to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 5:00 pm may not be credited until the next day.

Transactions Made in Foreign Currencies: If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently the conversion rate that we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, in each instance increased by 2.5%. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

In Case of Errors or Questions About Your Bill: If you think your bill is incorrect, or if you need more information about a transaction on your bill, please call 1-800-492-4920 or the number on the back of your Card. You can also write us on a separate sheet of paper at the Customer Service address noted to the right. If you have a dispute concerning goods and services purchased with the Corporate Purchasing Card, you should contact the merchant directly. If you are unable to obtain resolution, please contact us at 1-800-492-4920.

When Contacting Us Regarding Errors or Questions: We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. When contacting us, please give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about.

Note: Your corporation, firm or organization may have its own policy or customized program, which takes precedence over any provision stated above.



Manage your Card account online at: www.americanexpress.com /checkyourbill



For all further inquiries, please call the number on the back of your Card.

If your Card has been lost or stolen, please call 1-800-492-4920.

International Collect: 1-336-393-1111

Hearing Impaired Services: Dial Relay 711 and 1-800-492-4920.

Large Print and Braille Statements: 1-800-492-4920.



Customer Service P.O. Box 53611 Phoenix, AZ

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.



158 Commerce Drive Fairfield, CT 06825 www.abbeytent.com 203-368-6111 Phone 203-368-2183 Fax

Status: Completed

Invoice #: 23695

Invoice Date: Thu 7/22/2021

Event Beg: Thu 7/15/2021 12:00AM Event End: Fri 7/16/2021 12:00AM

Operator: Barbie Gresak

Terms: COD

SACRED HEART UNIVERSITY 1

Customer#: 2538 Phone 203-365-4834

FAIRFIELD, CT 06825

5151 PARK AVE

Ordered By: MELISSA ROSADO 203 396-8091

Salesman: Danielle Danas

Delivery Thu 7/15/2021 3:14PM

Pickup Fri 7/16/2021

Job Descr: FAIRFIELD POLICE DEPARTMENT

Qty	Items Rented	Retail Each Disc%	Each	Dela
4	LINEN - COTTON GOLD 108" R			Price
4	LINEN - COTTON NAVY 108" R	\$16.00	\$16.00	\$64,00
	ENGIN-00110N NAV1 100 K	\$16.00	\$16.00	\$64.00

Dromotional conomy

Thank you for your Business

Payments made on this contract:				
Rental/Sale Paid	\$128.00	Thu 7/22/2021 4:36PM Credit Card CC xxxx-xxxx-xxxx-1008		
Total	\$128.00			
		Rental Contract	Rental Retail	\$128.00
Adjustments can be made until 7 days pric hours - time stops, after hours or weekend	or circumstance or or to delivery. Stan is will incur addition	It to change prior to deposit being paid. All deposits to reserve reason for cancellation, included but not limited to COVID-19. dard delivery rates include delivery/pick-up during regular business nal fees. For pick-up/return all equipment should be broken down in the linens should be free of food + liquid. Full terms and conditions can be		V
certify that I have read and agree to all te	erms of the contrac	t.		
			Subtotal:	\$128.00
			Total:	\$128.00
Signature:			Paid:	\$128.00
SA	CRED HEART	UNIVERSITY 1	Amount Due:	\$0.00

Modification #4 contract-params, SQL,rpt (1)

rinted	On	Thu	7/22/2021	4:37:02PM	
rinted	On	Thu	7/22/2021	4:37:02PM	



Final Details for Order #111-2151741-2098633

Print this page for your records.

Order Placed: July 14, 2021

Amazon.com order number: 111-2151741-2098633

Order Total: \$89.97

Shipped on July 15, 2021

Items Ordered

Price

3 of: Logitech MK295 Wireless Mouse & Keyboard Combo with SilentTouch Technology, Full Numpad, Advanced Optical Tracking, Lag-Free Wireless, 90% Less Noise - Graphite Sold by: Amazon.com Services LLC

\$29.99

Condition: New

Ston Genoson Lucih R

Shipping Address:

Fairfield Police Department ATTN SERGEANT MICHAEL STAHL 100 REEF RD

FAIRFIELD, CT 06824-5919

United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

Item(s) Subtotal: \$89.97

American Express | Last digits: 1008

Shipping & Handling: \$0.00

1/1

Billing address Town of Fairfield 725 OLD POST RD

Total before tax: \$89.97

FAIRFIELD, CT 06824-6684

Estimated tax to be collected: \$0.00

United States

Grand Total: \$89.97

Credit Card transactions

AmericanExpress ending in 1008: July 15, 2021: \$89.97

To view the status of your order, return to Order Summary.

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Details for Order #111-9327217-9685837 Print this page for your records.

Order Placed: July 21, 2021 Amazon.com order number: 111-9327217-9685837 Order Total: \$73.98

Not Yet Shipped

Items Ordered

1 of: UBeesize 12" Ring Light with Tripod, Selfie Ring Light with 67" Tripod Stand, Light Ring for Video Recording & Live Streaming (YouTube, Instagram, TIK Tok), Compatible with Sold by: Amazon.com Services LLC

Price \$36.99

Condition: New

1 of: Jebutu Green Blue Backdrop with Stand Kit 5 x 6.5 Ft, Double-sided Reversible Green Blue Screen with Portable T-Shaped Photograph Background Stand,5 Backdrop Clips for Sold by: JIAPINGTONG (Seiler profile)

\$39.99

Shipping Address: Fairfield Police Department ATTN SERGEANT MICHAEL STAHL 100 REEF RD FAIRFIELD, CT 06824-5919

United States

Shipping Speed: FREE Prime Delivery

Payment information

Payment Method: American Express | Last digits: 1008

Billing address Town of Fairfield 725 OLD POST RD FAIRFIELD, CT 06824-6684

United States

Item(s) Subtotal: \$76.98 Shipping & Handling: \$0.00

Your Coupon Savings: -\$3.00

Total before tax: \$73.98

Estimated tax to be collected: \$0.00

Grand Total: \$73.98

To view the status of your order, return to $\underline{\mathsf{Order}\ \mathsf{Summary}}.$

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Media Perrolings O Prods Portros etc

GLC Training - Maritime Education

7252 Riverside Dr Algonac Michigan, US 48001 info@glctraining.com

ORDER CONFIRMATION

Date: July 22, 2021

Transaction ID: 5685

Status: Complete

Event Name: 1 Week Captain's License Class in Bridgeport, CT

(view)

Ticket	Description	Quantity	D-1	
100 Ton Master Captain's Course	This ticket can be used once at any of the dates/times		Price \$995.00	Total \$995.00
	below.			

O Date/Time:

Venue

March 5, 2022 9:00 am - March 13, 2022 6:00 pm (UTC)

Miamogue Yacht Club (<u>view</u>)

Registration Details ()

Attendee

William Beattie (wbeattie@fairfieldct.org)

Registration Code:

5685-268-1-f781 - Approved

Custom Questions and Answers:

Additional Charges/Discounts

Name	Description	Quantity	Unit Price	Total	
					-

Taxes

* Taxable items. The total amount collected for taxes is reflected in the total(s) below.

Tax Name Description Rate **Tax Amount**

!			

Tax Name	Description	Rate	Tax Amount	
Sales Tax				
		15%		\$0.00

Grand Total: \$995.00 (USD)

Payments

Payment Method	Date	Transaction Id / Cheque #	P.O. / S.O.#	Status	Amount
PayPal Express	July 22, 2021 1:24 pm	1SB723612N8894058		Accepted	\$995.00

Total Paid \$995.00 (USD)

Amount Owed:

\$0.00 (USD)

Additional Information:

Venue Details:

Miamogue Yacht Club

144 Seaview Ave Bridgeport Connecticut 06607 **United States**

Image not found or type unknown

Simpson, Cathleen

From: Simpson, Cathleen

Sent: Monday, June 19, 2023 11:07 AM

To: Stahl, Michael

Cc: Quiles, Raymond; Courtemanche, Joanne; Kalamaras, Robert; Broderick, Keith; 'Craig

Subject: HR Follow up

Good Morning,

I want to apologize for failing to give you and your union representative more notice as well as further explanation as to why HR is conducting this administrative investigation. I could have done better in hindsight and although I hope to never have to be in a similar situation going forward. I have learned from this as to how to be more sensitive to employees when having to issue such notice. Your union also requested that I incorporate a Garrity warning as part of this questionnaire, which you will find below.

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase, we are seeking that information from those that it may be unclear. We recognize that Department Heads signed off on your reconciliation report and the Finance processed them. Accordingly, there is no presumption that you engaged in any misconduct. As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identifiedeviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason.

Please be assured neither you nor your Department is being singled out. This is a global review of all Town credit card holders based on the resident complaint.

We have partnered with Finance and Purchasing to revise the credit card policy to include better reporting forms to ensure the business purpose is clear. We are also in the process of scheduling training and discussion on purchasing and protocol as we are aware employees have not received such training and in some cases,

HR would ask if you could respond to the best of your abilities and with your union's assistance, information to identify what the business purpose was, if you recall, for the items listed. I provided back up as it could be helpful to refresh your recollection. The response does not have to be elaborate, for instance: "meeting", "training", "equipment for repair", "water for office", "replacement coffee maker for break room".

I hope this helps to clarify this for you and again, my apologies for not doing better with advance and proper notice. My intent was not to cause undue stress or worry.

Garrity Warning:

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of this questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
- You are not being questioned for the purpose of instituting criminal proceedings against you.
- During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct in this matter, neither your self-incriminating statements, nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in your dismissal from the Town.

From: Simpson, Cathleen
Sent: Wednesday June 14

Sent: Wednesday, June 14, 2023 5:52 PM **To:** Stahl, Michael <MStahl@fairfieldct.org>

Cc: Quiles, Raymond <RQuiles@fairfieldct.org>; Courtemanche, Joanne <JCourtemanche@fairfieldct.org>; Kalamaras,

Robert < RKalamaras@fairfieldct.org>

Subject: HR Review

Good Afternoon,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below as well. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town business.

- 6/22/21 American Flag Express 468.22
- 6/27/21 Canva \$119, 40
- 7/6/21 Cognito Forms \$358.92
- 7/8/21 Emergency Medical Group \$216
- 7/10/21 Quick ID cards
- 7/21/21 Amazon UBeesize ring light \$73.98
- 7/22/21 Abbey Tent Rental \$128
- 7/23/21 Master Captain's License class \$995.00

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the

2

information, please do not hesitate to contact me. I have copied the Union President who may assist you if you so choose with this matter.

Cathleen H. Simpson
Human Resources Director
Town of Fairfield
Pullivan Independence Hall
725 Old Post Road
Fairfield, CT06824
(475) 350-6002

3

Officer_	_Sergeant Michael Stahl	
Ourcer -	->ergeant wicusei 2tani	

Date6/16/23	Date	6/16/23	
-------------	------	---------	--

Date	Amount	Vendor/location	Reason
6/22/21	468.22	American Flag Express	Large American Flag that hangs from side of police headquarters on national holidays/occasions.
6/27/21	119.40	Canva	Social Media/Graphic design tool used for both internal and external messaging/communication and community outreach.
7/6/21	358.92	Cognito Forms	Online form builder used to streamline, simplify and automate internal and external processes including uniform replacement vouchers, training requests, internship applications, senior outreach referrals, facility inspections and more.
7/8/21	216	Emergency Medical Group	CPR certification/training for emergency personnel
7/10/21	526.95	Quick ID Cards	Photo Identification cards for personnel. Account credit used to purchase ID cards as needed.
7/21/21	73.98	Amazon	Lighting, camera and backdrop for the taking of ID photos for ID cards.
7/22/21	128	Abbey Tent Rental	Linen for large Promotional Ceremony held at SHU Community Theater.
7/23/21	995	GLC Training – Maritime Education	Master Captain's License course for Officer assigned to Marine Unit for use/operation of PD vessels.

Audited and reviewed by Chief Robert Kalamaras.

Chief Robert Kalamaras

Date: 6/21/2023

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Wednesday, June 14, 2023 6:04 PM

To:

Weihe, Edward

Cc:

Quiles, Raymond; Kalamaras, Robert; Courtemanche, Joanne

Subject:

HR Review

Attachments:

Back up E Weihe.pdf

Good Evening,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below as well. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town

- 7/8/21 Kettle Bed Bath and Beyond \$31.89
- 8/5/21 FBI Leeda Charitable Event \$695
- 6/28/22 CAD Milford Plaque \$90.00
- 7/10/22 Andros Diner \$143.47

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative who may assist you if

1

Cathleen M. Simpson Human Resources Director Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824 (475) 350-6002



TOWN OF FAIRFIELD AMERICAN EXPRESS

AMEX RECONCILIATION VOUCHER (with closing date of 7/13/2021)

TODAY'S DATE: 07/16/2021

DEPARTMENT: POLICE DEPARTMENT
Lt. Edward Weihe

Purchase Date:	Description:		
07/08/21	Bed, Bath and Beyond for Kettle 1 7L Gray B	Amount:	ACCOUNT # TO CHARGE:
		\$ 31.89	01004030-56110 Office Supplies

TOTAL AMOUNT: \$31.89

AMEX DETAIL STATEMENT ATTACHED

AUTHORIZATIONS REVIEWED BY:

JOHN BUCHERATI

DEPUTY CHIEF OF POLICE

APPROVED FOR PAYMENT BY:

ROBERT KALAMARAS

CHIEF OF POLICE

7/16/2021 DATE 7/16/21 DATE



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For EDWARD WEIHE TOWN OF FAIRFIELD

Account Number XXXX-XXXXX8-01000 Closing Date 07/13/21

Page 1 of 2

				Balance		
Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Due \$ Do Not Pay	
0.00	31.89	0.00	0.00	0.00	31.89 For important information regarding your account refer to page 2.	

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity Date reflects either transaction or posting date

Card Number XXXX-XXXXX8-01000 BEDBATH&BEYOND#1023 FAIRFIELD C REF# 00516117 MISC HOME FURNIS 07/07/21 07/08/21 00516117000

Total for EDWARD WEIHE

New Charges/Other Debits Payments/Other Credits

31.89 0.00

31.89

Do not staple or use paper clips Payment Coupon



Account Number Enter 15 digit account number on all payments.

EDWARD WEIHE TOWN OF FAIRFIELD 100 REEF RD FAIRFIELD

CT 06824-5919

See reverse side for instructions on how to update your address, phone number, or email.

Office Supplies

BEYONE

Bed Bath & BEYOND #1023 2260 KINGS HIGHWAY FAIRFIELD, CT 06824 (203) 254-5684

1023 07/07/21-1828 823015 51-61

RVN # 0102-3611-7051-0707-210

ENTRY: Chip Read
ACCT#: **********1000
ALD: A000000025010801
CVMR: Signature Captured

MODE: ISSUER AUTH#: 865787 AMT: USD\$ 31.89 MERCH ID: 2060521739

AMEX 31.89
CHANGE 0.00
CT SALES TAX 6.35% 1.90
TOTAL TAX 1.90
07/07/21 1828 1023 51 6117 823015

RVN # 0102-3611-7051-0707-2100

A SECTION OF THE PROPERTY OF THE PARTY OF TH

TOWN OF FAIRFIELD AMERICAN EXPRESS

AMEX RECONCILIATION VOUCHER

TODAY'S DATE: 07/18/2022

DEPARTMENT: POLICE DEPARTMENT

PATROL: Captain Edward Weihe

DATE OF PURCHASE	DESCRIPTION	AMOUNT OF PURCHASE	ACCOUNT # TO CHARGE
06/28/2022	CAD Milford - plaque	90.00	01004030-56140
07/10/2022	Andros Diner -	143.47	01004030-56140

TOTAL AMOUNT DUE: \$233.47

AMEX DETAIL STATEMENT ATTACHED

AUTHORIZATIONS REVIEWED BY: O.C. Kette Broderick

7/18/2 E

DEPUTY CHIEF OF POLICE

APPROVED FOR PAYMENT BY:

ROBERT KALAMARAS **CHIEF OF POLICE**



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For EDWARD WEIHE TOWN OF FAIRFIELD

Account Number XXXX-XXXXX8-01000

Closing Date 07/13/22

Page 1 of 2

Balance

 Previous Balance \$
 New Charges \$
 Other Debits \$
 Payments \$
 Other Credits \$

 150.00
 233.47
 0.00
 150.00
 0.00

Due \$ Do Not Pay

233.47 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity Date reflects either transaction or posting date

ACTIVI	Ly			
Card Nu	ımber XXXX-XXXXX8-01000		Reference Code	Amount \$
06/23/22	CORPORATE REMITTANCE RECEIVED	06/23		-150.00
07/10/22	ANDROS DINER FAIRFIELD REF# 85434912191 203-384-8176 ROC NUMBER 8543491219198000	CT 07/10/22	85434912191	143.47
06/28/22	CAP MILFORD, LLC MILFORD REF# 21105172179 MISC/SPECIALTY	CT R 06/27/22	21105172179	90.00
Total for	r EDWARD WEIHE		New Charges/Other Debits Payments/Other Credits	233.47

Do not staple or use paper clips

Payment Coupon



EDWARD WEIHE TOWN OF FAIRFIELD 100 REEF RD FAIRFIELD

CT 06824-5919

See reverse side for instructions on how to update your address, phone number, or email.

EDWARD WEIHE TOWN OF FAIRFIELD

XXXX-XXXXX8-01000

Page 2 of 2

Payments: The American Express® Corporate Purchasing Card statement is payable in full by your Company upon receipt. Payments received after 5:00 pm may not be credited until the next day. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. The Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert remittance into US currency, unless a particular rate is required by law. Please do not send postdated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any representments, by transmitting the amount of the check, routing number, account number, and check serial number to the financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, Company authorizes us to initiate an electronic debit from its bank or asset account. When we process a check electronically, payment may be debited to the bank or asset account as soon as the same day we receive the check, and that cancelled check will not be received with that bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Purchasing Card, please note that you are eligible to pay your bill online.

Authorizations for Electronic Payments: By using Pay by Computer, Pay by Phone or any other electronic payment service of ours, you will be authorizing us to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 5:00 pm may not be credited until the next day.

Transactions Made in Foreign Currencies: If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently the conversion rate that we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, in each instance increased by 2.5%. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be

In Case of Errors or Questions About Your Bill: If you think your bill is incorrect, or if you need more information about a transaction on your bill, please call 1-800-492-4920 or the number on the back of your Card. You can also write us on a separate sheet of paper at the Customer Service address noted to the right. If you have a dispute concerning goods and services purchased with the Corporate Purchasing Card, you should contact the merchant directly. If you are unable to obtain resolution, please contact us at 1-800-492-4920.

When Contacting Us Regarding Errors or Questions: We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. When contacting us, please give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error, 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about.

Note: Your corporation, firm or organization may have its own policy or customized program, which takes



Manage your Card account online at: www.americanexpress.com /checkyourbill



For all further inquiries. please call the number on the back of your Card.

If your Card has been ! or stolen, please call 1-800-492-4920.

International Collect: 1-336-393-1111

Hearing Impaired Services: Dial Relay 711 and 1-800-492-4920.

Large Print and Braille Statements: 1-800-492-4920.



Customer Service P.O. Box 53611 Phoenix, AZ

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.

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	et:		
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INVOICE

AWARDS & PROMOTIONS

120 Boston Post Road Milford, CT 06460 Ph: 203-878-1780 Fax: 203-878-2260 DATE:

June 27, 2022

INVOICE #

062722F

BILL TO:

Captain Edward Weihe Fairfield Police Department

100 Reef Road Fairfield, CT 06824 203-254-4826

	UNIT PRICE	Α	MOUNT
Officer of the Quarter			
 plaque, 9" x 12", HG cherry finish, 7" x 10" black engraving plate vith gold florentine border and gold laser engraved badge and copy vith sublimated award pin 	\$75.00 each	\$	75.00
- plate, black/gold, laser engraved		\$	15.00
ax Exempt			
erms: 50 % Deposit - Balance Due Upon Pickup	SUBTOTAL	\$	90.00
erms: 50 % Deposit - Balance Due Upon Pickup 5% Restocking Fee on Canceled Orders	SUBTOTAL TAX RATE	\$	90.00 0.00%
Ferms: 50 % Deposit - Balance Due Upon Pickup 5% Restocking Fee on Canceled Orders % Per Month Interest on Unpaid Balances Take all checks payable to Champion Awards. If you have any uestions concerning this invoice, contact Gerry Menees, 203-878-		\$	
Tax Exempt Terms: 50 % Deposit - Balance Due Upon Pickup 25% Restocking Fee on Canceled Orders The Month Interest on Unpaid Balances TAX RATE			



Andros Diner 651 Villa Avenue Fairfield, CT 06825 (203) 384 8176

411 Xoyan X

Chk 5285 Jul10'22 01:41AM

Gst 1

CAP MILFORD, LLC 120 BOSTON POST RD MILFORD,CT 06460 (203)878-1780

SALE

APPROVED

THANK YOU PLEASE COME AGAIN

CUSTOMER COPY

REF#: 00000002

16:42:04

Chip/Swiped

\$90.00

TID: 001

DID: 0001 Batch #: 000235 06/27/22

AMOUNT

APPR CODE: 540328 AMEX *********1000

The second secon	
Closed Che Reprint 1 ** TAKEOUT ** 10 Egg Sandwich @ 1.95 10 Bacon @ 2.00 10 American @ 0.50 10 Sausage @ 2.00 10 American @ 0.50 10 Hard Roll @ 0.50 10 Egg Sandwich @ 1.95 10 Egg Sandwich @ 1.95 10 Hard Roll @ 0.50	20.00 5.00 5.00 19.50 20.00 5.00 5.00
10 Ham 2.00 10 - 0.50 11 - 0.50 12 - 17 x1000 AMEX	79.00 5.00 5.00
SUBTOTAL POLICE 10 %	148.50
10% Disc Tax PAYMENT 3 Check Closed Jul10'22 01:46AM	14.85- 9.82 143.47

Thank you! Please visit us again!

0000000052856

Please Pay At The Register

TOWN OF FAIRFIELD AMERICAN EXPRESS

AMEX RECONCILIATION VOUCHER (with closing date of 8/13/2021)

TODAY'S DATE: 08/17/2021

DEPARTMENT: POLICE DEPARTMENT

Lt. Edward Weihe

Purchase	Description:	Amount	ACCOUNT # TO CHAPOF
Date:		Amount:	ACCOUNT # TO CHARGE:
08/05/21	FBI Leeda Inc. for MPR-Naugatuck. CT 9/20/2021 (Location: Naugatuck Event Center)	\$695.00	01004020 E9110 T-sisis-
	The State of the S	φ050.00	01004030-58110 Training

TOTAL AMOUNT: \$ 695.00

AMEX DETAIL STATEMENT ATTACHED

AUTHORIZATIONS REVIEWED BY:

JOHN BUCHERATI DEPUTY CHIEF OF POLICE

APPROVED FOR PAYMENT BY:

ROBERT KALAMARAS CHIEF OF POLICE



Corporate Purchasing Cardmember Report

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Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For EDWARD WEIHE TOWN OF FAIRFIELD

Account Number XXXX-XXXXX8-01000

Closing Date 08/13/21

Page 1 of 2

Previous Balance \$ 31.89	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Balance Due \$ Do Not Pay
01.09	695.00	0.00	31.89	0.00	695,00 For important information regarding your account
				7/	refer to page 2

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920

Activity Date reflects either transaction or posting date

Card Nu	Imber XXXX-XXXXX8-01000		Reference Code	Amount \$
07/23/21	CORPORATE REMITTANCE RECEIVED	07/23		Amount \$
08/05/21	FBI LEEDA INC 899000 MALVERN			-31.89
	REF# 73011001216 CHARITABLE ORG	PA 08/03/21	73011001218-8110	695.00

Total for EDWARD WEIHE

New Charges/Other Debits Payments/Other Credits

695.00 -31.89

Do not staple or use paper clips

Payment Coupon



EDWARD WEIHE TOWN OF FAIRFIELD 100 REEF RD FAIRFIELD

CT 06824-5919

See reverse side for instructions on how to update your address, phone number, or email,



Invoice

Date	Invoice #
8/2/2021	200058245

Bill To
Edward Weihe Fairfield Police Department 100 Reef Road Fairfield, CT 06824 United States

Ship To	
Edward Weihe Fairfield Police Department 100 Reef Road Fairfield, CT 06824 Jnited States	
	- D

PO Number	Terms Due D	
	Due on receipt	8/2/2021

Date	Qty	Description		
0/0/0			Price	Totals
8/2/2021	1	MPR - Naugatuck, CT 9/2021	\$695.00	\$695.00
			Sub-Total	\$695.00
			Total	\$695.00

Payments/Refunds

Date	Qty	Description	Price	Totals	
8/3/2021 1		Payment via Credit Card (using card xxxxxxxxxxx1000) Applied to invoice on 8/3/2021 12:04:36 PM	(\$695.00)	(\$695.00)	
		Total Paym	nents/Refunds	(\$695.00)	
			Balance Due	\$0.00	

Please make check payable to FBI-LEEDA Remit to: FBI-LEEDA 5 Great Valley Parkway, Suite 359 Malvern, PA 19355 877-772-7712

Weihe, Edward

From:

info@fbileeda.org

Sent:

Tuesday, August 3, 2021 12:05 PM

To:

Weihe, Edward

Subject:

FBI-LEEDA - Your Payment Has Been Received

FBI-LEEDA

Dear Edward,

Thank you for your payment. This e-mail confirms that your payment has been received. Details regarding your payment:

- Amount: \$695.00
- Date payment was received: 8/3/2021 12:04:36 PM
- Invoice No.: 200058245

To view your invoice/receipt for this transaction, click the link below: https://fbileeda.org/members/invoice-view.asp?id=97C2731C-C6B1-4884-810F-62611253C5E8

Thanks!

FBI-LEEDA

This is an automated email sent from FBI-LEEDA. Please do not reply to this email. It has been sent from an email account that is not monitored. If you feel you have received this message in error, please feel free to contact us.



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Site Help (/page/Site_Help) Print Page Contact Us (/general/?type=CONTACT) Report Abuse Sign In (/login.aspx) Register (/general/register_start.asp)







reference of a second or pro-

Conference (http://fbileeda2021.org/)

Training Classes ** (/page/Training)

Map (/page/map)

Calendar (/events/event_list.asp) Corporate Partners ~ (/?page=Partners) FBI-LEEDA Webinars ~ (/page/leedawebinars) ☐ View Invoice/Receipt (/members/invoice_view,asp?id=97C2731C-C681-4884-810F-62611253C5E8) Invoice Information Invoice Number 200058245 **Customer Name** Edward Weihe Invoice Date 8/2/2021 11:26:20 AM Invoice Amount \$695.00 Sign In a A SSL SECURED Balance Due \$695,00 Forgot your password? (/general/email_pass.asp) Haven't registered yet? Payment Information (/general/register_start.asp) \$695.00 Payment Amount * Payment Type Credit Card Name on Card * Tweets by @FBILEEDA FIRST / M.L. LAST FBI-LEEDA @FBILEEDA E-mail Address * ewelhe@fairfleldct.org #Congratulations to the graduates of PAYMENT RECEIPT WILL BE SENT TO THE ADDRESS YOU SPECIFY the FBI LEEDA Media and Public Relations course last week in Texas Cily, TX 1 🎉 Billing Information Also, Ihanks to Chief Joe Stanton and Organization Fairfield Police Department the Texas City Law Enforcement Training Academy for Address * 100 Reef Road View on Twitter 13 06 50 13 City/Town * Fairfleld Country * **United States** Calendar Calendar State* WESTER PHANNE DEFT AUTHORIZED,//12/2021 8/6/2021 Postal Code * 06824 Distance Learning Advanced Liability 21-Phone * 203-254-4826 4A //events/EventDetalls.aspx? 6 " Number id=1520179) @@ 58110 * Conant 7/19/2021 » 8/13/2021 Distance Learning Ethics 21-4E - Maga and (/events/EventDetails.aspx?ld=1522184) Submit Payment = Portaet by: 14 P. CO

FBI-Law Enforcement Executive Development Association is a private non-profit organization and is not part of the Federal Bureau of Investigation or acting on its behalf.

Contact Us

FBI-LEEDA, Inc.

5 Great Valley Parkway, Suite 359, Malvern, PA 19355 Phone: 1-877-772-7712 or 484-321-7821 Fax: 610-644-3193 Email: info@fbileeda.org

Quick Links

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Conference (http://fbileeda2020.org/)
Calendar (/)

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Register (/)
Contact Us (/general/?
type=CONTACT)

Class Change Request (https://fbile.eda.org/page/Class_Change

(https://www.instagram.com/fbileeda/)

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FBI-LEEDA

Event Confirmation

Event Information	on	
Name of Event	MPR - Naugatuck, CT 9/2021	
Date/Time	Monday, September 20, 2021 8:30:00 AM	
Location	Naugatuck Event Center - 2nd Floor Gem Room 6 Rubber Avenue Naugatuck, Connecticut 06770	
Contact	Matthew DaSilva (mdasilva@naugatuckpd.org)	

Attendee/Guest Informa	tion					
Name	Edward Weihe		Date Registered		7/9/2021	
Registration ID/Badge #	19130959		Number Attendin	g	1	
Email Address *	eweihe@fairfield	lct.org				
Title *	Lieutenant					
Organization *	Fairfield Police D	Fairfield Police Department				
Address *	100 Reef Road					
Address cont.						
City/Town *	Fairfield	Sta	nte/Prov *	Co	onnecticut	
Postal Code *	06824	Co	untry	_	ited States	
Phone *	254-4826	<u>Nu</u>	II Phone mber (Ex. 00000000)			
Alternate Contact Number					<u> </u>	
Additional Comments						

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Monday, June 19, 2023 11:04 AM

To:

Weihe, Edward

Cc:

Quiles, Raymond; Kalamaras, Robert; Courtemanche, Joanne; Broderick, Keith; 'Craig

Manemeit'

Subject:

HR Follow-up

Good Morning,

I want to apologize for failing to give you and your union representative more notice as well as further explanation as to why HR is conducting this administrative investigation. I could have done better in hindsight and although I hope to never have to be in a similar situation going forward, I have learned from this as to how to be more sensitive to employees when having to issue such notice. Your union also requested that I incorporate a Garrity warning as part of this questionnaire, which you will find below.

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase, we are seeking that information from those that it may be unclear. We recognize that Department Heads signed off on your reconciliation report and the Finance processed them. Accordingly, there is no presumption that you engaged in any misconduct. As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason.

Please be assured neither you nor your Department is being singled out. This is a global review of all Town credit card holders based on the resident complaint.

We have partnered with Finance and Purchasing to revise the credit card policy to include better reporting forms to ensure the business purpose is clear. We are also in the process of scheduling training and discussion on purchasing and protocol as we are aware employees have not received such training and in some cases, insufficient notice.

HR would ask if you could respond to the best of your abilities and with your union's assistance, information to identify what the business purpose was, if you recall, for the items listed. I provided back up as it could be helpful to refresh your recollection. The response does not have to be elaborate, for instance: "meeting", "training", "equipment for repair", "water for office", "replacement coffee maker for break room".

1

I hope this helps to clarify this for you and again, my apologies for not doing better with advance and proper notice. My intent was not to cause undue stress or worry.

Garrity Warning:

- You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the United States, involving the right not to be compelled to incriminate yourself.
- The purpose of this questionnaire is to obtain information, which will assist in the determination of whether administrative disciplinary or other corrective action is warranted.
- You are not being questioned for the purpose of instituting criminal proceedings against you.
- During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct in this matter, neither your self-incriminating statements, nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in your dismissal from the Town.

From: Simpson, Cathleen
Sent: Wednesday, June 14, 2023 6:04 PM

To: Weihe, Edward < EWeihe@fairfieldct.org>

Cc: Quiles, Raymond <RQuiles@fairfieldct.org>; Kalamaras, Robert <RKalamaras@fairfieldct.org>; Courtemanche,

Joanne <JCourtemanche@fairfieldct.org>

Subject: HR Review

Good Evening,

Human Resources is conducting an investigation concerning the use of Town issued credit cards by Town employees. As part of our review, we took samples of credit card user records for the years 2018-2022. Attached please find the back up for the purchases listed below as well. For each of the charges listed below, could you kindly identify how the purchase relates to town business and/or the nature of the town business.

- 7/8/21 Kettle Bed Bath and Beyond \$31.89
- 8/5/21 FBI Leeda Charitable Event \$695
- 6/28/22 CAD Milford Plaque \$90.00
- 7/10/22 Andros Diner \$143.47

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative who may assist you if you so choose with this matter.

2



Cathleen II. Simpson
Suman Resources Director
Town of Fairfield
Eultivan Independence Wall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

Simpson, Cathleen

From:

Broderick, Keith

Sent:

Monday, June 19, 2023 3:23 PM

To:

Simpson, Cathleen

Cc: Subject:

Kalamaras, Robert RE: Follow Up Review

Attachments:

Credit Card Audit form Cap. E. Weihe.pdf; Pete Koval Credit Card Audit.pdf

Cathleen,

Please find the Credit Card audit forms from Captain Koval and Captain Weihe.

Thanks, Keith

Keith Broderick

Deputy Chief

Fairfield Police Department 100 Reef Rd Fairfield Ct. 06824 203-254-4816 Kbroderick@fairfieldct.org

https://www.fpdcops.com/scholarship/

https://fpdct.com/foundation/

From: Simpson, Cathleen <CSimpson@fairfieldct.org>

Sent: Monday, June 19, 2023 11:02 AM

To: Craig Manemeit <cmanemeit@upseu.org>; Broderick, Keith <KBroderick@fairfieldct.org>

Subject: FW: Follow Up Review

Sorry left you off out of the loop on this last one.

From: Simpson, Cathleen

Sent: Monday, June 19, 2023 10:59 AM

To: Esposito, Felix < FEsposito@fairfieldct.org> Cc: Quiles, Raymond < RQuiles@fairfieldct.org>; Courtemanche, Joanne < JCourtemanche@fairfieldct.org>; Kalamaras,

Robert < RKalamaras@fairfieldct.org>

Subject: Follow Up Review

Good Morning,

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- You are not being questioned for the purpose of instituting criminal proceedings against you.
- During the course of this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct in this matter, neither your self-incriminating statements, nor the fruits thereof, will be used against you in any criminal proceeding.
- You are further advised that your refusal to answer questions relating to the performance of your departmental duties is considered insubordination and may result in your dismissal from the Town.

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From: Simpson, Cathleen

Sent: Wednesday, June 14, 2023 6:21 PM **To:** Esposito, Felix < FEsposito@fairfieldct.org>

Cc: Quiles, Raymond < RQuiles@fairfieldct.org >; Courtemanche, Joanne < JCourtemanche@fairfieldct.org >; Kalamaras,

Robert < RKalamaras@fairfieldct.org>

Subject: HR Review

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- Lexnex Risk Dates \$269.50
- Thomson Reuters Westlaw \$126.95

Thank-you for your assistance with this matter. Please provide the information to my attention by the close of business on Monday, June 19, 2023. If you have any questions or need additional time to provide the information, please do not hesitate to contact me. I have copied your union representative who may assist you if you so choose with this matter.

Cathleen A. Simpson
Human Resources Director
Town of Fairfield
Sultivan Independence Hall
725 Old Post Road
Fairfield, CT06824
(475) 350-6002

3



Date 6/19/23

Date	Amount	Vendor/location	Reason
6/27/21	\$500.00	Garelick and Herbs	Food for firework mutual aid detail.
7/1/21	\$1,008.00	Land and Sea Power Sports	Jet Ski service for Marine Unit
6/26/21	\$227.98	Light Industries	Tools for PD garage
			A:

Captain Edward J. Weihe, Jr., Badge #104, Employee ID 4285

Date	Amount	Vendor/location	Reason
7/8/21	\$31.89	Bed Bath and Beyond	A water boiling kettle was purchased for the Administrative Services Bureau to make coffee, tea, soup, oatmeal, etc. which is especially helpful when working holidays or major inclement weather, when local businesses are not open.
8/5/21	\$695	FBI LEEDA Training	This was a week-long training for Public Information Officers. I do not know why the email I received labeled it as a "Charitable Event."
6/28/22	\$90	Champion Awards and Promotions	This is the vendor we use every three months to design the plaques for our Officer of the Quarter award.
7/10/22	\$143	Andros Diner	This purchase provided food to the officers tied up and working overnight on the juvenile homicide at Calvin United Church
-			
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Captain Edward J. Weihe, Jr., Badge #104, Employee ID 4285

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Tuesday, June 20, 2023 2:50 PM

To:

Bosse, Caitlin

Cc:

Saxl, Concetta; Schmitt, Jared

Subject:

HR Review

Attachments:

Back up Finance.pdf

Good Afternoon,

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase due to lack of training and/or sufficient notice, we are seeking that information from those prior submissions that may be unclear. We also may ask credit card holders to verify the purpose for the purchase. We recognize your Department Head signed the reconciliation report attached. Accordingly, there is no presumption of misconduct; however, we are seeking more detail from Town credit card holders for our report.

As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason. As the one who prepares the reconciliation reports for this department, could you kindly identify the business purpose for the items listed below. I have attached back up as well to assist you with this request.

- 12/22/20 Certificate Government Finance \$610
- 12/24/20 Captain's Pizza \$134

Thank you for your assistance with this request. If you have any questions, please do not hesitate to contact me.

Cathleen H. Gimpson
Human Resources Director
Town of Fairfield
Sultivan Independence Hall
725 Old Post Road
Fairfield, CT 06824

2

Town of Fairfield

AMERICAN EXPRESS

Reconciliation Voucher Sheet

Departmen	it: France	
Date:	1-15-2021	

General Ledger Account Number	Amount
01003010-57200 CAFR GFOA	610.00
01003010-57200 CAFR GFOA	134 W
	29
1	
7	
TOTAL: \$	744 00

CBAK

Approved for Payment by:

Jane Junes

DEPARTMENT HEAD SIGNATURE

Statement and Receipts Attached



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.arnericanexpress.com/gddape/less

Prepared For CAITLIN T BOSSE TOWN OF FAIRFIELD

XXXX-XXXXX2-41009

Dinsing Dare 01/13/21

Page 1 of 2

Previous Balance \$	New Charges \$	Olfrer Outsts	Payments §	Clour Credits 5	Balance Due\$ Do Not Pay
680 00	744.00	0.00	680.00	0.00	744,00 For important information regarding your account refer to page 2

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbiltor call Customer Service at 1-800-492-4920.

Activi				
Card Nu	mber XXXX-XXXXX2-41009		Rulineiros Cudo	Amount \$
12/22/20	CORPORATE REMITTANCE RECEIVED	12/22		-680 00
12/30/20	BT*GOVERNMENT FINANC CHICAGO REF# JEAAMP00 3129779700	IL 12/30/20		610 00
12/24/20	CAPTAIN 5 PIZZA 0632 FAIRFIELD REF# 21104470358 ILHANB28@HOTMAIL	CT 12/23/20	21104470558	134.00
Total for	CAITLIN T BOSSE		New Charges/Other Debits Payments/Other Credits	744 00 -680 00

Do not staple or use paper clips Payment Coupon



CAITLIN T BOSSE TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.

Payments: The American Express® Corporate Purchasing Card statement is payable in full by your Company upon receipt. Payments received after 5:00 pm may not be credited until the next day. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. The Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert remittance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any representments, by transmitting the amount of the check, routing number, account number, and check serial number to the financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, Company authorizes us to initiate an electronic debit from its bank or asset account. When we process a check electronically, payment may be debited to the bank or asset account as the same day we receive the check, and that cancelled check will not be received with that bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Purchasing Card, please note that you are eligible to pay your bill online.

Authorizations for Electronic Payments: By using Pay by Computer, Pay by Phone or any other electronic payment service of ours, you will be authorizing us to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 5:00 pm may not be credited until the next day.

Transactions Made in Foreign Currencies: If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently the conversion rate that we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, in each instance increased by 2.5%. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use

In Case of Errors or Questions About Your Bill: If you think your bill is incorrect, or if you need more information about a transaction on your bill, please call 1-800-492-4920 or the number on the back of your Card. You can also write us on a separate sheet of paper at the Customer Service address noted to the right. If you have a dispute concerning goods and services purchased with the Corporate Purchasing Card, you should contact the merchant directly. If you are unable to obtain resolution, please contact us at 1-800-492-4920.

When Contacting Us Regarding Errors or Questions: We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. When contacting us, please give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about

Note: Your corporation, firm or organization may have its own policy or customized program, which takes precedence over any provision stated above



Manage your Card account online at: www.americanexpress.com /checkyourbill



For all further inquiries, please call the number on the back of your Card.

If your Card has been lost or stolen, please call 1-800-492-4920

International Collect: 1-336-393-1111

Hearing Impaired Services: TTY: 1-800-221-9950. FAX: 1-800-695-9090

Large Print and Braille Statements: 1-800-492-4920



Customer Service P.O. Box 53611 Phoenix, AZ 85072-3611

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.

Bosse, Caitlin

From:

notifications@lf.gfoa.org

Sent:

Wednesday, December 30, 2020 2:15 PM

To:

Bosse, Caitlin

Subject:

COA Application Review Fee \$610.00

Attachments:

Invoice #5232 - Town of Fairfield - 12_30_2020.pdf

Hello Caitlin Bosse,

Please find attached an invoice for the 2020 COA Review Fee. Payment Transaction ID: jeaamp00

Thanks, GFOA

Government Finance Officers Association

203 N. LaSalle St., Ste. 2700 Chicago, IL 60601-1216 (312) 977-9700 / Tax ID: 36-2167796 Remit to: 203 N. LaSalle St., Ste. 2700 Chicago, IL 60601-1216

INVOICE

Invoice No. 5232

Sold to: Town of Fairfield, Connecticut Caitlin Bosse cbosse@fairfieldct.org

Acc	ount No.	Order Date			Terms Net 30 days		Invoice Date	
661	143003	12	12/30/2020				12	2/30/2020
Qty Shipped	Item Code		Description				Unit Price	Extended Price
1	FY2020 COA/D3	Certific	Certificate of Achievement Review Fee FY2020 50,000 - 74,999				\$610.00	\$610.00
Line Item To	tal Freight	Handling	Other	Tax	Subtotal	An	nount Received	Amount Due
\$610.00	\$610.00		\$610.00				\$610.00	\$0.00

	v .	

Simpson, Cathleen

From:

Schmitt, Jared

Sent:

Tuesday, June 27, 2023 9:29 AM

To:

Simpson, Cathleen; Bosse, Caitlin

Cc:

Saxl, Concetta

Subject:

RE: HR Review

Hi Cathleen,

Unfortunately, I cannot locate the receipt for Captain's Pizza.

My recollection is that the Finance Department had a lunch meeting that included staff from the First Selectwoman's Office. Staff in attendance included:

Giuliana Santiago

Connie Saxl

Bronice Gage

Kiva Barry

Jude Fitzgerald

Tom Bremer

Jackie Bertolone

Jennifer Carpenter

Me

It's possible that Jim Haselkamp and other HR staff were there as well, but I'm not certain.

I hope this is helpful.

Jared

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Tuesday, June 20, 2023 2:50 PM **To:** Bosse, Caitlin <CBosse@fairfieldct.org>

Cc: Saxl, Concetta <CSaxl@fairfieldct.org>; Schmitt, Jared <JSchmitt@fairfieldct.org>

Subject: HR Review

Good Afternoon,

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase due to lack of training and/or sufficient notice, we are seeking that information from those prior submissions that may be unclear. We also may ask credit card holders to verify the purpose for the purchase. We recognize your Department Head signed the

reconciliation report attached. Accordingly, there is no presumption of misconduct; however, we are seeking more detail from Town credit card holders for our report.

As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason. As the one who prepares the reconciliation reports for this department, could you kindly identify the business purpose for the items listed below. I have attached back up as well to assist you with this request.

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- 12/24/20 Captain's Pizza \$134

Thank you for your assistance with this request. If you have any questions, please do not hesitate to contact me.

Cathleen H. Gimpson
Human Resources Director
Town of Fairfield
Gullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Monday, June 19, 2023 1:21 PM

To:

Carpenter, Jennifer

Subject:

HR Review

Attachments:

Backup FS.pdf

Good Afternoon

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase due to lack of training and/or sufficient notice, we are seeking that information from those prior submissions that may be unclear. We recognize that the Finance Department approved and processed them. Accordingly, there is no presumption that of proper purchases were made.

As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason. As the one who prepares the reconciliation reports for this department, could you kindly identify the business purpose for the items listed below. I have attached back up as well to assist you with this request.

You are not required to provide detailed responses. For instance responses such as "meeting", "training", "office supplies", "subscription related to Town business" suffice.

Please do not hesitate if you have any questions or need further clarification. Thank you for your assistance with this matter.

- 7/20/21 Captain Pizza \$76
- 7/28/21 Optimum cable service \$131/47
- 6/23/22 Hearst \$19.98
- 7/6/22 Nespresso \$38.00
- 6/21/22 NY Times \$4.04
- 6/25/22Optimum \$136.57
- 6/27/22 Harford Current \$15.96
- 6/30/22 The Pantry \$141.48

Cashleen B. Gampun Human Removed Director Tran of Frieshold Sullivan Independence Bill 725 Old Frieshold Frieshold, CTO0824 (475) 350-6602

Town of Respies

AMERICAN EXPRESS

Reconciliation Voucher Sheet

Department: FS officu

Date: 8 | 45 | 22

01001010

General Ledger Account Number	Amount
56100 Galine Papes	\$ 19.96
58130	\$ 38,00
56100 orline Perger	\$ 4.04
55300	\$ 134.57
56100 Deline 8000	\$ 15.90
58120	\$ 141.48
55300	4 41.01
	7
	-Mai
TOTAT:	\$ 317.02

Approved for Psychect by:

TMENT HEAD SIGNATURE

Statement and Receipts Attached



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperiess

Prepared For BRENDA KUPCHICK TOWN OF FAIRFIELD

Account Number
XXXX-XXXXXX2-71001

Glosing Date 07/13/22

Page 1 of 3

				Balance	
Previdus Balance \$	New Charges S	Other Debits \$	Payments S	Other Charles &	Due \$ Do Not Pay
785.57	397.02	0.00	785,57	0.00	397.02 For important information regarding your account refer to page 2

For your records only - do not pay:

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920

Activity	Date reflects a	ithes transaction or	otab gruzaç

Card Nu	imber XXXX-XXXXX2-71001		Reference Code	Amount \$
05/23/22	CORPORATE REMITTANCE RECEIVED	06/20		-785.57
07/08/22	HEARST CT MEDIA NORWALK REF# 218311283 203-842-2500 CONTINUITY/SUBSCRIP ROC NUMBER 218311283	CT 07/07/22	218311283üN	19.96
06/15/22	NESPRESSO USA, INC. 888-617-7737 83391291N 06825 888-637-7737 ROC NUMBER 83391291N46XJ8ZC	NY 06/14/22		38.00
06/21/22	NYTIMES*NYTIMES DISC 800-698-4637 REF# 7243C08C15A ONLINE SUBS	NY 06/21/22		4.04
06/25/22	OPTIMUM 7806 V 203-870-2583 REF# 07806431361 CABLESERVICE	NY 05/24/32	07808431361	136,57
06/27/22	THE HARTFORD COURANT HARTFORD REF# 83395704 860-525-5555 SUBSCRIPTION ROC NUMBER 83395704	CT 06/27/22	83395704069	15.96
06/30/22	THE PANTRY - NEW HAV FAIRFIELD REF# 99999992181 2032590522	CT 06/29/22	18/59888666	141.48

06824

Do not staple or use paper clips

Payment Coupon

Continued on Page 3

Account Number Enter 15 digit account number on all payments

BRENDA KUPCHICK TOWN OF FAIRFIELD 725 OLD POST ROAD FAIRFIELD CT

See reverse side for instructions on how to update your address, phone number, or email.



18

PROMISES BRENDA KUPCHICK TOWN OF FAIRFIELD

XXXX-XXXXXX2-71001

Roge 3 of 3

Activity	Continued	550-00-65-0	Amounts
37*3/22	VELVRUSSTVA VB ALPHARETTA GA REFO 07430028310 8009220264 07 13 32 TELECOM SVE PREPAIO RECURRING PHONE SER ROC NUMBER 074132269100001	relier.	31.01
Total for	BRENDA KUPCHICK	New Charges Other Debits Paymonts Ciner Credits	397 GZ 785 57

Page 2 al.



Manage your Card account online at:

www.americanexpress.com
pheckyourbill



For all further inquiries, please call the number on the back of your Card

If your Card has been lost or stolen, please call 1-300-492-4920

International Collect: 1-336-393-1111.

Hearing Impaired Services: Dra. Relay 711 and 1-800-492-4920

Large Print and Braille Statements: 1-800-492-4923



Customer Service P.O. Box 53611 Phoenix, AZ 85072-3611

Payments: The American Express® Corporate Furchasing Card statement is payable in full by your Company, upon receipt. Payments received after 5.00 pm may not be predited until the next day. Payments must be made in US durrency, with a single draft or check grawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method pearable through the US banking system. The Account number must be included on or with all payments if payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed if like accept payment made in a foreign durrency, we will choose a conversion rate that is acceptable to us to convent femitance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon recept. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval.

Authorization for Electronic Debit: VVa will process specks electronically, at first presentment and any representments by transmitting the amount of the check routing number, account number, and check serial number to the financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, Company authorizes us to initiate an electronic debit from its bank or asset account. When we process a check electronically, payment may be debited to the bank or asset account as the same day we receive the check, and that cancelled check will not be received with that bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check, if you currently send in an individual payment for expenses on the Corporate Purchasing Card, please note that you are eligible to pay your bill online.

Authorizations for Electronic Payments: By using Paly by Computer, Pay by Phone or any other electronic payment service of ours, you will be authorizing us to initiate an electronic depit to the financial account you specify in the amount you request. Payments received after 5.00 pm may not be credited until the next day.

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In Case of Errors or Questions About Your Bill: If you think your bill is incorrect, or if you need more information about a transaction on your bill, please call 1-800-492-4920 or the number on the back of your Card. You can also write us on a separate sheet of paper at the Customer Service address noted to the right, if you have a dispute concerning goods and services purchased with the Corporate Purchasing Card, you should contact the merchant directly if you are unable to obtain resolution please contact us at 1-800-492-4920.

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Note: Your corporation firm or organization may have its own policy or customized program, which takes precedence over any provision stated above.

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.



Peter Kupchick

213 Farist Road

Fairfield CT 06825

WE SEE TO

WHITE A STORY

Peter Kupchick 213 Farist Road Fairfield CT 08825

3950312... 05/14/2022 14.39 112563751 Credit Card 125815 VER- 2 Caps_Vanilla - Caramel 1 \$6.00 50.00 7153.10 VER-Altissio N21 v10 30 50 95 \$28,50 7155.10 VER-Diavolitto-NEW 10 \$0.95 \$9.50 SUSTOTAL **Total Quantity:** 41.00 \$0.00 Credit Card charged 3-5 Business Days TOTAL \$38.00

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>>Login to your account at nespresso.com and ensure your Contact Preferences are updated.

Satisfies Sufficient Community of the Co

The first behind accompany are years of the consideration and the property of the second Report of the construction and the construction and the construction and the construction of the

optimum

Pail via phone

Mailing Your Payment

Account Number Payment Due Date Total Amount Due

July 06, 2022 \$136.57

000-06-22-D-C

Amount Enclosed \$ ()

Make checks payable to Optimum

2107

OPTIMUM
PO BOX 70340
PHILADELPHIA PA 19176-0340

0780F 4318FT 05 P

4 013657

836582795

\$136.57	2502 Sanit Date of 2015
397915	otal Amount Due by July 06, 2022
	Current Monthly Charges (includes credits and adjustments since lest statem Total Taxes & Fees
20.00	New Bill Activity
10 73.8813 =	Previous Balance
73 3618	nov Ansit - (a)themys
70 3013	Balance Last Statement
	Previous Balance and Payments
De on the next bill,	Any payments and other activities after this date will
	Any payments and other activities after this alen
Name and Address of the Owner, where	lucinges Payments Received By 06/17/22
	Your Account Summary

Mailing Your Payment

Account Number Payment Due Date Total Amount Due

-02-6 July 06, 2022 \$136.57

Amount Enclosed \$ ()

Make checks payable to Optimum,

SW1

000-06-22-D-C

ում միկին միկին արդանին անական հայաստանում և Հայաստանում ԲՕ BOX 70346

PHILADELPHIA PA 19176-0340

E TRANSPORTE DE L'ARTIN
07806 431861 02 6 013657 # 836582795

72.8512	otal Amount Due by July 66, 2022
85.81\$	
•	Cuthent Monthly Charges (includes credits and edicatments eincu test obiten Total Taxes & Fees
00'0\$	Vew Bill Activity
10 78,8618 -	Prious Balance
29818	Payment(s) - Thank You
	carance Last Statement
	STROMYEN DUE SUREMENTS
liid txen enting ad	Any payments and other activities after this date will
	Includes Payments Received By 06/17/22
AT THE REAL PROPERTY.	THE RESERVE OF THE PARTY OF THE
	Your Account Summary

File: 6/29/2022	V:5-0.17-9
Temps: 327735	Cashier: JENNY
2022-06-29 16:13:33	Term: 001001
DIET COKE	2, 09 T2
DIELCOKI:	2.00 T2
SAN PELLEGRINO 750ML	2,50 72
DELI	17.50
DELI	50, 75
DELI	ማው ውር
DELI	36, 25
SUB TOTAL	[4] 00
Tax 2	0.48
TOTAL	141.48
American Express	141,48
Reference# 0622	
Points in this transaction: 14100	
Item count: ?	
TOTAL PILATE A REPORT OF THE PROPERTY CONTAINS A PROPERTY OF	entered the contract of the party of the
Transaction Receipt	
The Pantry	
1580 Post Road	
Farfield, CT 06824	

CLERK ID: 7514

SALE

INVOICE: 227735 REFERENCE: 0622 AUTH CODE: 833593

AMOUNT

USD\$ 141.48

TOTAL

USD\$ 141.48

APPROVED - THANK YOU

LAGRILE TO PAY THE ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT (MERCHANT AGREEMENT IF CREDIT VOOCHER)

Cardholder Signature

APPLICATION LABEL: AMERICAN EXPRESS AID: A0000000250 (080)
TVR: 000008000
LAD: 06580 L03 A0A002
TSE E800
ARC: Z3
CVM: SIGN
TRAN ID: 992609984
Customer Copy

-

Carpenter, Jennifer

To:

Do Not Reply_

Subject:

RE: Payment Confirmation (WFE274151724)

Veri zon

From: Do Not Reply_<donotreply@verizonwireless.com>

Sent: Tuesday, July 12, 2022 3:27 PM

To: Carpenter, Jennifer < JCarpenter@fairfieldct.org> **Subject:** Payment Confirmation (WFE274151724)

Jennifer,

Thank you for your recent payment of \$41.01, 7/12/22. Your confirmation# 188616.

Thanks,

Dena



PO BOX 489 NEWARK, NJ 07101-0489

Manage Your Account	Account Number	Date Due
626 yerizonwireless com	-00001	07/15/22
Change your address at http://ssq.verizonenterprise.com	Invoice Number	9909577416

Quick Bill Summary

May 24 - Jun 23

- մաիկությունը արև միկանինիկին հարարակությունը և	ժժվար	լեներ Միլևենույհել	կիրկիկորոցի	loon High
--	-------	--------------------	-------------	-----------

SELECTWOMAN DEPT 20284456 **SELECTWOMAN** K186 FIRST SELECTWOMAN'S OFFICE 725 OLD POST RD FAIRFIELD, CT 06824-6684

Previous Balance (see back for details)	\$41.01
Payment - Thank You	-\$41.01
Balance Forward	\$.00
Monthly Charges	\$39.99
Usage and Purchase Charges	
Voice	\$.00
Messaging	\$.00
Data	\$.00
Surcharges	
and Other Charges & Credits	\$.36
Taxes, Governmental Surcharges & Fees	\$.66
Total Current Charges	\$41.01

Total Charges Due by July 15, 2022

\$41.01

1st Selectwoman's Office

JUI 0 5 2022

Paid 7/12/22
Approval # 188616

Pay from phone	Pay on the Web	Questions:
#PM1 (#768)	At b2b venzonwirelen; com	1 800 922 0204 or 1811 from your phone



SELECTWOMAN DEPT SELECTWOMAN FIRST SELECTWOMAN'S OFFICE 725 OLD POST RD FAIRFIELD, CT 06824-6684

Bill Date Account Number Invoice Number

June 23, 2022 -00001 9909577416

Total Amount Due by July 15, 2022

Make check payable to Verizon Wireless. Please return this remit slip with payment.

\$41.01

P.O. BOX 15062 ALBANY, NY 12212-5062

սդիրվորգովիկին հրդնկուրիիիլորդեգնակար



Invoice Number

Account Number

Date Duc Page

7416

000001

07/15/22 3 of 8

Overview of Lines

¥	Page						I Third-Party Charges	Total	Voice Plan	Messaging	Data	Voice	Messaging	Data
Lines Charges	Number	Charges	Charges	Charges	Credits	and Fees	(includes Tax)	Charges	Usage	lisage	Usage	Roaming		Roaming
203-630-3367 Lum Aremor	4	\$29,99			\$,36	\$.66		\$41.01	26	80	3:177GB			· · · · · · · · · · · · · · · · · · ·
Total Current Charges		\$39.99	\$.00	\$.00	\$.36	\$.06	\$.00	\$41.01						

00



Invoice Number Account Number

Date Due Page

-00001 07/15/22 4 of 8

Summary for Tom Bremer: 203-610-3367

Your Plan

Public Safety 1st Resp SP UNL \$39.99 monthly charge Unlimited monthly minutes

M2M National Unlimited Unlimited Mobile to Mobile

UNL Night & Weekend Min Unlimited OFFPEAK

UNL Text Messaging Unlimited M2M Text Unlimited Text Message

Email & Data Unlimited Unlimited monthly gigabyte

UNL Picture/Video MSG Unlimited monthly Picture & Video

Have more questions about your charges? Get details for usage charges at b2b.verizonwireless.com.

Monthly Charges

Public Safety 1st Resp SP UNL

Detail Billing

06/24 - 07/23

39.99

\$39.99

.00



Invoice Number Account Number

Date Due Page



7416 -00001 07/15/22 6 of 8

Detail for Tom Bremer: 203-610-3367

Voice, continued

Date	Time	Number	Rate	Usage Туре	Orlgination	Destination	Min.	Airtime Chrgs	LD/Other Chrgs	Total
5/27	4:46P	203-610-3366	Peak	M2MAllow	Fairtield CT	Bridgeport CT	14			
5/29	3;38P	203-610-3366	Off-Peak	M2MAllow	Fairfield CT	Incoming CL	10		7.0	
5/29	5;31P	203-610-3366	Off-Peak	M2MAllow	Fairfield CT	Bridgeport CT	3		***	- 1100
5/31	5:479	203-610-3366	Peak	M2MAllow	Bridgeport CT	Bridgeport CT	1	***		
5/31	8:22P	203 -530 - 3611	Peak	M2MAllow	Fairfleld CT	New Haven CT	6		-	
6/01	8:40A	203-610-3366	Peak	M2MAllow	Fairfield CT	Bridgeport CT	2			
6/01	9:13A	203-216-0538	Peak	PlanAllow	Westport CT	VM Deposit CL	1	***	2116	
6/01	9:14A	203-256-3090	Peak	PlanAllow	Westport CT	Fairfield CT	2	-	2000	
6/01	9:15A	203-216-0538	Peak	PlanAllow,CallWait	Westport CT	Incoming CL	2	-		
6/01	11:53A	203-257-8291	Peak	M2MAllow	Bridgeport CT	Bridgeport CT	25			-
6/01	5:11P	203-984-7587	Peak	M2MAllow	Fairfield CT	Norwalk CT	1	gane.		
6/02	1:39P	203-984-7587	Peak	M2MAllow	Bridgeport CT	Norwalk CT	1		75	****
6/02	1:52P	203-984-7587	Peak	M2MAllow	Bridgeport CT	Norwalk CT	8			
6/02	5:56P	203-610-3366	Peak	M2MAllow	Fairfield CT	Bridgeport CT	1		344	
6/02	5:57P	203-610-3366	Peak	M2MAllow	Fairfield CT	Incoming CL	2	-		
6/02	7:55P	203-610-3366	Peak	M2MAllow	Fairfield CT	Bridgeport CT	4			
6/03	9:45A	203-610-3366	Peak	M2MAllow	Fairfield CT	Incoming CL	1		544	-
6/03	9:46A	203-644-4963	Peak	PlanAllow	Fairfield CT	Norwalk CT	5	-	20	
6/03	4:27P	203-610-3366	Peak	M2MAllow	Fairfield CT	Incoming CL	2			-
6/03	6:21P	203-610-3366	Peak	M2MAllow	Fairfield CT	Bridgeport CT	2			-
6/04	2 18P	203610-3366	Off-Peak	M2MAilow	Fairfield CT	Incoming CL	3	44		-
6/04	8:59P	347-860-5001	Off-Peak	M2MAllow	Fairfield CT	Nwyrcyzn07 NY	17	44		
6/05	4:22P	203-610-3366	Off-Peak	M2MAllow	Fairfield CT	Incoming CL	4			-
6/06	5:04P	203-610-3366	Peak	M2MAllow	Fairfield CT	Bridgeport CT	3			
6/07	5:53P	203-610-3366	Peak	M2MAllow	Fairfield CT	Bridgeport CT	1	4844	-	
6/07	5:57P	203-610-3366	Peak	M2MAllow	Fairfield CT	Incoming CL	5	-		-
6/07	7:10P	203-610-3366	Peak	M2MAllow	Fairfield CT	Bridgeport CT	1			522
6/07	7:10P	203-610-3366	Peak	M2MAllow	Fairfield CT	Bridgeport CT	1			
6/07	9:26P	203-521-2440	Off-Peak	M2MAllow	Fairfield CT	Incoming CL	63		77	-
6/08	4:57P	203-610-3366	Peak	M2MAllow	Fairfield CT	Bridgepart CT	3	(max)	1944	rise ka
6/08	9:29P	347-860-5001	Off-Peak	M2MAllow	Bridgeport CT	Nwyrcyzn07 NY	1	444	7200	
6/08	9:56P	203-685-0804	Off-Peak	N&W	Fairfield CT	Bridgeport CT	5	***		-
6/09	5:13P	347-860-5001	Peak	M2MAllow	Jamaica NY	Nwyrcyzn07 NY	3	- making		
6/09	5:36P	203-610-3366	Peak	M2MAflow	Jameica NY	Bridgeport CT	1		- 22	-
6/09	5;39P	347-860-5001	Peak	M2MAllow	Jamaica NY	Incoming CL	(1)		-55	
6/09	6:06P	203-610-3366	Peak	M2MAllew	Jamaica NY	Bridgeport CT	7			
6/10	9:09A	323-573-0385	Peak	M2MAllow	Glendale CA	Incoming CL	3		44	ne kë
6/10	1:22P	203-610-3366	Peak	M2MAIlow	Glendale CA	Bridgeport CT	33	200		
6/11	5:30P	203-610-3366	Off-Peak	M2MAIlow	Glendale CA	Bridgeport CT	22	578		
6/12	8:04A	203-610-3366	Off-Peak	M2MAilow	Glendals CA	Bridgeport CT	2		(pide)	
6/12	11:34P	203-610-3366	Off-Peak	M2MAllow	Jamaica NY	Bridgepart CT	1	-		
6/13	3:19P	203-257-8291	Peak	M2MAilow	Bridgeport CT	Bridgeport CT	1	-		-
6/13	5:57P	203-610-3366	Peak	M2MAIlow	Bridgeport CT	Bridgeport CT	3	in the same of		
6/13	5:58P	203-209-0059	Peak	M2MAllow	Fairfield CT	Bridgeport CT	4	_		100
6/13	6:02P	203-209-0059	Peak	M2MAllow	Fairfield CT	Bridgeport CT	1		-	****
6/14	10:20A	203-257-8291	Peak	M2MAllow	Fairfield CT	Bridgeport CT	2	T-7		77



Invoice Number Account Number Date Due Page
7416 700001 07/15/22 8 of 8

Need-to-Know Information

Attention Connecticut Customers

Connecticut law protects you from certain unwanted sales calls. To limit sales calls, register your phone number on the federal Do Not Call list at donoteall.gov or 1.888.382.1222. For more information or to obtain an unlawful call complaint form, visit ct.gov/dcp.

Explanation of Surcharges

Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges Imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including: charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; fees and assessments on our network facilities and services; property taxes; and the costs we incur responding to regulatory obligations. Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.

More On Wireless Taxes And Surcharges

Your total charges for this month's bill cycle are \$41.01.

This includes charges for one or more bundled Verizon service plans that include voice, messaging, data, or other services for which you pay a monthly plan charge.

This bill cycle, your fixed monthly plan charges were \$39.99 (before applying any discounts or credits, and excluding other charges such as overage, late payment, taxes, Verizon surcharges, and equipment).

To accurately bill taxes and Verizon surcharges, we regularly look at past network usage by you and other customers with similar plans to allocate this fixed monthly plan charge among the services included in the bundle.

In this bill oyole, we have allocated this amount as follows: \$2.56 for voice, \$0.52 for messaging, \$36.91 for data, and \$0.00 for other services

For more information, please go to vzw.com/taxesandsurcharges.

Bankruptcy Information

If you are or were in bankruptcy, this bill may include amounts for pre-bankruptcy charges. You should not pay pre-bankruptcy amounts; they are for your information only. In the event Verizon receives notice of a bankruptcy filling, pre-bankruptcy charges will be adjusted in future invoices. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

Returned Payments

If you pay your wireless bill by check and your check is returned by your bank for insufficient funds, Verizon Wireless may resubmit your check to your bank for payment from your checking account.

Town of Fairfield

AMERICAN EXPRESS

Reconciliation Voucher Sheet

Department: First Selectwoman office

Date: 4 4 415+ 16, 2081

General Ledger Account Number	Amount
01001010 58120	F 76,00
01001010 55100 Credt SS300	131.47
Credt SS300	12.99
TOTAL: \$	007:47 194.1

Approved for Payment by:

DEPARTMENT HEAD SIGNATURE

Statement and Receipts Attached



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For BRENDA KUPCHICK TOWN OF FAIRFIELD

Account Number
XXXX-XXXXX2-71001

Closing Date 08/13/21

Page 1 of 2

Privious Balance \$	New Charges S	Other Debits \$	Payments 5	Other Credits \$
322.59	207.47	0.00	322.59	12.00

Balance
Due \$ Do Not Pay
194.48 For important inform

194.48 For important Information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920

Activity During swife clin a trace transaction as posting date

Card Nu	mber XXXX-XXXXX2-710	001		Reference Code	Amount \$
07/23/21 07/2 0/ 21	CORPORATE REMITTANCE RE	MZN.COM/BID	07/23 WA		-322.59
	12XR1WPOU D01-0975312-8765 ROC NUMBER 12XR1WPOUZK	5098109	07/20/21		-12.99 Credit
07/20/21		NRFIELD 28@HOTMAIL	CT 07/19/21	21104471200	76.00
07/28/21	REF# 07806431861 CABLES	3-870-2583 SERVICE	NY 07/27/21	07906431861	131,47
Total for	BRENDA KUPCHICK			New Charges/Other Debits Payments/Other Credits	207.47 -335.58

Do not staple or use paper clips

Payment Coupon



BRENDA KUPCHICK TOWN OF FAIRFIELD 725 OLD POST ROAD FAIRFIELD CT 06824

See reverse side for instructions on how to update your address, phone number, or email.



Manage your Card account online at:

Aww american express completely out of the country of the c



For all further inquiries, blease ball the number of the back of your Card

If your Card has been lost or stolen in case call 1-300-492-4925

International Collect: 1-336-393-1111

Hearing Impaired Services: Dial Relay 711 and 1-805-492-4920

Large Print and Braille Statements: 1-800-492-4926



Customer Service P.C. Box 53611 Phoenix, AZ 95072-3611

Payments: The American Expression Condities Purchasing Card statement is payable in full by your Company upon tedelipt. Payments received after 5.00 pm may not be predited until the next day. Payments must be made in US outready with a single draft or others drawn on a US painting by and payable in US politions and plearable through the US painting system, or through an electronic payment method plearable through the US parking system. The Account number must be included on or with as payments if payment does not conform to these requirements chadring may be depayed and additional Charges may be imposed if we accept payment made in a foreign currency, we will choose a convertion rate that is acceptable to us to convert remittance into US currency, unless a particular rate is required by law. Please do not send postuated checks. They will be deposited upon federipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval.

Authorization for Electronic Debd. Vvs. will process shacks electronically at first presentment and any representments by transmitting the amount of the check industing number recount number, and check serial number to the financial institution, unless the check is not processable electronically or a less costly process slavadable. By submitting a check for payment. Company authorizes us to initiate an electronic debit from its bank or asset account. When we process a check electronically, payment may be debited to the cank or asset account as soon as the same day we receive the check, and matical payment may be received with that bank or asset account statement. If we cannot so est the funds electronically we may issue a draft against the bank or asset account for the amount of the check, if you currently send in an individual payment for expenses on the Corporate Puronasing Cardiolease note that you are eligible to pay your bill online.

Authorizations for Electronic Payments: By using Pay by Computer, Pay by Phone or any other electronic payment service of ours, you will be authorizing us to include an electronic debit to the financial account, you specify in the amount you request. Payments received after 5.00 pm may not be predited until the next day.

Transactions Made in Foreign Currencies: If you incur a Charge in a toreign currency it will be converted into US pollars on the date it is processed by as or our agents, unless a particular rate is required by approache law, we will choose a conversion rate that is acceptable to us for that date. Currency the conversion rate that we use for a Charge in a foreign currency is no greater than a lime highest official conversion rate published by a government agency or oblithe highest interpolar conversion rate identified by us from customary banking sources on the conversion date or the prior business day in each instance increased by 2.5%. This conversion hate may differ from rates in effect on the date of your Charge. Charges converted by estab is ments (such as arrines), will be briefly at the rates such astablishments use

In Case of Errors of Questions About Your Bills if you think your bill is incomed or if you need more information about a transaction on your bill blease dalt 1-800-4924-930 or the number on the back of your Card. You can also write us on a separate sheet of paper at the Customer Service address noted to the right. If you have a dispute concerning goods and services purchased with the Corporate Purchasing Card, you should contact the merchant directly. If you are unable to obtain resolution, please contact us at 1-800-4904920.

When Contacting Us Regarding Errors or Questions; We must hear from you no later than 50 days after we send you the first bill on which the error or problem appeared. When contacting us please give us the following information. 1. Your name and account number 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the tem you are unsure about

Note. Your corporation, firm or organization may have its own policy or customized program, which takes precedence over any provision stated above.

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.

PAGE 1 OF 4

Service for

Account Number:

FAIRFIEL D FIRST SELEC 725 OLD POST RD 2ND FLR FAIRFIELD CT 06824

Billing Period

Due Date

Amount

FIRST SELECTMANTS OFFICE

Unpaid Balance Past Due

Statement Total Including Past Due

Please pay past due amount to avoid service disruption.

Includes Payments Received By 07/17/21

Any payments and other activities after this date will be on the next bill.

Previous Balance and Payments

Balance Last Statement

\$131.47

\$0.00

Payment Activity Unpaid Balance - Please Pay Now

\$131.47

New Bill Activity

\$116.45

Current Monthly Charges

(Includes credits and adjustments since last statement)

\$15.02

Total Taxes & Fees

\$131.47

Amount Due by August 05, 2021

\$262.94

Total Amount Due

CUSTOMER COPY Thank You!

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Wednesday, June 28, 2023 5:37 PM

To:

Carpenter, Jennifer

Subject:

RE: HR Review

Hi Jen.

As a follow-up to our meeting about the Amex credit card purchases in July 2021 and June 2022, I put the responses as to the business reason in red for each purchase listed below:

- 7/20/21 Captain Pizza \$76: meeting Town related business
- 7/28/21 Optimum cable service \$131.47; for news and related programming associated with Town business
- 6/23/22 Hearst \$19.98; news publication associated with Town business
- 7/6/22 Nespresso \$38.00: used for meetings (delivery was to home address due to concern with delivery made after hours, weekends or holidays. Will change the delivery address to the Town.
- 6/21/22 NY Times \$4.04: news publication associated with Town business
- 6/25/22Optimum \$136.57: news and related programming associated with Town business
- 6/27/22 Harford Current \$15.96: news publication associated with Town business
- 6/30/22 The Pantry \$141.48; meeting Town related business

Please let me know if this is accurate based on our discussion. If there are any revisions and additions, kindly email me those changes or additions.

Thank-vou

Cathleen

From: Simpson, Cathleen

Sent: Monday, June 19, 2023 1:21 PM

To: Carpenter, Jennifer <JCarpenter@fairfieldct.org>

Subject: HR Review

Good Afternoon,

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018–2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases as well as the end or beginning of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase due to lack of training and/or sufficient notice, we are seeking that information from those prior submissions that may be unclear. We recognize

that the Finance Department approved and processed them. Accordingly, there is no presumption that of misconduct; however, we are seeking more detail from Town credit card holders for our report and to ensure proper purchases were made.

As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason. As the one who prepares the reconciliation reports for this department, could you kindly identify the business purpose for the items listed below. I have attached back up as well to assist you with this request.

You are not required to provide detailed responses. For instance responses such as "meeting", "training", "office supplies", "subscription related to Town business" suffice.

Please do not hesitate if you have any questions or need further clarification. Thank you for your assistance with this matter.

- 7/20/21 Captain Pizza \$76
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- 7/6/22 Nespresso \$38.00
- 6/21/22 NY Times \$4.04
- 6/25/22Optimum \$136.57
- 6/27/22 Harford Current \$15.96
- 6/30/22 The Pantry \$141.48

Cathleen H. Simpson Human Resources Director Town of Fairfield Gullivan Independence Hall 725 Old Post Road Fairfield, CT06824 (475) 350-6002

Simpson, Cathleen

To:

Carpenter, Jennifer

Subject:

REI HR Review

Attachments:

December 2022 reconcilation.pdf

Hi Jen.

I was reviewing December 2022 statements and wanted to verify the following purchases and presume they are for the same business reasons as listed below. The ones attached are:

- Centro \$52.84 (Meeting for Town Related Business)
- Hearst CT \$19.96 (publication related to Town business)
- NY Times \$17.17 (publication related to Town business)
- Hartford Courant \$19.96 (publication related to Town business)

Let me know if this is correct.

Thanks very much.

Cathleen

From: Simpson, Cathleen

Sent: Wednesday, June 28, 2023 5:37 PM

To: Carpenter, Jennifer <JCarpenter@fairfieldct.org>

Subject: RE: HR Review

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Thank-you

Cathleen

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Sent: Monday, June 19, 2023 1:21 PM

To: Carpenter, Jennifer < JCarpenter@fairfieldct.org>

Subject: HR Review

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Please do not hesitate if you have any questions or need further clarification. Thank you for your assistance with this matter.

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- 6/21/22 NY Times \$4.04
- 6/25/22Optimum \$136.57
- 6/27/22 Harford Current \$15.96
- 6/30/22 The Pantry \$141.48

Cathleen A. Gimpson
Human Resources Director
Town of Fairfield
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT06824
(475) 350-6002

Tewn of Fairfield

AMERICAN EXPRESS

Reconciliation Vaugher Sheet

Department: Finit id. Office

Deta: 12/28/24 0/00/0/0

<u>General Ledger Account Nu</u>	moer Amourt
58120	₹523Y
5 5100	F19.96
5 (100	117.17
26100	F19.96
50,00	t 11.76
	OTAL: 9 124.31

Approved for Payment by:

SIGNATURE

Statement 2011 Receipts Actached



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For BRENDA KUPCHICK TOWN OF FAIRFIELD

XXXX-XXXXX2-71001

Clusing Date 12/13/22

Page 1 of 2

Previous Balance S	M Marketine				Balance
426.95	New Charges 5	Olher Debits 5	Payments S	Olher Credite \$	Due \$ Do Not Pay
420.93	129.89	0.00	426.95	0.00	129.89 For important information
					regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor cal Customer Service at 1-800-492-4920

Activi	Date reflects either transection or positing date			
Card N	umber XXXX-XXXXX2-71001		Reference Code	Amount !
11/21/22 12/02/22	CORPORATE REMITTANCE RECEIVED CENTRO RISTORANTE & FAIRFIELD	11/21 CT	7000000	-426.95
11/25/22	REF# 73011002336 CENTROF@OPTIMUM ROC NUMBER 7301100233611680 TAX	. 12/01/22 \$3.42	73011002336	52.84
1 1/25/22	HEARST CT MEDIA NORWALK REF# 234020577 203-842-2500 CONTINUITY/SUBSCRIP ROC NUMBER 234020577	CT 11/24/22	23402057700	19.96
12/06/22	NYTIMES*NYTIMES 800-698-4637 REF# D14D2A906C8 ONLINE SUBS	NY 12/06/22		17.17
11/14/22	THE HARTFORD COURANT HARTFORD REF# 89572544 860-525-5555 SUBSCRIPTION ROC NUMBER 89572544	CT 11/14/22	89572544000	19.96
12/12/22	THE HARTFORD COURANT HARTFORD REF# 84801615 860-525-5555 SUBSCRIPTION ROC NUMBER 84801615	CT 12/12/22	84801615000	19.96
otal for	BRENDA KUPCHICK		New Charges/Other Debits Payments/Other Credits	129,89 -426,95

Do not staple or use paper clips

Payment Coupon

Account Number Enter 15 digit account 1001 number on all payments.

BRENDA KUPCHICK TOWN OF FAIRFIELD 725 OLD POST ROAD FAIRFIELD CT 06824

See reverse side for instructions on how to update your address, phone number, or email.

Payments: The American Express® Corporate Purchasing Card statement is payable in full by your Company upon receipt. Payments received after 5:00 pm may not be credited until the next day. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. The Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert remittance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any representments, by transmitting the amount of the check, routing number, account number, and check serial number to the financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, Company authorizes us to initiate an electronic debit from its bank or asset account. When we process a check electronically, payment may be debited to the bank or asset account as soon as the same day we receive the check, and that cancelled check will not be received with that bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Purchasing Card, please note that you are eligible to pay your bill online.

Authorizations for Electronic Payments: By using Pay by Computer, Pay by Phone or any other electronic payment service of ours, you will be authorizing us to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 5:00 pm may not be credited until the next day.

Transactions Made in Foreign Currencies; If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently the conversion rate that we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, in each instance increased by 2.5%. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

In Case of Errors or Questions About Your Bill: If you think your bill is incorrect, or if you need more information about a transaction on your bill, please call 1-800-492-4920 or the number on the back of your Card. You can also write us on a separate sheet of paper at the Customer Service address noted to the right. If you have a dispute concerning goods and services purchased with the Corporate Purchasing Card, you should contact the merchant directly. If you are unable to obtain resolution, please contact us at 1-800-492-4920.

When Contacting Us Regarding Errors or Questions: We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. When contacting us, please give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about.

Note: Your corporation, firm or organization may have its own policy or customized program, which takes precedence over any provision stated above.



Manage your Card account online at: www.americanexpress.com /checkyourbill



For all further inquiries, please call the number on the back of your Card.

If your Card has been lost or stolen, please call 1-800-492-4920.

International Collect: 1-336-393-1111.

Hearing Impaired Services: Dial Relay 711 and 1-800-492-4920.

Large Print and Braille Statements: 1-800-492-4920.



Customer Service P.O. Box 53611 Phoenix, AZ 85072-3611

48 m

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.

Centro Aistolante Cae L Citano 1436 Post Road Fairfield, CT 06624 Tel. (203) 255-1216 Order 5686 12/01/22 11.75 W Table TG1 Cast & Cervet 68 Juni

1 Salmon da lad	19,60
t Chap Chap Later	16.00
1 Chick Wrap (Cife)	4,42
2 3M Pelligrino	7.00

Taxable: 46.42

Sub-total: 46,42 Fax: 3,42

Total Due: 49.84

10ta | Due: 49.8

AMEX: Gratuaty:

52.84 9.00

Chad e Grazie - Visit us on me s www.centroristorante.com

Town of Fairfield American Express Reconciliation Voucher

5/14/2023	
Sands Cleary	
(Please Print)	
Health	
	Sands Cleary (Please Print)

ATTACH RECEIPTS AND AMEX STATEMENT TO BACK FOR ANY SINGLE PURCHASE EXCEEDING \$1,000, YOU MUST ATTACH THE PRINTOUT OF THE CFO'S PRIOR EMAIL APPROVAL.

MUNIS Account #	Vendor Name		Amount	Brief Description of Purchase - Attach Travel & Meeting Report If Applicable
01006010 - 55300	A 22 2 2 2	1		
Communications	Amazon	\$	(20.99)	Phone case returned
01006010 - 55300	Amazan	4		
Communications	Amazon	\$	48.20	Phone case and screen protector
10006010 - 5 8800	DT I amal Dia Mass	_		
MRC Rise	BT Lapel Pin Now	\$	301.50	Pin for recognition of MRC Covid Workers
01006010 - 56140	Hotel III II-	_		Room for unhabitable residence for two nights
Special Departmental	Hotel Hi Ho	\$	594.54	family was put in a hotel 60 Steep Hill Rd.
01006010 - 56150	D 4 -	_		Mailings for Condemnation Board Blight
Postage	Postage	\$	17.52	Hearings 101 condemnation board blight
TOTAL CHARGES:		\$	940.77	
Cardholder Signature:				If the cardholder is also the
Reviewed/Approved By:	5			Department Head, then you must forward this packet to the CFO for approval.
	Department Head - Sign Na	ime		
s	Sands Clean	Contract of the Contract of th		CFO Signature: Jaudgeline CFO Date Approved: 6/1>/23
	Department Head - Print Na	ame		CFO Date Approved: (12)123
Date Approved:				Ci O Date Approved. 6 [27] 25



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/gopaperless

Prepared For SANDS L CLEARY TOWN OF FAIRFIELD

Account Number XXXX-XXXXX4-22004

Closing Date 05/14/23

Page 1 of 2

Balance Previous Balance \$ New Charges \$ Due \$ Do Not Pay Other Debits S Payments S Other Credits 5 13.33 961.76 13.33 0.00 20.99 940.77 For important information CR regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920

Card Nu	Imber XXXX-XXXXX4-22004		Reference Code	Amount \$
05/02/23	CLDTKN AMZN MKTP US AMZ L11W64UH4 114-2507630-6718698109 ROC NUMBER L11W64UH4VE	N COM/BILL 05/02/23	W	-20.99 Credit
05/01/23	CLDTKN AMZN MKTP US*HM12T3G AMZ 7DPLTB4SW 114-2507630-6718698109 ROC NUMBER 7DPLTB4SWOUE	N.COM/BILL 05/01/23	W	48.20
05/05/23	BT*-LAPELPINNOW* STAFFORD REF# FPC8JF67 2815338932	TX 05/05/23	HRC	301.50
05/03/23	HOTEL HI-HO 02177002 FAIRFIELD FOL# 0000001252 LODGING ARRIVAL DATE DEPARTURE DATE 04/28/23 05/01/23 00 ROOM RATE \$176.50	CT 05/01/23	73011003123 Fees + Prof. Sovs	594.54
04/29/23	ROC NUMBER 0000001252 USPS PO 0834220143	CT 04/28/23	11814100207	17.52

CORPORATE DEDUCTION OF CREDIT BAL.04/26 Total for SANDS L CLEARY

> New Charges/Other Debits Payments/Other Credits

13.33 975.09 -20.99

Do not staple or use paper clips

Payment Coupon

04/26/23

Account Number Enter 15 digit account number on all payments.

SANDS L CLEARY TOWN OF FAIRFIELD 725 OLD POST RD **FAIRFIELD**

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email. Enter keyword or product number

Return/Refund Status





Spigen Tough Armor Designed for Galaxy... Color: Black \$20.99

Refund issued \$20.99 refund issued on May 2 2023 Return received on: May 15, 2023

Items you're returning





Spigen Tempered Glass Screen Protector [... \$16.99

Have an idea to help us improve? Send feedback is

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Let Us Help Yeti

Customer Service Shipping Rates & Policins Business FAQ Contact Us

Work with America.

Sell on Amazon Business Fulfillment By Amazon Advertise on Amazon Sett Services on Amazon Amazon Global Selling

Americas pola ons

Amazon Business app Amazon Business Solutions Manage Suppliers Purchasing Systems Amazon Business Card Pay by Invoice

Purchasing Line

Amazon Business Blog

Ducingas Settings

Add people Billing & shipping Manage your Budgets (Blanket PO) Buying Policies & Approvats

Tax Exemption & Licenses

System integrations

Buy wholesale Today's Deals Buy Again PPE for Work Request for quote



Somethic OR con This available of elections Arrazar Anglassa nga









Actionable Analytics for the Web

Amazon Services Selfservice Advertising Solutions

Artazon Payments Login and Pay Amazon

nesem Web Services Scalable Cloud Computing Services

Mechanical Turk Ondemand Scalable Workforce

Buy fo: Others Kindle eBook Bulk Buying Solution

Curricions of the Phone, than 8 hour in in article පා හි 1896-2023, Amazon com, Inc. or its affiliates

amazon.com

Final Details for Order \$114-2507630-6718613

Order Placed: May 1, 2023

Amazon.com order number: 114-2507630-6718619

Order Total: \$48.20

Shipped on May 1, 2023	
Items Ordered	Price
1 of: Spigen Tough Armor Designed for Galaxy S23 Case (2023) - Black Sold by: Spigen Inc (seller profile) Product question? (Ask Seller) Condition: New	\$20.99
1 of: Spigen Tempered Glass Screen Protector [Glas.tR EZ Fit] designed for Galaxy S23 Plus (2023) [Case Friendly] - 2 Pack Sold by: Spigen Inc (seller profile) Product question? (Ask Seller.) Condition: New	\$16.99
Shipping Address: Health Department Item(s) Subtotal	\$37.98
725 OLD POST RD FL 1ST Shipping & Handling	
FAIRFIELD, CT 06824-6684	
United States Total before tax	\$48.20
Sales Tax	\$0.00
Shipping Speed:	
One-Day Shipping Total for This Shipment:	\$48.20
	пинен.

Payment information		
Payment Method: American Express Last digits: 2004	Item(s) Subtotal:	\$37.98
Last digita, 2004	Shipping & Handling:	\$10.22
Billing address		
Health Department	Total before tax:	\$48.20
725 OLD POST RD FL 1ST FAIRFIELD, CT 06824-6684	Estimated Tax:	\$0.00
United States		
	Grand Total:	\$48.20
Credit Card transactions	American Express ending in 2004: May 1, 2023:	: \$48.20
	7 Theream Express ending in 2004. May 1, 2023:	⊅ ⁴

To view the status of your order, return to Order Summary .

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Flynn, Andrea

From:

Huynh, Kim

Sent:

Thursday, June 8, 2023 8:13 AM

To:

Flynn, Andrea

Subject:

FW: LapelPinNow - Order # 883885612 Receipt

Hi Andrea,

Below is the online invoice for the pins. Thank you.

From: Cleary, Sands <SCleary@fairfieldct.org>

Sent: Thursday, May 4, 2023 3:49 PM **To:** Huynh, Kim <KHuynh@fairfieldct.org>

Subject: FW: LapelPinNow - Order # 883885612 Receipt

From: LapelPinNow.Com <sales@lapelpinnow.com>

Sent: Thursday, May 4, 2023 3:28 PM **To:** Cleary, Sands < <u>SCleary@fairfieldct.org</u>>

Subject: LapelPinNow - Order # 883885612 Receipt



Thank you for your interest in <u>LapelPinNow.Com</u> products. A tracking number will be emailed to you once it has been generated.

Order Detail

Order ID: 883885612 Date Added: 05/04/2023

Payment Method: Pay by Check/PO

Email: scleary@fairfieldet.org Telephone: 2032563020

Login Here

Instructions

Make Payable To: Stealth Mode Three

Send To: Stealth Mode Three 14019 SW Freeway Suite 301-245

Instructions

Sugar Land. TX 77478 Your order will not ship until we receive payment.

Billing Address

Shipping Address

Sands Cleary 725 Old Post Road Fairfield, Connecticut 06824 United States

Sands Cleary 725 Old Post Road Fairfield, Connecticut 06824 United States

	Product	Quantity	Price	Total
				- 1
ft Enamel Pin				

Soft

- Pin Shape: Round Lapel Pin - Metal Color: Glossy Gold Plating

- Pin Size: 1.00 inch

- Fixing: Butterfly/Military Clutch - Packaging Preference : PVC Bag

- Artwork Type : Front - Upload my Artwork

- File: Front File-1

- Instruction: Front - Gold outer circle with navy blue lettering. In navy blue on top-FAIRFIELD HEALTH DEPARTMENT In navy blue on bottom- 2022-2022 In red of inner circle on bottom- COVID-19 RESPONDER 2 Navy blue stars in the middle of gold circle Inner circle is a white background with graphic in the center

- Delivery Date: 05/19/2023

Sub Total \$301.50

\$2.01 \$301.50

150

Shipping \$0.00

Total \$301.50

If you'd like to unsubscribe and stop receiving these emails click here.



Hotel Hi-Ho

Lagnese, Glorianne 60 steep hill rd Southport CT 06890

Invoice Date: 05-03-2023 Invoice Number: 53700 Arrival Date: 04-28-2023 Departure Date: 05-03-2023 Room Number: 202 Confirmation Number: 140801 Invoice Currency: USD

Hotel Hi-Ho 4180 Black Rock Turnpike Fairfield, CT 06824

Date of Charge 04-28-2023 04-28-2023 04-29-2023 04-29-2023 04-30-2023 05-01-2023 05-01-2023 05-02-2023	Charge Description Room Charge Room Occupancy Tax Room Occupancy Tax Room Occupancy Tax Room Charge Room Occupancy Tax	Charge Amount \$189.00 \$28.35 \$239.00 \$35.85 \$139.00 \$20.85 \$139.00 \$20.85 \$139.00 \$20.85	Credit Amount
04-28-2023 05-02-2023	Visa Payment XXXXXXXXXXXXX0203 American Express Payment XXXXXXXXXXXXXX004		\$217.36 \$594.54
05-02-2023 05-03-2023	Visa Payment XXXXXXXXXXXXX0203 Visa Payment XXXXXXXXXXXXX006		\$140,00 \$19.85
		Total Charge Total Credits Net Amount Balance Room Occupancy Tax	\$971.75 \$971.75 \$845.00 \$0.00 \$126.75

Thank you for being our guest. We hope to see you again soon!



FAIRFIELD 1300 POST RD STE 5 FAIRFIELD, CT 06624-9998 (800)275-8777

		02:46 PM
Qty	Unit Price	Price
2	\$0.63	\$1.26
0 oz =	te	\$0.63
)))))()((4.4	\$4 15
		\$3,35
2 JOU	1 0034 /2	\$8,13
890 O oz ry Dat	(e	\$0,63
	9003628	\$4.15
		\$3.35 21 12
2 300-	1 0004 70	\$8 13
		\$17.52
35 07 10801 RESS		\$17.52 hip
	2 1 0 oz=1 1 Dat 23 000138 2 5804 1 890 0 oz ry Dat 23 000138	Price 2 \$0.63 1 G oz Ty Date 23 600139003611 2 5804 6034 75 1 890 0 oz ry Date 23 000139003628 2 5804 0034 75 AXXXXXX2004 85 07 10801 C STRING COMMENT OF THE STRING

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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Ail sales final on stamps and postage. Refunds for guaranteed services only. Thank you for your besters only.

5

Simpson, Cathleen

From:

Cleary, Sands

Sent:

Wednesday, June 28, 2023 3:58 PM

To: Cc:

Schmitt, Jared Simpson, Cathleen

Subject:

RE: Credit Card Reconciliation

HI Jared,

Yes the case was for a new town phone for me.

Regarding the shipping cost, that is for the two items ordered (phone case and screen protector). I had to get the new phone since my previous town phone was so old that Sprint's network could no longer support it and they discontinued its service. I had ordered that case but it was the wrong size and it was returned/refunded. I did order a 2nd new case ordered in an effort to protect the new phone as my previous phone was slightly damaged in the first few days that I had it prior to getting a case so I did not want that to happen again. That 2nd case was inadvertently charged to Santina Jaronko's card as her card was last used on our Amazon account and I did not pick up that it was not my card being charged. I will consider other options in the future as suggested.

Regarding the hotel costs, the Police executed a search warrant on April 28th at 60 Steep Hill Lane due to animal care violations and requested the Health Department asses the home for habitability. Our department declared the home as unfit for human habitation and required the occupants to move out until the issues were corrected. In such cases when a municipality takes away a family's residence due to an enforcement action, the town is obligated to ensure and/or provide relocation benefits. The family indicated they did not have the means to pay for a hotel and therefore we paid for them to stay at a hotel for two nights. While the Town paying for relocation benefits does not happen often, we probably do declare 3-4 homes per year as unfit for habitation and each of those has the potential to obligate the Town to pay relocation benefits. In some cases the occupants can stay with family, in others the occupant is in the hospital then a nursing home and in some the landlord pays for the hotel. The Town is obligated to ensure relocation benefits are provided and if necessary to pay for them.

In the email below, I notified Brenda, Jackie, Jim Baldwin and Social Services of the potential relocation need. In addition, I believe I may have had a discussion with Frank about this on that day and a talk about it with Cathleen around that time explaining the expenditure.

From: Cleary, Sands

Sent: Friday, April 28, 2023 12:38 PM

To: DeMarco, Julie <JDEMARCO@fairfieldct.org>; Baldwin, James <jbaldwin@cbklaw.net>; Johnson, Malinda

<MJohnson@fairfieldct.org>

Cc: Kupchick, Brenda <BKupchick@fairfieldct.org>; Bertolone, Jackie <JBertolone@fairfieldct.org>; Guerrera, Robert

<RGuerrera@fairfieldct.org>

Subject: 60 Steep Hill Rd Southport - Unfit for Habitation

I wanted to make you aware that that in relation to a Police/Animal Control search warrant executed today, the Health Department was contacted and made a determination that the above dwelling was unfit for human habitation. This has been conveyed to the owners verbally and we are in the process of delivering the order. Relocation to a local hotel has been offered if they do not have the means to pay for it themselves. As I understand it there are 4 adults living in the home one of which is a 91 year old woman. Our inspectors are working with them on describing the work that needs to occur for re-occupancy. There is a significant animal issue, with numerous dogs and cats being removed from the home,

that may delay things as well. Asst. Director for Environmental Health Rob Guerrera is taking the lead on the unfit for habitation issue for our department.

Respectfully,

Sands Cleary

I will forward the new form to our secretary to ensure it is used with future reconciliations.

Please let me know if you have additional questions.

From: Schmitt, Jared <JSchmitt@fairfieldct.org>
Sent: Wednesday, June 28, 2023 11:03 AM
To: Cleary, Sands <SCleary@fairfieldct.org>
Cc: Simpson, Cathleen <CSimpson@fairfieldct.org>

Subject: Credit Card Reconciliation

Sands,

After reviewing your credit reconciliation for April and May, here are few comments:

- I assume the cell phone case was for a Town phone. Please confirm?
- The shipping cost for the phone case was very high (\$10.22). Please consider other options for purchase of goods in the future, factoring in the shipping charge as well.
- Why did you pay to put a family in in the Hi Ho for two nights? Do you normally do this? What were the circumstances?
- On a technical matter, please use the new form (attached with samples) to complete future reconciliations.

Let me know if you have any questions.

Thanks,

Jared Schmitt

Chief Fiscal Officer

Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824

203.256.3032

TOWN OF FAIRFIELD AMERICAN EXPRESS RECONCILIATION VOUCHER - 2023 Please complete both pages

DEPARTMENT / NAME OF CARDHOLDER:Li	brary /	Jarzombek, Scott	
DATE OF AMEX STATEMENT:	5/14/2023	DATE SUBMITTED:	5/24/2023

VENDOR*	ACCOUNT			ITEMIZED PURCHASE &	
	8		AMOUNT (PRIOR EMAIL	JUSTIFICATION*	
			APPROVAL FOR PURCHASES		
			\$1,000 OR MORE MUST BE		
			ATTACHED TO THIS FORM)		
		777		Library materials - Library of	
C+oples		7010 56180	626.31		
Staples		7010 30100	620.51	Timigs	
				,	
			* working on getting tax		
	30		refunded on next bill		
			Teranded on next bin		
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			-		
	-				
			. 8		
	190				
		10			
		TOTAL	626.31		

JUSTIFICATION REQUIRED:

- DESCRIPTION OF PRODUCT, PURPOSE, WHY THE ITEM WAS ORDERED ON THE CREDIT CARD RATHER
 THAN THROUGH THE PURCHASING/BIDDING PROCESS OR A PINK VOUCHER. FOR TRAVEL, MEETINGS
 AND MEALS, PLEASE REFER TO THE NECESSARY REQUIRED INFORMATION OUTLINED ON YOUR SIGNED
 CREDIT CARD POLICY AND COMPLETE THE ATTACHED MEETING & MEAL BACKUP IF APPROPRIATE..
- IF ANY OF THE ABOVE INFORMATION IS NOT INCLUDED, THE RECONCILIATION VOUCHER WILL BE RETURNED TO THE CARDHOLDER FOR IMMEDIATE COMPLETION.
- ALL SALES RECEIPTS MUST BE INCLUDED WITH THIS VOUCHER.
- IF THE TOWN PAYS THE INVOICE PRIOR TO THE SUBMISSION OF JUSTIFICATION DETAILS AND RECEIPT/BACKUP, THE CARDHOLDER MAY BE SUBJECT TO DISCIPLINE, UP TO AND INCLUDING TERMINATION, LOSS OF CREDIT CARD PRIVILEGES AND/OR REPAYMENT TO THE TOWN FOR THE PURCHASE(S), OR OTHER LEGAL ACTION.

LATTECT THAT MONE OF THESE PURCE STATES
I ATTEST THAT NONE OF THESE PURCHASES HAVE BEEN SPLIT TO AVOID TOWN BIDDING AND/OR APPROVAL
REQUIREMENTS, NOR DO ANY OF THESE PURCHASES CIRCUMVENT PROPER PURCHASING POLICIES.
Ell Pis
CARDHOLDER: DATE:
ADDROVED FOR DAYS AFTER DIS
APPROVED FOR PAYMENT BY:
41172
DEPARTMENT HEAD.
DEPARTMENT HEAD:DATE:DATE:DATE:
(OR CFO IF CARDHOLDER IS A DEPARTMENT HEAD)
+ 124/23
(THE ABOVE TIMO SIGNATURES ARE REQUIRED)
(OR CFO IF CARDHOLDER IS A DEPARTMENT HEAD) (THE ABOVE TWO SIGNATURES ARE REQUIRED) (THE ABOVE TWO SIGNATURES ARE REQUIRED)

OVERLAPPING POLICIES AND RULES:

TOWN TRAVEL & MEETING POLICY, PURCHASING POLICY, FRAUD POLICY, ETHICS POLICY, EMPLOYEE OATH, CHARTER



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

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Prepared For SCOTT C JARZOMBEK TOWN OF FAIRFIELD

Account Number XXXX-XXXXX5-82005

Closing Date 05/14/23

Page 1 of 2

Balance

Previous Balance \$ New Charges \$ Other Debits \$ Other Credits \$ Payments \$ 0.00 626.31 0.00 0.00 0.00

Due \$ Do Not Pay 626.31 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

Activity

Date reflects either transaction or posting date

Card Nu	mber XXXX-XXXX	X5-82005		Reference Code		Amount \$
05/11/23	STAPLES 00472	PUTNAM	СТ	32711677400		250.26
	327116774	06824- 05	5/10/23		1 180	
	REED INSTRUMENTS	RECEPTACLE TESTER			7010 56 180	
	REED INSTRUMENTS	ULTRASONIC LEAK DE				
	REED INSTRUMENTS	COMPACT MULTIMETER			-	т <u> </u>
	REED INSTRUMENTS	LASER DISTANCE MET			Library of 7	MINRS
	ROC NUMBER 327116	774 TAX	\$14.94			
05/11/23	STAPLES 00472	PUTNAM	CT	32711682300	17 fc	376.05
	327116823	06824- 05	5/10/23	JE! ! ! USE 000	7010 56180	010.00
	GARRETT ACE 200	METAL DETECTOR BLAC	3/10/20		-1.77	l.
	ROC NUMBER 327116		\$22.45		7010 56186 Librar 9)T	ne gro

Total for SCOTT C JARZOMBEK

New Charges/Other Debits Payments/Other Credits

626.31 0.00

Do not staple or use paper clips Payment Coupon

Account Number Enter 15 digit account number on all payments.

SCOTT C JARZOMBEK TOWN OF FAIRFIELD 725 OLD POST ROAD **FAIRFIELD**

CT 06824-6689

See reverse side for instructions on how to update your address, phone number, or email.

☐ Staples.

ltem#	Item Description	Price	Quantity	Discounts	Subtotal	
24552209	Reed Instruments Laser Distance Meter (R8005)	\$58.99	1	-\$1.04	\$57.95	
24476789	Reed Instruments Compact Multimeter with NCV (R5099)	\$56.89	1	-\$1.01	\$55.88	
24355071	Reed Instruments Ultrasonic Leak Detector (R9100)	\$110.39	§ 1	-\$1.95	\$108.44	
24476792	Reed Instruments Receptacle Tester (R5210)	\$13.29	1	-\$0.24	\$13.05	
Method of p	payment			Subtotal:	\$239.56	
AMEX endin	g in *2005 - \$250.26			Discounts:	-\$4.24	
		lo _o	S	hipping/Fees:	\$0.00	
			_	Tax:	\$14.94	
				- Total:	\$250.26	



Order# 9981796945

Order placed: May 10, 2023

	Invoice # 327303	875	2	
	CHARGED on May 15	, 2023		
	Item(s) Shipped			
ltem#	Item Description	Price Quan	tity Discounts	Subtotal
24011398	Sun Joe 2030 PSI 1.76 GPM 14.5-Amp Electric Pressure	\$247.39	1 -\$4.38	\$243.01
	Washer with Pressure-Select Technology (SPX4000)			
Method of	payment ng in *2005 - \$258.44		Subtotal:	\$247.39
			Discounts:	-\$4.38
			Shipping/Fees:	\$0.00
			Tax:	\$15.43
			Total:	\$258.44

Invoice # 327116823 CHARGED on May 10, 2023

Item(s) Shipped

Item#	Item Description	Price	Quantity	Discounts	Subtotal
24531002	Garrett ACE 200 Metal Detector, Black/Orange (1141070)	\$179.99	2	-\$6.38	\$353.60
Method of I	•			Subtotal:	\$359.98
AMEX endir	ng in *2005 - \$376.05			Discounts:	-\$6.38
			 ≨	Shipping/Fees:	\$0.00
				Tax:	\$22.45
				Total:	\$376.05

Invoice # 327116774 CHARGED on May 10, 2023

Item(s) Shipped

Simpson, Cathleen

Г	
From:	

Simpson, Cathleen

Sent:

Wednesday, June 28, 2023 12:29 PM Jarzombek, Scott; Schmitt, Jared

To: Subject:

RE: AEMX Reconciliation

Hi Scott,

Thanks for taking the time to speak with me about this.

We (Purchasing, Finance and HR) are putting together some training sessions for Department Head credit card holders and then separate ones for those assigned to Department Heads with credit cards. You are correct that there is confusion and a need for discussion on basic purchasing practices, including credit card dos/don'ts, and related matters. We are committed to having better onboarding for those who have purchasing responsibilities. I so appreciate your input and understanding.

Best,

Cathleen

From: Jarzombek, Scott <sjarzombek@FPLCT.ORG>

Sent: Wednesday, June 28, 2023 9:30 AM

To: Schmitt, Jared <JSchmitt@fairfieldct.org>
Cc: Simpson, Cathleen <CSimpson@fairfieldct.org>

Subject: Re: AEMX Reconciliation

Jared,

I've attached a memo I intended to connect to the June AMEX reconciliation. This will explain the purchases. I was told by staff that the message was unnecessary. Please attach it to the June form.

I want to address a few things.

Training- As a new department head received no training on credit card reconciliation since starting. I was never even told I would have a card during onboarding.

Past Practice- The May form followed the same format and process in the past.

Duel Signature- I found this practice strange, but that was what I was instructed to do.

June Form- You will receive the June form for the second time. I had mine sent directly to you and was told by your office it was lost. Please use the memo and supporting documents I've attached for that form. In the future, who do I send my form to?

A process document would be welcome. We sometimes receive conflicting information. We strive to get it right.

From: Schmitt, Jared

Sent: Tuesday, June 27, 2023 2:42:50 PM

To: Jarzombek, Scott **Cc:** Simpson, Cathleen

Subject: AEMX Reconciliation

Hi Scott,

I received your May AMEX reconciliation voucher. Please note the following few points for this and future reconciliations:

- I appreciate your note that you are following up to get the sales tax refunded. If you require any assistance from my office or the purchasing department, please let us know.
- You effectively provided no justification for the items purchased. Especially in this case where the need for the purchase (for a library) may not be readily apparent a short description of the reason for the purchases is important. What is the reason for purchasing a metal detector? Why did you purchase various other detectors and meters? Did you inquire with any other department to find out whether or not they may have such items that you could borrow?
- It appears that both signatures on the form are your signatures. In your case, when you are both the cardholder and the department head, you should sign as the cardholder, and I will sign on the second line as the CFO, as noted on the attestation.

Let me know if you have questions.

203.256.3032

Fairfield, CT 06824

Thanks,

Jared Schmitt

Chief Fiscal Officer

Simpson, Cathleen

From:

Jarzombek, Scott

Sent:

Wednesday, June 28, 2023 9:30 AM

To: Cc:

Schmitt, Jared

Subject:

Simpson, Cathleen Re: AEMX Reconciliation

Attachments:

AMEX June Memo.pdf; Library of Things OPS Report attachment 1.pdf

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Let me know if you have questions.

Thanks,

Jared Schmitt
Chief Fiscal Officer

Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824

203.256.3032

What Are These Things Doing in the Library? How a Library of Things Can Engage and Delight a Community

by Brendan Lax
Collection Development Librarian,
Hillsboro Public Library
brendan.lax@hillsboro-oregon.gov



Brendan Lax has worked at the Hillsboro Public Library since 2009, where he selects and maintains a number of collections, including the graphic novels, AV, board games, video games, and the Library of Things. His work life focuses on creating relevant and accessible collections for his community, and finding innovative ways to expand the reach of the library and promote its resources through digital engagement. Prior to working in libraries, Brendan was chief steward on an ocean-going tugboat.

On the surface, the difference between a Library of Things collection and any other collection in the library lies in the materials. We see traditional library collections as books, periodicals, sound recordings, video recordings, and the digital versions of these formats. A Library of Things can be anything beyond this, from air fryers and board games to fishing poles and Arduino kits. But if you look more closely, you begin to see that a Library of Things engages a community in a fundamentally different way than many of our traditional collections do. Through this unconventional engagement, libraries with special collections find new ways to have a meaningful impact on their communities. Good library collections do a number of things: they teach and instruct; they are representative and inclusive; they provide equal and open access to information; and they entertain. Special collections can certainly do all this, but they also afford us a unique opportunity to interact with our patrons through the materials we lend out. Certainly, some of the excitement for starting a Library of Things comes from the freedom to experiment and try out new models of lending, but there is the additional responsibility for us to make sure these collections are in alignment with the needs of our communities. When the Hillsboro Public Library was deciding on what to include in our collection of Things, we carefully considered our library's mission and strategic goals, asked our patrons what they wanted to see in the collec-





Library of Things items "in," including a rack of cake pans and a white board where people can write what they would like to see us add.

tion, and did our best to ensure that these items would be as accessible as possible. Once the collection launched, we discovered that a Library of Things begins a dialogue with patrons, as they share with us their feedback, experiences, and ideas. We started hearing about the projects people were working on, what tools they needed, and what items they had lying around their homes that they wanted to donate to us for other people to use. While circulation numbers can tell part of a collection's story, what really informs the success of a Library of Things and the impact it has on a community is how much the people we serve embrace it and make it their own.

Hillsboro Public Library's initial move into non-traditional items began innocently enough. Many public libraries have long had non-traditional niche collections, like puppets or early learning toys. In 2014, we started experimenting with some new types of items, adding Arduino kits, board games, and cake pans to our circulating collections. We had received the Arduino kits as a donation, and it seemed like a great opportunity to see how a kit with many different parts and pieces would circulate. The West Slope Library, part of our county cooperative, had already successfully experimented with circulating board games and this inspired us to do the same. Bakeware had shown to be a popular experimental collection at other public libraries, and we decided it would be useful to provide them at both our branches. Initially there was no concerted effort to fundamentally change the way public libraries work, or to be part of a larger library trend or movement. We just wanted to offer some engaging and educational collections to our patrons.

As we were experimenting with these collections, Sacramento Public Library was just getting started with what they were calling the Library of Things, a name borrowed from a non-profit in the UK. Wanting to see how they were making this work, another colleague and I headed down for a visit, adding in a side trip to the bay area to see the Berkeley Public





Screenshot of @book.nosed post on Instagram showing the cake she baked. From: https://www.instagram.com/p/BuCsvkmn_r9/

Library and Oakland Public Library tool lending collections. I was already familiar with the local tool libraries in Portland, but was staggered to see public libraries circulating thousands of tools, and realize they had been doing this for decades. When we saw these collections, we realized that the little thing we had started at the Hillsboro Public Library could be the core of something a lot bigger, something with the potential to generate meaningful change in our local community. Seeing how well-used and appreciated these special collections were in California, it became clear, given the right access to the right materials and resources, special collections can transform a community.

What Kind of Deep Fryer and How Many Banjos?

Determining the scope and contents of this new collection was exhilarating and freeing, but also daunting. We were, after all, venturing into uncharted territory. For ideas of what to include in the collection, we examined what was on the shelves at other libraries, like Sacramento, Berkeley, and the Ann Arbor District Library (which was getting praise for their robust collection of musical instruments and audio gear). We also surveyed our staff, patrons, and community members, asking them what they would want to check out from a library if it could be almost anything.

With our new Library of Things, we wanted to know how we could positively impact our community. To do this we grounded the collection in our library's strategic plan. Specifically, we tied this collection to our strategic goals of providing new and popular materials that "stimulate the imagination and provide leisure activities and experiences," and promoting lifelong learning by offering the resources for patrons to explore topics of personal interest. Additionally, with our library's mission statement being *For Everyone*, we had a need to minimize as many barriers to access as possible. We wanted to ensure our community had equitable access to materials and items which they might not normally encounter in their day-to-day lives. One big step towards accomplishing this was by placing very few limits on how the items circulated, not requiring any waivers, and making a determined effort not to



Facebook screen shot from: https://tinyurl.com/y5nwz85l

be punitive with fines and fees. Finally, for items to be considered candidates for the collection, they had to pass a test. Selection criteria were developed to make sure each item we added supported our community and our strategic goals. We wanted the collection to:

- · Promote experiential learning
- · Support creativity and making, and empower patrons to do it themselves
- · Provide access to resources patrons might not normally have contact with
- Generate more awareness about new and emerging technologies and ideas
- Foster better-informed consumers and support local businesses by giving patrons a chance to try out something before making a decision to purchase
- Create connections within our community by exploring shared interests and collaborating
- · Help facilitate the serendipitous discovery of new and exciting things at their library

Before our official launch, we had to overcome some very practical obstacles. Every item needed to be cataloged, packaged, and labeled. Our technical services personnel rose to the occasion, finding ways to make disparate things of unpredictable size fit within the limitations presented by library shelving and the movement of our materials. Our name and identity also needed to be decided. Fortunately, Sacramento Public Library was more than





Patron uses Makey Makey to make bongo drums from bananas.

happy to share the name Library of Things. It's one of those phrases that could be construed as meaningless—isn't everything a Thing?—but ultimately, it conveys our vision for this collection to our patrons, a collection of anything and everything. With this name, a new logo, and some photos, we created a brand identity that is fun, compelling and easy to spot. The right branding and publicity are critical to ensure people take notice of a Library of Things and make good use of it.

Since launch, the day-to-day workings of our Library of Things presented ongoing challenges. Recently, I found myself laying out a 10' x 10' green screen cloth on the floor of our technical services area and removing an excessive amount of dog hair with a lint roller. Several hours later, I was using a letter opener to scrape congealed oil and salt from the crevasses of a commercial popcorn popper, trying to clean out as much as I could to prevent corrosion of the internal wiring. In the same week, we had a third therapy light stolen, a patron vented to me about the expense of 9v batteries, and I had more than one item appear on my desk for repair with a note saying "smells like cat urine." But what helped me persevere and feel that my time was being well spent was knowing that because of these extra efforts, patrons in Hillsboro get to have something special, something unique to our community that at once fills a need and brings a smile.

One Thing Leads to Another: Measuring the Success of a Library of Things

Evaluating the impact of our Library of Things outside of the standard circulation statistics is no easy feat. Five years in, with almost 1,000 items in the collection and over 60,000 circulations, we know the collection is popular and well used. Seeing 30 people on the waitlist for mochi makers, we can determine that people in Hillsboro either really like mochi, really enjoy experimenting in the kitchen, or both. But we needed to hear from



Tabling at PlanetCon 2019 in Hillsboro, Oregon, Facebook: https://tinyurl.com/y3hfnqvt

our community members to get the rest of the story, to understand how and why they are using these resources. Stories from patrons who have discovered and used our collection give us some of that insight. We've had photos shared with us of people gathered around chocolate fountains, decorating cakes, crocheting doilies, and making banana bongos with microcontrollers. We've heard stories from people thanking us for giving them the tools they needed to repair their home, digitize old home videos, learn to program an Arduino microcontroller, and find buried treasure in their backyard. Hearing about our patrons' experiences gave us that first bit of dialogue between a library and its community that a Library of Things so uniquely provides. Another part of the dialogue involves finding ways to collaborate with our community to develop the collection further. From the start we heard from many people who want to share projects they are working on, to explain why they wanted us to add an item or tool they needed. We put large dry erase boards where patrons could write in what they wanted to see in the collection, and soon we had purchase suggestion lists that contained hundreds of potential items. And people really wanted to donate to the collection, to contribute their underused belongings to the library in the hopes that they would find new life in the hands of their fellow community members. Selecting for the Library of Things became a back and forth process, and to this day it is constantly adapting to the changing needs of our community.



Screenshot of our Library of Things tattooing kit video for April Fool's Day 2017. Facebook post: https://www.facebook.com/HillsboroPublicLibrary/videos/1481372988597353/

While the Library of Things provides people with the items or resources they need to learn a new skill or complete a project, it is also true that patrons need to be self-reliant while learning to use that tool or item. A makerspace is the ideal complement to the Library of Things, providing a physical space for the community to gather and learn together, using a lot of the same tools and resources that you find in a Things collection. It is nice to come into one of our Fibers and Fabric meetups and get help learning how to use a sewing machine from fellow patrons, and then have the option to check out a sewing machine to complete your project at home. The popularity of the makerspaces in our library branches emphasizes the need people in our community have to share what they know and to learn from others. It reminds us that while we can empower people simply by putting the tool they need into their hands, often the best learning happens when people mentor each other and work together.

Beyond Hillsboro, it has also been great helping bring this new lending model to libraries around Oregon and the rest of the country. I have often spoken at conferences and emailed with other libraries, relaying my experiences and helping them take those first few steps towards Thing-dom. And while they are right to wonder what sort of impact a tool or a Things collection will have on their technical services staff, their circulation procedures, and their collection budget, I do my best to convey that the potential good far outweighs the challenges that may come up. I've watched the Library of Things movement grow leaps and bounds since we got started in Hillsboro, and it's been very rewarding seeing these types of lending libraries popping up all over the US, Canada, Mexico, Australia, and Europe. There have been several international Lending Library Symposiums in the last few years, with talk of the next one being held in Reykjavik for 2020. These conferences give likeminded people looking to affect positive change in their communities an opportunity to meet and share their experiences and ideas. After seeing firsthand the transformative power nontraditional library collections have on a community, it's easy to see why this movement



Patron bakes a snowflake cake, from post: https://www.instagram.com/p/BQGijD9lYlO/

is taking hold and growing. Certainly, tool and Thing libraries help create a more sustainable future for us all by providing a better way to share resources, promote reuse overconsumption, and contribute to the circular economy. But they also have the ability to empower communities, to give people the access and opportunity to learn how to do something new, to fix and repair their homes and belongings, and to improve themselves in ways they never thought possible at their local library.

A Library of Things is a powerful tool for engagement and change, and can accomplish much more than we ever anticipated when we started in 2014. It can be as simple as a patron getting a new library card and being astonished to discover the Library of Things, becoming excited by what a library can do for them and going out into the community as a public library advocate. Perhaps a non-library user might see a media article or one of our

silly Thing videos shared on social media and wonder if it's time to return to the library and see what they have been missing. They might feel like the library is being supportive and responsive by inviting them to engage with the Library of Things and to participate in how it expands and grows. Or maybe a patron checks out a disc golf set and uses the disc golf course map to explore places around our city and county they would normally never have seen, coming back to the library to tell staff their journeyed stories. One of the best indications of success for a library collection is seeing a community fully embrace it and make it their own, to allow it to change and improve their lives. With Hillsboro's Library of Things, we have accomplished this, while still leaving lots of room for the collection to change and grow along with the people we serve.

Resources

Hillsboro Public Library's strategic plan, 2014-17: https://tinyurl.com/y3uo2we7

Website for Hillsboro's Library of Things: https://www.hillsboro-oregon.gov/libraryofthings

Wikipedia entry for "Library of Things": https://en.wikipedia.org/wiki/Library_of_Things

Library of Things video playlist: https://tinyurl.com/y2qjrja9

Hillsboro Mayor Steve Calloway and City Council sing "My Favorite Things" at the State of the City address in 2017: https://tinyurl.com/y58gs3so





To: Finance

Subject: June AMEX Reconciliation

Library staff has been tasked to research, draft process, and begin collection development for the library to add a "library of things." This is a unique collection of items patrons can borrow, including but not limited to instruments, tools, and recreational items.

There are several charges on this statement purchasing such items.

Regional libraries like Westport, New Haven, and Fairfield University have had such a collection for some time now. We hope to launch this initiative sometime this summer. An article explaining the "library of things" concept is attached.

Scott Jarzombek

Town, Librarian

1080 Old Post Road

Fairfield, CT 06824

Simpson, Cathleen

From:

DeMarco, Julie

Sent:

Monday, June 26, 2023 2:25 PM

To:

Simpson, Cathleen

Subject:

HR Review

Attachments:

Back Up Human Services.pdf

HI Cathleen -

Here are the basics. I see that the charges in question don't have my name on the order – we'll make sure that doesn't happen again. The continuing ed is a little tricky because those who attend have to be on the tickets.

Let me know if you need more.

Julie

- 1/11/19 Child and Family \$150 SW continuing education
- 1/3/19 CT Women's Hamden \$170 SW continuing education
- 12/21 The Pantry \$200.77 staff meeting with lunch
- 12/18 FFld Parks Recr \$375 facility rental for social services comedy night fundraiser for campership
- June 16 2022 \$434.45 Father's Day Lunch Luigi's lunch for senior's for Father's Day
- June 17, 2022 Walmart \$350.61 program supplies (plastic tablecloths, plastic silverware, pickleballs, ice cream cups)
- 7/23/21 Amazon 483.92 supplies for at-home activity kits for social services families camps were cancelled due to COVID so we made activity bags which included games, art supplies, sport equipment
- 8/5/21 CGI Canvas \$735.06 canvas photos for hallway decorations
- 7/24/21 Michael's \$168.44 frames for posters for classrooms and building
- 7/29/21 Panera \$210/40 staff meeting/training
- 8/11/21 Prime video \$15.94 mistaken charge disputed and refunded
- 8/5/21 Walmart \$164.47 frames, playing cards for homebound senior bags
- 7/30/21 Walmart \$188.79 supplies for homebound seniors emergency hurricane/storm kits

Cathleen F. Jimpson
Human Resources Director
Town of Fairfield
Outlivan Independence Hall
725 Old Post Road
Fairfield, CT06824
(475) 350-6002

Simpson, Cathleen

From:

Simpson, Cathleen

Sent:

Tuesday, June 20, 2023 2:38 PM

To:

DeMarco, Julie

HR Review

Subject: Attachments:

Back Up Human Services.pdf

Hi Julie,

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase due to lack of training and/or sufficient notice, we are seeking that information from those prior submissions that may be unclear. We recognize that the Finance Department approved these purchases. Accordingly, there is no presumption that of misconduct; however, we are seeking more detail from Town credit card holders for our report.

As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason. As the one who prepares the reconciliation reports for this department, could you kindly identify the business purpose for the items listed below. I have attached back up as well to assist you with this request.

If you have no direct knowledge of why the purchase was made as you did not make the purchase or approved the purchase, you can indicate N/K. You do not have to very detailed with your responses. For instance identifying the reason for the purchase as "meeting", "event", "training", "subscription for Town related business", etc. is sufficient. Thank you for your assistance with this and if you have any questions, please do not hesitate to contact me. I note that you are out of the office until June 26th so we can follow up on this upon your return.

- 1/11/19 Child and Family \$150
- 1/3/19 CT Women's Hamden \$170
- 12/21 The Pantry \$200.77
- 12/18 FFld Parks Recr \$375
- June 16 2022 \$434.45 Father's Day Lunch Luigi's
- June 17, 2022 Walmart \$350.61
- 7/23/21 Amazon 483.92
- 8/5/21 CGI Canvas \$735.06
- 7/24/21 Michael's \$168.44

- 7/29/21 Panera \$210/40
- 8/11/21 Prime video \$15.94
- 8/5/21 Walmart \$164.47
- 7/30/21 Walmart \$188.79

Cathleen H. Gimpson
Human Resources Director
Town of Fairfield
Gullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

Town of Fairfield Finance Department

Reconciliation Voucher Sheet

Department:	HS	Senio	r den Ter
Date:	1-13	5-19-	06050

General Ledger Account Number	Amount
The Child of Jamily - Conf -010-58100	150.00
Ct Wamen's Cary - 1010 - 58100	170.07
The Pantry - 016-27930	1.1 200.77
Fairfuld Patholee - 010-27930	90 375.00
V	19/10
110	
,	
TOTAL:	\$ 895,77

Approved for Payment by:

Statement and Receipts Attached

AMERICAN EXPRESS

Help Log Out

10012 E1001 Statements & Activity

Good morning, Julie | Member Since 2018 Corporate Purchasing Card (ending -51001)

Payments Account Services Benefits

Current Statement

Search

Spend Manager (SM) Manage Receipts

Expense Report

Spend By: Category

Filtered By: All Categories

Table View

Other

\$695.00

Merchandise & Su...

\$200,77

SHOWING YOUR CATEGORIES

Note: Data shown does not include Pending Charges or Payments.

TOTAL:

\$895.77

Billing Statements & Documents Trends Summary Posted Transactions Preview New Version DESCRIPTION DATE AMOUNT **JAN 11** THE CHILD AND FAMILY BRIDGEPORT CT \$150.00 JAN 3 CONNECTICUT WOMENS C HAMDEN CT \$170.00 DEC 21 THE PANTRY - NEW HAV FAIRFIELD CT \$200.77 DEC 18 CORPORATE REMITTANCE RECEIVED 12/18 -\$3,119.47 DEC 18 FAIRFIELD PARKS RECR FAIRFIELD CT \$375.00

1 - 5 of 5 Transactions

VIEW YOUR BILLING STATEMENT FOR THIS PERIOD

Previous Balance as of 12/13/18 \$3,119.47 -\$3,119.47 Charges,\$0.00

New Balance

...\$895.77

Closing Date: 01/13/19

Do Not Pay

Pay Bill





3ill To

Ship To 3igelow Center

airfield

Merando, Janet

LOO Mona Terrace

203 256-3166

The Pantry 1580 Post Rd. Fairfield, CT 203-259-0400 www.thepantry.net

Catering Invoice # INV-005571

Thank you for your business. We hope you enjoy every bite! "Good Food Starts Here"

DELIVERY WINDOW IS APPROXIMATE - PLUS OR MINUS 30 MINUTES. PLEASE PLAN ACCORDINGLY!!

Date of Event : 12-21-18

Terms : Due on Receipt

DAY OF WEEK : Friday

EXACT Ready Time :

Cell Ph * BEST

Contact #: 203-256-3166

ORDER CONFIRMED : yes

DEL/Pick Up + Info!! : Delivery

Item & Description

Qty Rate Amount

^Assorted Wraps & Sandwiches cut in 1/2 & 1/3 respectively - A blend of what we do w/some veg. options -for non specified platters & client will receive an assortment. Mustard & mayo on side. include vegetarian option and Turkey , Swiss, avocado and Herb Mayo

^Marcia's Baby Spinach Salad - Goat Cheese, Pecans, Red Onions, Pears or Apples & Dried 10.00 4.75 47.50 Cranberries Balsamic Dressing

@Delivery Charge (FAIRFIELD & SOUTHPORT- BEYOND 1/2 MILE OF THE PANTRY) delivery 1.00 12.00 12.00

windows are approximate and may vary by 30 minutes or more!! Please plan accordingly.

Sub Total 189.50

CT Sales Tax (6.35%) 11.27

Total \$200.77

Note to Customers!!

VE DO NOT DELIVER HOT FOOD - PLEASE TAKE NOTICE!!

Shopping Confirmation:

Dear Mrs. Melissa DiVito, LMSW,

The Connecticut Women's Consortium

Date/Time: 1/3/2019 10:00 AM

Purchase Submitted

Thank you. Your purchase has been submitted. Please reference the confirmation number below for this purchase.

Your confirmation number is: 152830

Billing Address

Melissa DiVito 100 Mona Terrace Fairfield CT 06824 **United States (203) 256-3125** mdivito@fairfieldct.org

Items in Cart

Shopping Cart Items Amount Quantity Total

Building Resiliency through Psychological First Aid & Self-Care 5/21/2019

Main Registration - Badge Name: Melissa

Fee Type: registration fees

\$85.00 1 \$85.00

Event

Clinical Aromatherapy: Using Essential Oils for Health & Well-being 4/17/2019

Main Registration - Badge Name: Melissa

Fee Type: registration fees

\$85.00 1 \$85.00

Event

Current Purchases Amount \$170.00

Taxes

\$0.00

Shipping

\$0.00

Current Purchases Total

\$170.00

Purchased By

Mrs. Melissa DiVito, LMSW

Customer ID: 032970







-51001

You went to Stockholm. Your baggage went to San Diego. Your Corporate Card has you covered for eligible lost, damaged, or stolen baggage with the Baggage Insurance Plan when you charge the entire fare to an eligible Card account. Terms apply. <u>Learn More</u>



Payment Due (i)

\$895.77

Please Pay By (i)

January 29



Total Balance (i)

\$895.77

Transaction Limit

\$2,500.00

Monthly Limit

\$7,500.00

Balance Details

Make Payment

Billing Statements



FACILITY SALES RECEIPT

Receipt # Payment Date: Household:

16431 12/18/2018



JULIE DEMARCO 100 MONA TER FAIRFIELD CT 06824

Fairfield Parks and Recreation Department 75 Mill Plain Road Fairfield CT 06824 Phone: (203)256-3191 www.fairfieldrecreation.com

Reservation Details: Penfield Complex, Penfield Pavilion

Reserv. Contact: Phone Number:

Julie DeMarco (203)256-3166

Reserv. Number:

500

Status:

Firm

Purpose:

Comedy Night for Fairfield Social Services Campership Program

Anticipated Count:

50

Set Up Minutes:

60

Clean Up Minutes:

60

Date(s) And Times Thu 03/28/2019 7:00P to 11:00P New Fees

Total Fees 750.00

New Paid 375.00

Total Paid Amount Due 375.00 375.00

Fee Details:

Fee Description

2018 RES Monday - Thursday NON PEAK

<u>Amount</u> 750.00

750.00

Count 1.00 Discount 0.00 Sales Tax Total Fee

750.00

0.00

Special Questions:

Reservation Comment Code: Receipt of this contract stipulates that the Permittee has received a copy of the

Penfield Complex Permit Requirements & Building regulations and agrees to abide by such.

It is understood that Damage Bond information will be taken at least 60 days prior to the permitted function.

Permittee will provide information on a current Credit Card which will be kept on file and will be changed if the Permittee has fabricated any part of the application, the function on a current Credit Card which will be kept on file and will be charged if there is any damage. Permittee will be contacted prior to any fees being changed. The permittee agrees to be bound by the contract and the terms and conditions of said contract. It is furthermore agreed that the contract will be reviewed by the Parks & Recreation Director for approval or denial at the Department's discretion. Transfer of this permit to a second party is not permissible (permit is

not to caterer).

Reservation Comments:

Processed on 12/18/18 @ 4:21 pm by LYOUNG

Total New Fees

750.00 Total Due 750.00

Total Fees Paid

Balance From Receipt

375.00 Total Paid 375.00 375.00

FACILITY SALES RECEIPT



Receipt #
Payment Date:
Household:

16431 12/18/2018 19

Household Balance Information Overall Household Balance Due

375.00

Payment of: 375.00 Made By:CREDIT CARD REC Auth: 120466 Card#: xxxxxxxxxxxx1001 With Reference:

to Amer Gill

DeMarco, Julie

From:

The Child and Family Guidance Center <info@cfquidance.org>

Sent:

Friday, January 11, 2019 9:29 AM

To:

DeMarco, Julie

Subject:

Building Resilience in Our Children with Dr. John Woodall Confirmation



Thank you Julie! You are now registered for Building Resilience in Our Children with Dr. John Woodall. We look forward to seeing you on February 8!

If you have any questions before the event, please let us know or call Hannah Albee, Director of Development and Communications at (203) 394-6529 x3069. Check our event page for updates.

- All of us at The Child & Family Guidance Center

EVENT DETAILS

Event Name

Building Resilience in Our Children with Dr. John Woodall

Starts

Friday, February 8, 2019 7:30 AM EST

Ends

Friday, February 8, 2019 11:30 AM EST

The Patterson Club

Location

1118 Cross Highway

Fairfield, CT 06824

TRANSACTION SUMMARY

Transaction Date

Friday, January 11, 2019 9:29 AM EST

Name

Attendees

Price

Total

Event Ticket - Building Resilience in Our

Children #1

1

\$50.00

\$50.00

Event Ticket - Building Resilience in Our Children #2	1	\$50.00 \$50.00	
Event Ticket - Building Resilience in Our Children #3	1	\$50.00 \$50.00	
Total		\$150.00	
Total Deductible		\$72.00	
Total Paid		\$150.00	
Charged To		amex Julie DeMarco *********1001	
Transaction Id		011601134144	

REGISTRANT SUMMARY

Review or Edit the registration details.

Name	Email	Registration Level
Melissa DiVito	mdivito@fairfieldct.org	Building Resilience in Our Children
Allison Barker-Ford	abarker-ford@fairfieldct.org	Building Resilience in Our Children
Eileen Gombos	egombos@fairfieldct.org	Building Resilience in Our Children

Contact Us

The Child & Family Guidance Center 180 Fairfield Avenue

Bridgeport, Connecticut 06604 203-394-6529 info@cfguidance.org

Town of Fairfield Finance Department

Reconciliation Voucher Sheet

Department:	HS.	_	Se.	nin	center
Date:	1-5-	19	, and	060	23

General Ledger Account Number	Amount
The Pantry - 010 - 27930 Fairfield Pauls Rec-010-27930	211.27
Fairfield Parks Bre-010-27930	375.0
TOTAL: \$	575.00

Approved for Payment by:

Statement and Receipts Attached

Merando, Janet

From:

American Express < American Express@welcome.aexp.com>

Sent:

Friday, January 4, 2019 1:03 PM

To:

Merando, Janet

Subject:

Your Account Snapshot





CORPORATE PURCHASING CARD ACCOUNT ENDING: 51001

Dear JULIE DEMARCO, We've updated your balance

The total balance for your

Corporate Purchasing Card account as of

Wed, Jan 02 at 06:23 PM ET is:

Total Balance: \$575.77

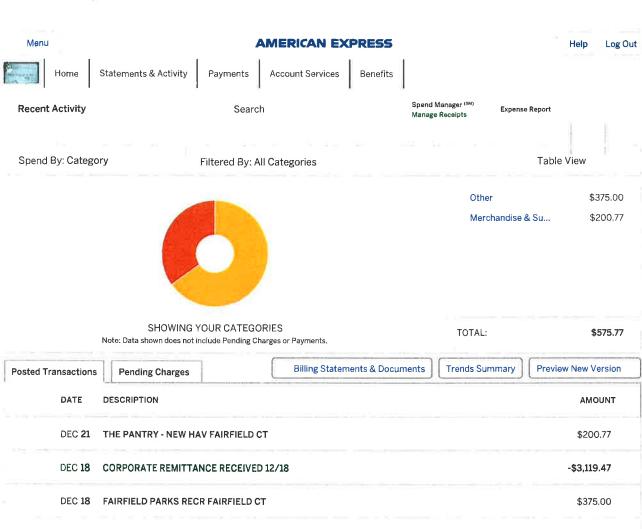
Pay Your Bill

View Recent Activity

Thank you for your Card Membership,

American Express Customer Care

DON'T live life WITHOUT IT"



1 - 3 of 3 Transactions

 SPENDING LIMIT SUMMARY
 Previous Balance as of 12/13/18
 \$3,119.47

 Payments
 -\$3,119.47

 Charges
 \$575.77

 Credits
 \$0.00

 Total Balance
 \$575.77

 Next Closing Date: 01/13/19

Pay Bill

DISPUTE / INQUIRE ABOUT ACCOUNT ACTIVITY



The Pantry

1580 Post Road Fairfield CT, 06824 (203) 259-0400

12/21/2018 7:28:19 AM

Thierry

DELIVERY \$12.00
TAXABLE DELI \$47.50 Tx1
TAXABLE DELI \$130.00 Tx1

SUB TOTAL Tax 1

\$189.50 \$11.27

TOTAL
American Express

\$200.77 \$200.77

Reference# 0014 Item count: 3

Trans:248953

Terminal:050008009-001002

Store Policy
Please be advised that all return items
must be accompanied by its original
receipt. No cash refund. Store credit only

THANK YOU & COME BACK

12/21/2018 7:28:19 AM

Thierry

Trans: 248953

Terminal:050008009-001002

Transaction Receipt
The Pantry
1580 Post Road
Fairfield, CT 06824

MERCHANT ID: 450217760961

CLERK ID: 15

SALE

AMEX

********1001

ENTRY METHOD: CHIP/MANUAL

DATE: 12/21/2018 TIME: 07:29:15

INVOICE: 248953 REFERENCE: 0014 AUTH CODE: 228035

AMOUNT

USD\$ 200.77

TOTAL

USD\$ 200.77

APPROVED - THANK YOU

I AGREE TO PAY THE ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT (MERCHANT AGREEMENT IF CREDIT VOUCHER)

Cardholder Signature

Store Policy
Please be advised that all return items
must be accompanied by its original
receipt. No cash refund. Store credit only

THANK YOU & COME BACK

FACILITY SALES RECEIPT

Receipt # Payment Date: Household:

16431 12/18/2018



JULIE DEMARCO 100 MONA TER FAIRFIELD CT 06824 Fairfield Parks and Recreation Department 75 Mill Plain Road Fairfield CT 06824 Phone: (203)256-3191 www.fairfieldrecreation.com

Reservation Details: Penfield Complex, Penfield Pavilion

Reserv. Contact: Phone Number:

Julie DeMarco (203)256-3166

Reserv. Number:

500

Status:

Firm

Purpose:

Comedy Night for Fairfield Social Services Campership Program

Anticipated Count: Set Up Minutes:

60

Clean Up Minutes:

60

Date(s) And Times

Thu 03/28/2019 7:00P to 11:00P

New Fees

750.00

Total Fees 750.00 New Paid 375.00

Total Paid Amount Due 375.00

375.00

Fee Details:

Fee Description

2018 RES Monday - Thursday NON PEAK

<u>Amount</u> 750.00 Count 1.00 Discount 0.00 Sales Tax Total Fee 0.00 750.00

Special Questions:

Reservation Comment Code: Receipt of this contract stipulates that the Permittee has received a copy of the

Penfield Complex Permit Requirements & Building regulations and agrees to abide by such.

It is understood that Damage Bond information will be taken at least 60 days prior to the permitted function. Permittee will provide information on a current Credit Card which will be kept on file and will be changed if the Permittee has fabricated any part of the application, the function on a current Credit Card which will be kept on file and will be charged if there is any damage. Permittee will be contacted prior to any fees being

changed. The permittee agrees to be bound by the contract and the terms and conditions of said contract. It is furthermore agreed that the contract will be reviewed by the Parks & Recreation Director for approval or denial at the Department's discretion. Transfer of this permit to a second party is not permissible (permit is

not to caterer).

Reservation Comments:

Processed on 12/18/18 @ 4:21 pm by LYOUNG

Total New Fees

750.00 **Total Due** 750.00

Total Fees Paid

Balance From Receipt

375.00 Total Paid 375.00 375.00

FACILITY SALES RECEIPT



Receipt # Payment Date: Household: **16431** 12/18/2018 19

Household Balance Information Overall Household Balance Due

375.00

Payment of: 375.00 Made By:CREDIT CARD REC Auth: 120466 Card#: xxxxxxxxxxxxx1001 With Reference:

TOWN OF FAIRFIELD AMERICA EXPRESS RECONCILIATION VOUCHER

DEPARTMENT:

HUMAN SERVICES SENIOR CENTER

DATE: JUNE 21, 2022

ACCOUNT

WALMART - 010-0605-56140	\$ 350.61
LUIGI'S RESTAURANT -010-0605-56140	\$ 434.45
TOTAL	\$ 785.06

APPROVED FOR PAYMENT BY:



Jun 17, 2022 order Order# 4392257-487410

Payment method



3-Pack Red and White Checked Plaid Plastic Tablecloths, 54" x 108" Gingham Rectangular Disposable Table Covers for Picnic, Carnival, Birthday Party Supplies	Qty 5	\$54.95
Red Plastic Party Tablecloth, 108 x 54in	Qty 5	\$17.85
Comfy Package [360 Combo Box] Clear Disposable Plastic Silverware - 180 Forks, 120 Spoons, 60 Knives	Qty 5	\$159,95
Velocity Outdoor 6 Count Pink Pickleball Balls Official Size and Weight, USAPA Approved 40 Hole Pickleballs Comes in 3, 6, and 12 Packs.	Qty 5	\$74.95
100 PCS Paper Ice Cream Cups Disposable Cake Cup Dessert Bowls Party Supplies for Baking Wedding Birthday (Colorful Dots)	Qty 2	\$21.98
Subtotal		\$329.68
Taxes		\$20.93
Total	\$	350.61

Special Departments Englin

Ending in 6000

06/16/2022 11:04 am

Order: 29139 Name: senoir Guest Count: 1

Server: To

CARRYOUT

素素素 持合 COUPSE 素素素

3 C- Pasta 3 Large Penne Tomato

3 C- House Salad 8 3 Large House

434.45

TOWN OF FAIRFIELD AMERICA EXPRESS RECONCILIATION VOUCHER

DEPARTMENT:

HUMAN SERVICES SENIOR CENTER

DATE: August 17, 2021

ACCOUNT

AMOUNT

Walmart.com-110-0605-41550 SRCTR	45.70
CGI*Canvas on Demand-110-0605-41550 SRCTR	725.06 741-00
Walmart.com-110-0605-41550 SRCTR	164.47
Amazon -110-0605-41550 SRCTR	82.92
Walmark.Com-110-0605-41550 SRCTR	188.79
Panera-110-0605-41550 SRCTR	210.40
Michaels-110-0605-41550 SRCTR	168.44
Walmart.com-110-0605-41550 SRCTR	487.10
Prime Digital - being reviewed by American	
Express MKXYH - 15.94	
	2088-72
TOTAL	2,072.88

APPROVED FOR PAYMENT BY:



Merando, Janet

From:

DeMarco, Julie

Sent:

Wednesday, August 18, 2021 1:37 PM

To:

Merando, Janet

Subject:

FW: A Follow-Up To Your Billing Inquiry Request

From: American Express Customer Service <DoNotReplyUS@welcome.aexp.com>

Sent: Wednesday, August 18, 2021 1:23 PM
To: DeMarco, Julie < JDEMARCO@fairfieldct.org>
Subject: A Follow-Up To Your Billing Inquiry Request

Hello JULIE DEMARCO,

We've set up a billing inquiry of \$15.94 as you requested. We'll send you a confirmation letter within 30 days. You don't need to take any further action at this time.

Track the status of your inquiry at <u>americanexpress.com/inquirycenter</u>. In the future, you can also go to this site to open and close an inquiry.

Thank you for your Card Membership.

American Express Customer Care

View Our Privacy Statement

Add Us to Your Address Book

This is a customer service e-mail from American Express. Using the spam/junk mail function may not block servicing messages from being sent to your email account. To learn more about e-mail security or report a suspicious e-mail, please visit us at americanexpress.com/phishing. We kindly ask you not to reply to this e-mail but instead contact us securely via Customer Care.

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AGNEUSSP0003004



Corporate Purchasing Cardmember Report

Sign-up For Online **Statements**

www.americanexpress.com/gopaperless

Prepared For JULIE DEMARCO TOWN OF FAIRFIELD

Account Number XXXX-XXXXX1-56000

Closing Date 08/13/21

Page 1 of 3

New Charges \$ Previous Balance \$ Other Debits \$ Payments \$ Other Credits \$ 1,114.28 2,088.82 0.00 1,114.28 0.00 **Balance** Due \$ Do Not Pay

2,088.82 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920

Card Nu	ımber XXXX-XXXXX1-56000	Reference Code	Amount \$
07/23/21	CORPORATE REMITTANCE RECEIVED	07/23	<i>-</i> 1,114.28
08/05/21	AMZN MKTP US*2P9LD01 AMZN.COM/BILL 3BSGZVRSG 112-6241350-7865098109 ROC NUMBER 3BSGZVRSGQCF TAX	WA 08/03/21 \$4,97	82.92
08/05/21	CGI*CANVAS ON DEMAND 800-801-6312 REF# 10561537 800-801-6312	NC 10561537000 08/04/21	725.06
07/24/21	MICHAELS #9490 800-642-4235 REF# MIK40170682 ARTS/CRAFTS	TX 07/21/21	168.44
07/29/21	PANERA EREAD #601657 203-373-7761 REF# 16273963781 FOOD & NON A	CT 16273963781 07/27/21	210.40
08/11/21	PRIME VIDEO*2P1WV6Q4 888-802-3080 73S3ZCXJ0 D01-3187658-6403498109 ROC NUMBER 73S3ZCXJ0DVH	08/10/21 WA Joshall MKXVH	15.94
08/05/21	WALMART.COM AS 09920 8009666546 REF# W4AGHF1M027 8009666546 REFER TO RECEIPT ROC NUMBER W4AGHF1M0275	AR 08/04/21	164.47 🌽
07/30/21	WALMART.COM AT 09920 8009666546 REF# W7D96EL712N 8009666546 REFER TO RECEIPT ROC NUMBER W7D96EL712NI	AR 07/28/21	188.79 🤛

Continued on Page 3

Do not staple or use paper clips

Payment Coupon

Account Number Enter 15 digit account number on all payments.

JULIE DEMARCO TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824 See reverse side for instructions on how to update your address, phone number, or email.



Prepared For JULIE DEMARCO TOWN OF FAIRFIELD

Account Number XXXX-XXXXX1-56000

Closing Date 08/13/21

Page 3 of 3

Activity Continued			Reference Code	Amount \$
08/05/21	WALMART.COM AU WALMART.COM REF# WP3MZIP9093 800-966-6546 APPAREL HSWRS/ACC ROC NUMBER WP3MZIP9093D	AR 08/05/21		45.70
07/16/21	WALMART.COM AW 800-966-6546 REF# WQNU80LH016 RETAIL	AR 07/15/21		487.10
Total fo	r JULIE DEMARCO		New Charges/Other Debits Payments/Other Credits	2,088.82 -1,114.28

Free

See your item details +

Check your order status on Walmart.com

Order Summary

Subtotal (3 items)	\$42.97
	342.77

Delivery

Tax \$2.73

Total \$45.70

Payment type

Amex ending in 6000

Billing address

Julie DeMarco 100 Mona Terrace Fairfield, CT 06824 jdemarco@fairfieldct.org

Tell us why you chose this item.

Share a few words about why you purchased this. Your response helps other shoppers make great choices!

Nickname: PoolPlayer Edit



Personal Security Window & Door Alarm Bell | Wireless Sensor Door Window Burglar Alarm | Pack of 10

Why did you choose this?

Feedbac

By submitting a response, you agree that Walmart may display your response and the name you've listed publicly to other customers visiting our website.

Submit

amazon.com

Final Details for Order #112-6241350-7865002

Print this page for your records.

Order Placed: August 3, 2021

Amazon.com order number: 112-6241350-7865002

Order Total: \$82.92

Shipped on August 3, 2021

Items Ordered Price

1 of: Whistle, Plastic Whistle with Lanyard, Loud Clear Black Whistles Bulk Great for

Coaches, Referees, and Officials (24PCS)

Sold by: FyaDirect (seller profile)

Condition: New

Shipping Address:

Jeff Steele 100 MONA TER BIGELOW CENTER FOR SENIOR ACTIVITIES FAIRFIELD, CT 06824-6493 United States

Shipping Speed:

FREE Prime Delivery

Shipped on August 5, 2021

Items Ordered Price

4 of: Pandaing 50 Pack Battery Operated Flameless Tea Lights LED Candles for Party, \$15.99 Weddings, Birthdays, Mother's Day, Halloween, Thanksgiving, Christmas Decorations, Batteries Included

Sold by: Pandaing U.S. Store (seller profile)

Condition: New

Shipping Address:

Jeff Steele 100 MONA TER BIGELOW CENTER FOR SENIOR ACTIVITIES FAIRFIELD, CT 06824-6493 United States

Shipping Speed:

FREE Prime Delivery



\$13.99

Payment information

Payment Method:

American Express | Last digits: 6000

Item(s) Subtotal: \$77.95

Shipping & Handling: \$0.00

Billing address

Jeff Steele

BIGELOW CENTER FOR SENIOR ACTIVITIES

100 MONA TER

FAIRFIELD, CT 06824-6493

United States

Total before tax: \$77.95

Estimated tax to be collected: \$4.97

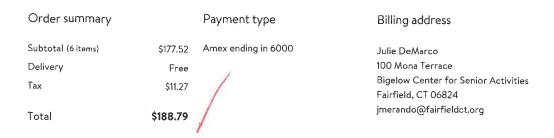
Grand Total: \$82.92

Credit Card transactions

AmericanExpress ending in 6000: August 5, 2021:\$82.92

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2021, Amazon.com, Inc. or its affiliates



Tell us why you chose this item.

 $Share\ a\ few\ words\ about\ why\ you\ purchased\ this,\ Your\ response\ helps\ other\ shoppers\ make\ great\ choices!$

Nickname: Teresa

Thu, Aug 5 We'll send an email with tracking info when your order ships.

Bigelow Center For Senior Activities 100 Mona Terrace Fairfield, CT 06824

Item	Qty	Total
Maverick Playing Cards \$0.88	98	\$86.24
Mainstays 22" x 28" Matted to 18" x 24" Wide Poster & Wall Frame, Black \$22.97	1	\$22.97

Items may arrive in multiple boxes on different days.

Ships from Walmart

Arrives by	Shipping to		
Mon, Aug 9 We'll send an email with tracking info when your order ships.	Bigelow Center For Senior Activities 100 Mona Terrace Fairfield, CT 06824		
Item		Qty	Total
Mainstays 24x30 Wide Gallery Poster and Picture Frame, Black		2	\$45 .98

Order summary

Order subtotal: \$155.19
Walmart shipping FREE
Total tax \$9.85



Thanks for your order!

Order Number 757832

Business Catering

Order Type Delivery

Fulfillment Time 7/28/2021@11:45 AW-12:00 PM

Date Received Jul.27@10:59 AM

If you need assistance with your order, please contact:

Fairfield - Black Rock Turnpike Cafe #601657 2320 Black Rock Turnpike Fairfield, CT 06825 (203)373-7761

Color Tag/Dot	
Bag/Box Count	
Sandwich Production Time	
Salad Production Time	
Order Out of Cooler	

Cafe Into Cooler

Customer Copy

Customer Information

Ordered By Janet Merando jmerando@fairfieldct.org

Company Senior Center Phone Number 203-256-3166 MyPanera#

Order Summary

Pickup/Delivery

Delivery

People Served

15

Contact Name
Janet Merando

3

3

BLT Rst Tky Avc Sdw

Char Chinner Cankie

Delivery Instructions:

Delivery Address

100 Mona Terrace Fairfield . CT 06604

Payment Information		
Our curbside fee and delivery charge is not a tip or gratuity provided to the driver. Please consider tipping your driver and	Subtotal Discount Tax Tip Delivery Charge Total	\$178.33 \$0.00 \$14.24 \$0.00 \$17.83 \$210.40
cafe staff in appreciation of great service.	Price Per Person	\$11.89
Type Card Number AMERICAL_EXPRESS xxxx-xxxx-6000	Name Janet	Amount \$210.40
	Tip	
Signature	Total	·//
Please consume, or refrigerate promptly		
Order Checked By	EagOf	
Order Details		
Qty Description		Price

\$39.57

<u></u> !	0	Ondo Ompper Odokie		
	3	Chips		
	2	Steak & Arugula Sdw		\$26.38
		Special Instructions: white cheddar		420,00
	2	Chac Chipper Cookie		
	2	Chips		
	3	Bacon Tky Bravo Sdw		\$34.47
Annabator	3	Choc Chipper Cookie		ΨΟ 1.11
	3	Chips		
	2	Napa Almd ChxSal Sdw		\$22.98
	2	Choc Chipper Cookie		Ψ22.00
	2	Chips		
1	2	Chptl Chicken Avo		\$19.98
		No Drink		Ψ,0.00
	2	Chips		
	3	Tuna Salad Sandwich		\$29.97
	3	Choc Chipper Cookie		Ψ20.01
	3	Chips		
	1	Choc Chipper Cookie		\$2.49
-	1	Choc Chipper Cookie		\$2.49
Includ Napkir for 15	ns, ute	vour order: ensils and plates	Subtotal	\$178.33

T Jan 11 to Olive 1

Enable Accessibility

Michaels

Q

Thank You! Order Confirmed.

Need it today? 9.99 SAME-DAY DELIVERY FREE IN-STORE & CURBSIDE PICKUP You will receive a confirmation email shortly. We'll contact you when your order has been shipped or is ready for pickup.

Order Placed:

Jul 21, 2021 at 12:28:28 pm CST

Order Number: MIK40170682



Shipping

Item Description

Shipping Location

Qty

2

Item Total



Michaels

4 Pack: Black Step Frame, Home Collection By Studio Décor® Bigelow Center, 100 Mona Terrace Fairfield, CT 06824 United States

\$150.40

Billing & Payment Details

Brenda Steele Bigelow Center, 100 Mona Terrace Fairfield, CT 06824 United States

Credit Card
Julie Demarco
Amex
*********6000
Exp: 08/2022
Amount: \$168.44

Shipping Address & Method

Brenda Steele Bigelow Center, 100 Mona Terrace

Mon, Jul 26

We'll send an email with tracking info when your order ships.

Julie DeMarco

100 Mona Terrace Bigelow Center For Senior Activities Fairfield, CT 06824

Item Qty Total

Better Homes & Gardens Austen 5-Piece Counter Height Dining 2 \$458.02

Set, Vintage Oak

\$229.01

Order summary

Order subtotal: \$458.02
Walmart shipping FREE
Total tax \$29.08

Order total \$487.10

Billing information

Billing address

Payment method(s)

Julie DeMarco

100 Mona Terrace Bigelow Center For Senior Activities Fairfield, CT 06824 AMEX ending in 6000



16" x 16" Canvas Prints

Qty: 1 Black Wrap

\$171.00 **\$26.49**

	\$725.06
Tax 🕲	\$43.29
Shipping	\$98.99
Coupon	-\$3,179.22
Subtotal (22 items)	\$3,762.00

Total \$725.0

Canvas On Demand

Thank you for your order!

Order # 524-9550

Order Date:

Aug 4, 2021

Email Address:

bsteele@fairfieldct.org

Shipping Address:

Brenda Steele Bigelow Center for Senior Activities 100 Mona Terrace Fairfield, CT 06824 United States (203) 254-6455

Payment Method:

American Express

Estimated Delivery:

8/18/2021 Economy Service

Simpson, Cathleen

From:

DeMarco, Julie

Sent:

Tuesday, June 20, 2023 4:31 PM

To:

Simpson, Cathleen

Subject:

Re: HR Review

Hi Kathleen, I'm away this week. Next week okay for specifics? Basics I know off the top of my head are below

- 1/11/19 Child and Family \$150- social services assistance
- 1/3/19 CT Women's Hamden \$170- social work training
- 12/21 The Pantry \$200.77- meeting lunch
- 12/18 FFld Parks Recr \$375- social services assistance
- June 16 2022 \$434.45 Father's Day Lunch Luigi's- Father's Day luncheon
- June 17, 2022 Walmart \$350.61- supplies
- 7/23/21 Amazon 483.92- supplies
- 8/5/21 CGI Canvas \$735.06- photos for hallways
- 7/24/21 Michael's \$168.44- program supplies
- 7/29/21 Panera \$210/40- meeting luncheon
- 8/11/21 Prime video \$15.94-I'll check
- 8/5/21 Walmart \$164.47- supplies
- 7/30/21 Walmart \$188.79-supplies

Julie

On Jun 20, 2023, at 2:38 PM, Simpson, Cathleen <CSimpson@fairfieldct.org> wrote:

Hi Julie,

On or about January, 2023, a resident came forward alleging misconduct with credit card purchases by Town employees based on records she received through FOIA. This complainant has also alleged misconduct with payroll and purchasing practices and procedures. Pursuant to the Code of Conduct policy, Human Resources is responsible for investigating such allegations. Due to the broad scope of this investigation, it has taken more time than we would have liked. We reviewed records from 2018-2022 as part of a parallel administrative investigation to this one. Please understand this required a review of hundreds of records. In order to narrow the investigation, we decided to pull records for each year to show end of/beginning of year purchases of each fiscal year in question.

Because not all credit users identified the specific business reason for the purchase due to lack of training and/or sufficient notice, we are seeking that information from those prior submissions that may be unclear. We recognize that the Finance Department approved these purchases. Accordingly, there is no presumption that of misconduct; however, we are seeking more detail from Town credit card holders for our report.

As an example an outside party may understandably question why a Town employee assigned to the Health Department charged a hotel room with the Town card, not having the legitimate reason identified-eviction due to a public health emergency-on the reconciliation report. Purchases for food, equipment and related items have been questioned by the complainant as there may not be a clearly identified business reason. As the one who prepares the reconciliation reports for this department, could you kindly identify the business purpose for the items listed below. I have attached back up as well to assist you with this request.

If you have no direct knowledge of why the purchase was made as you did not make the purchase or approved the purchase, you can indicate N/K. You do not have to very detailed with your responses. For instance identifying the reason for the purchase as "meeting", "event", "training", "subscription for Town related business", etc. is sufficient. Thank you for your assistance with this and if you have any questions, please do not hesitate to contact me. I note that you are out of the office until June 26th so we can follow up on this upon your return.

- 1. 1/11/19 Child and Family \$150
- 2. 1/3/19 CT Women's Hamden \$170
- 3. 12/21 The Pantry \$200.77
- 4. 12/18 FFld Parks Recr \$375
- 5. June 16 2022 \$434.45 Father's Day Lunch Luigi's
- 6. June 17, 2022 Walmart \$350.61
- 7. 7/23/21 Amazon 483.92
- 8. 8/5/21 CGI Canvas \$735.06
- 9. 7/24/21 Michael's \$168.44
- 10. 7/29/21 Panera \$210/40
- 11. 8/11/21 Prime video \$15.94
- 12. 8/5/21 Walmart \$164.47
- 13. 7/30/21 Walmart \$188.79

Cathleen H. Simpson
Human Resources Director
Town of Fairfield
Outlivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

<Back Up Human Services.pdf>

Simpson, Cathleen

From:

DeMarco, Julie

Sent:

Monday, June 26, 2023 2:25 PM

To:

Simpson, Cathleen

Subject:

HR Review

Attachments:

Back Up Human Services.pdf

HI Cathleen -

Here are the basics. I see that the charges in question don't have my name on the order – we'll make sure that doesn't happen again. The continuing ed is a little tricky because those who attend have to be on the tickets.

Let me know if you need more.

Julie

- 1/11/19 Child and Family \$150 SW continuing education
- 1/3/19 CT Women's Hamden \$170 SW continuing education
- 12/21 The Pantry \$200.77 staff meeting with lunch
- 12/18 FFld Parks Recr \$375 facility rental for social services comedy night fundraiser for campership
- June 16 2022 \$434.45 Father's Day Lunch Luigi's lunch for senior's for Father's Day
- June 17, 2022 Walmart \$350.61 program supplies (plastic tablecloths, plastic silverware, pickleballs, ice cream cups)
- 7/23/21 Amazon 483.92 supplies for at-home activity kits for social services families camps were cancelled due to COVID so we made activity bags which included games, art supplies, sport equipment
- 8/5/21 CGI Canvas \$735.06 canvas photos for hallway decorations
- 7/24/21 Michael's \$168.44 frames for posters for classrooms and building
- 7/29/21 Panera \$210/40 staff meeting/training
- 8/11/21 Prime video \$15.94 mistaken charge disputed and refunded
- 8/5/21 Walmart \$164.47 frames, playing cards for homebound senior bags
- 7/30/21 Walmart \$188.79 supplies for homebound seniors emergency hurricane/storm kits

Cathleen B. Simpson
Human Resources Director
Town of Fairfield
Sultivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

Town of Fairfield Finance Department

Reconciliation Voucher Sheet

Department:	HS Senindenter
Date:	1-15-19-06050

General Ledger Account Number	Amount
The Child of Jamily - Cory -010- 5810	0 150.00
Ct Wamen's Cary - 1010 - 58100	170.07
The landay - 016-27930	Wal 200.27
The Pantry - 016-27930 Fairful Parky Rec - 010-27930	275 0
Çı	9/10
110	•
TOTAL:	\$ 895,77

Approved for Payment by:

Statement and Receipts Attached

AMERICAN EXPRESS

Help Log Out



Good morning, Julie | Member Since 2018

Corporate Purchasing Card (ending -51001)

Statements & Activity Home

Payments Account Services Benefits

Current Statement

Search

Spend Manager (SM) Manage Receipts

Expense Report

Spend By: Category

Filtered By: All Categories

Table View

Other

\$695.00

Merchandise & Su...

\$200,77

SHOWING YOUR CATEGORIES

Note: Data shown does not include Pending Charges or Payments, $\,$

TOTAL:

\$895.77

Billing Statements & Documents **Trends Summary Posted Transactions** Preview New Version DATE DESCRIPTION **AMOUNT** THE CHILD AND FAMILY BRIDGEPORT CT **JAN 11** \$150.00 CONNECTICUT WOMENS C HAMDEN CT JAN 3 \$170.00 DEC 21 THE PANTRY - NEW HAV FAIRFIELD CT \$200.77 DEC 18 CORPORATE REMITTANCE RECEIVED 12/18 -\$3,119.47 DEC 18 FAIRFIELD PARKS RECR FAIRFIELD CT \$375.00

1 - 5 of 5 Transactions

VIEW YOUR BILLING STATEMENT FOR THIS PERIOD

Previous Balance as of 12/13/18______\$3,119.47 Payments_____-\$3,119.47 Credits\$0.00

New Balance....

Closing Date: 01/13/19

Do Not Pay

Pay Bill

DISPUTE / INQUIRE ABOUT ACCOUNT ACTIVITY

C) Chat



The Pantry 1580 Post Rd. Fairfield, CT 203-259-0400 www.thepantry.net Thank you for your business. We hope you enjoy every bite! "Good Food Starts Here" DELIVERY WINDOW IS APPROXIMATE - PLUS OR MINUS 30 MINUTES. PLEASE PLAN ACCORDINGLY!!

Catering Invoice # INV-005571

Date of Event :		12-21-18
Terms :	Due	e on Receipt
3ill To DAY OF WEEK :		Friday
Verando, Janet EXACT Ready Time :		11:15
Cell Ph * BEST		All I
Ship To Contact # :	20	3-256-3166
ORDER CONFIRMED :		yes
airfield DEL/Pick Up + Info!! :		Delivery
Item & Description Qty	Rate	Amount
^Assorted Wraps & Sandwiches cut in 1/2 & 1/3 respectively - A blend of what we do w/some 20.00 veg. options -for non specified platters & client will receive an assortment. Mustard & mayo on side.	6.50	130.00
include vegetarian option and Turkey , Swiss, avocado and Herb Mayo		
^Marcia's Baby Spinach Salad - Goat Cheese, Pecans, Red Onions, Pears or Apples & Dried 10.00 Cranberries Balsamic Dressing	4.75	47.50
@Delivery Charge (FAIRFIELD & SOUTHPORT- BEYOND 1/2 MILE OF THE PANTRY) delivery windows are approximate and may vary by 30 minutes or more!! Please plan accordingly.	12.00	12.00
Sub Total		189.50
CT Sales Tax (6.35%)		11.27
Total		\$200.77

Note to Customers!!

VE DO NOT DELIVER HOT FOOD - PLEASE TAKE NOTICE!!

Shopping Confirmation:

Dear Mrs. Melissa DiVito, LMSW,

The Connecticut Women's Consortium

Date/Time: 1/3/2019 10:00 AM

Purchase Submitted

Thank you. Your purchase has been submitted. Please reference the confirmation number below for this purchase.

Your confirmation number is: 152830

Billing Address

Melissa DiVito
100 Mona Terrace
Fairfield CT 06824
United States

(203) 256-3125

mdivito@fairfieldct.org

Items in Cart

Shopping Cart Items Amount Quantity Total

Building Resiliency through Psychological First Aid & Self-Care 5/21/2019

Main Registration - Badge Name: Melissa

Fee Type: registration fees

\$85.00 1 \$85.00

Event

Clinical Aromatherapy: Using Essential Oils for Health & Well-being 4/17/2019

Main Registration - Badge Name: Melissa

Fee Type: registration fees

\$85.00 1 \$85.00

Event

Current Purchases Amount \$170.00

Taxes

\$0.00

Shipping

\$0.00

Current Purchases Total

\$170.00

Purchased By

Mrs. Melissa DiVito, LMSW Customer ID: 032970







-51001

You went to Stockholm. Your baggage went to San Diego. Your Corporate Card has you covered for eligible lost, damaged, or stolen baggage with the Baggage Insurance Plan when you charge the entire fare to an eligible Card account. Terms apply. Learn More



Payment Due (i)

\$895.77

Please Pay By (i)

January 29



Total Balance (i)

\$895.77

Transaction Limit

\$2,500.00

Monthly Limit

\$7,500.00

Balance Details

Make Payment

Billing Statements



FACILITY SALES RECEIPT

Receipt # Payment Date: Household:

16431 12/18/2018



JULIE DEMARCO 100 MONA TER FAIRFIELD CT 06824

Fairfield Parks and Recreation Department 75 Mill Plain Road Fairfield CT 06824 Phone: (203)256-3191 www.fairfieldrecreation.com

Reservation Details: Penfield Complex, Penfield Pavilion

Reserv. Contact:

Julie DeMarco

Phone Number:

(203)256-3166

Reserv. Number:

500

Firm

Status: Purpose:

Comedy Night for Fairfield Social Services Campership Program

Anticipated Count: Set Up Minutes:

50 60

Clean Up Minutes:

60

Date(s) And Times

Thu 03/28/2019 7:00P to 11:00P

New Fees 750.00 Total Fees 750.00

New Paid 375.00

Total Paid Amount Due 375.00 375.00

Fee Details:

Fee Description

2018 RES Monday - Thursday NON PEAK

<u>Amount</u> 750.00 1.00

Discount 0.00 Sales Tax Total Fee 0.00 750.00

Special Questions:

Reservation Comment Code: Receipt of this contract stipulates that the Permittee has received a copy of the Penfield Complex Permit Requirements & Building regulations and agrees to abide by such. It is understood that Damage Bond information will be taken at least 60 days prior to the permitted function. Permittee will provide information on a current Credit Card which will be kept on file and will be changed if the Permittee has fabricated any part of the application, the function on a current Credit Card which will be kept on file and will be charged if there is any damage. Permittee will be contacted prior to any fees being changed. The permittee agrees to be bound by the contract and the terms and conditions of said contract. It

changed. The permittee agrees to be bound by the contract and the terms and conditions of said contract. It is furthermore agreed that the contract will be reviewed by the Parks & Recreation Director for approval or denial at the Department's discretion. Transfer of this permit to a second party is not permissible (permit is not to caterer).

Reservation Comments:

Processed on 12/18/18 @ 4:21 pm by LYOUNG

Total New Fees

750.00 **Total Due** 750.00

Total Fees Paid

Balance From Receipt

375.00 **Total Paid** 375.00 375.00

FACILITY SALES RECEIPT



Receipt # Payment Date: Household:

16431 12/18/2018 19

Household Balance Information Overall Household Balance Due

375.00

Payment of: 375.00 Made By:CREDIT CARD REC Auth: 120466 Card#: xxxxxxxxxxx1001 With Reference:

For Anger Bull

DeMarco, Julie

From:

The Child and Family Guidance Center <info@cfguidance.org>

Sent:

Friday, January 11, 2019 9:29 AM

To:

DeMarco, Julie

Subject:

Building Resilience in Our Children with Dr. John Woodall Confirmation



Thank you Julie! You are now registered for Building Resilience in Our Children with Dr. John Woodall. We look forward to seeing you on February 8!

If you have any questions before the event, please let us know or call Hannah Albee, Director of Development and Communications at (203) 394-6529 x3069. Check our event page for updates.

- All of us at The Child & Family Guidance Center

EVENT DETAILS

Event Name

Building Resilience in Our Children with Dr. John Woodall

Starts

Friday, February 8, 2019 7:30 AM EST

Ends

Friday, February 8, 2019 11:30 AM EST

The Patterson Club

Location

Children #1

1118 Cross Highway

Fairfield, CT 06824

TRANSACTION SUMMARY

Transaction Date Friday, January 11, 2019 9:29 AM EST Name Attendees Price Total Event Ticket - Building Resilience in Our 1 \$50.00

\$50.00

Event Ticket - Building Resilience in Our Children #2	1	\$50.00	\$50.00
Event Ticket - Building Resilience in Our Children #3	1	\$50.00	\$50.00
Total		\$150.00	
Total Deductible		\$72.00	
Total Paid		\$150.00	
Charged To		amex Julie DeMai ***********10	
Transaction Id		0116011341	

REGISTRANT SUMMARY

Review or Edit the registration details.

	Name	Email	Registration Level
X .	Melissa DiVito	mdivito@fairfieldct.org	Building Resilience in Our Children
4	Allison Barker-Ford	abarka-fas sa	Building Resilience in Our Children
	Eileen Gombos	Ogomboo Of Strate	Building Resilience in Our Children

Contact Us

The Child & Family Guidance Center 180 Fairfield Avenue

Bridgeport, Connecticut 06604 203-394-6529 info@cfguidance.org

Town of Fairfield Finance Department

Reconciliation Voucher Sheet

Department:	NS-	Sen in der	Ter
Date:	1-5-19	- 06050	

General Ledger Account Number	Amount
The Pantry - 010 - 27930	211.77
The Pantry - 010 - 27930 Fairfield Parks Rrc - 010 - 27930	375.01
(
TOTAL: \$	575.00

Approved for Payment by:

Statement and Receipts Attached

Merando, Janet

From:

Sent: To:

Subject:

American Express <AmericanExpress@welcome.aexp.com>

Friday, January 4, 2019 1:03 PM

Merando, Janet

Your Account Snapshot





CORPORATE PURCHASING CARD ACCOUNT ENDING: 51001

Dear JULIE DEMARCO,
We've updated your balance

The total balance for your

Corporate Purchasing Card account as of

Wed, Jan 02 at 06:23 PM ET is:

Total Balance: \$575.77

Pay Your Bill

View Recent Activity

Thank you for your Card Membership,

American Express Customer Care

DON'T live life WITHOUT IT"

Menu

AMERICAN EXPRESS

Help Log Out

Statements & Activity

Payments

Account Services

Recent Activity

Search

Spend Manager (SM) Manage Receipts

Expense Report

Spend By: Category

Filtered By: All Categories

Table View

Other

\$375.00

Merchandise & Su...

\$200.77

SHOWING YOUR CATEGORIES

Note: Data shown does not include Pending Charges or Payments.

TOTAL:

\$575.77

Posted Transactions Pending Charges

Billing Statements & Documents

Trends Summary

Preview New Version

DATE

DESCRIPTION

AMOUNT

\$200.77

DEC 21 THE PANTRY - NEW HAV FAIRFIELD CT

DEC 18 CORPORATE REMITTANCE RECEIVED 12/18

-\$3,119.47

DEC 18 FAIRFIELD PARKS RECR FAIRFIELD CT

\$375.00

1-3 of 3 Transactions

SPENDING LIMIT SUMMARY

Previous Balance as of 12/13/18

\$3,119,47 -\$3,119,47

\$575.77

Credits_____\$0.00 Total Balance

Next Closing Date: 01/13/19

Pay Bill

DISPUTE / INQUIRE ABOUT ACCOUNT ACTIVITY

The Pantry

1580 Post Road Fairfield CT, 06824 (203) 259-0400

12/21/2018 7:28:19 AM

Thierry

DELIVERY TAXABLE DELI TAXABLE DELI

\$12.00 \$47.50 Tx1 \$130.00 Tx1

SUB TOTAL

Tax 1

\$189.50 \$11.27

TOTAL American Express

\$200.77 \$200.77

Reference# 0014 Item count: 3

Trans: 248953

Terminal:050008009-001002

Store Policy
Please be advised that all return items
must be accompanied by its original
receipt. No cash refund. Store credit only

THANK YOU & COME BACK

12/21/2018 7:28:19 AM Trans:248953 Term

19 AM Thierry Terminal:050008009-001002

Transaction Receipt
The Pantry
1580 Post Road
Fairfield, CT 06824

MERCHANT ID: 450217760961

CLERK ID: 15

SALE

AMEX

**********1001

ENTRY METHOD: CHIP/MANUAL

DATE: 12/21/2018 TIME: 07:29:15

INVOICE: 248953 REFERENCE: 0014 AUTH CODE: 228035

AMOUNT

USD\$ 200.77

TOTAL

USD\$ 200,77

APPROVED - THANK YOU

I AGREE TO PAY THE ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT (MERCHANT AGREEMENT IF CREDIT VOUCHER)

Cardholder Signature

Store Policy
Please be advised that all return items
must be accompanied by its original
receipt. No cash refund. Store credit only

THANK YOU & COME BACK

FACILITY SALES RECEIPT

Receipt # Payment Date: Household:

16431 12/18/2018



JULIE DEMARCO 100 MONA TER FAIRFIELD CT 06824

Fairfield Parks and Recreation Department 75 Mill Plain Road Fairfield CT 06824 Phone: (203)256-3191 www.fairfieldrecreation.com

Reservation Details: Penfield Complex, Penfield Pavilion

Reserv. Contact: Phone Number:

Julie DeMarco (**203)256-3166** 500

Reserv. Number:

Status: Purpose: Firm

Comedy Night for Fairfield Social Services Campership Program

Anticipated Count:

50 60

Set Up Minutes:

Clean Up Minutes:

Date(s) And Times Thu 03/28/2019 7:00P to 11:00P New Fees

Total Fees 750.00

1.00

New Paid 375.00 Total Paid Amount Due 375.00 375.00

Fee Details:

Fee Description

2018 RES Monday - Thursday NON PEAK

750.00 <u>Amount</u>

750.00

Discount

0.00

Sales Tax Total Fee

750.00

375.00

0.00

Special Questions:

Reservation Comment Code: Receipt of this contract stipulates that the Permittee has received a copy of the

Reservation Comment Code: Receipt of this contract stipulates that the Permittee has received a copy of the Penfield Complex Permit Requirements & Building regulations and agrees to abide by such. It is understood that Damage Bond information will be taken at least 60 days prior to the permitted function. Permittee will provide information on a current Credit Card which will be kept on file and will be changed if the Permittee has fabricated any part of the application, the function on a current Credit Card which will be kept on file and will be charged if there is any damage. Permittee will be contacted prior to any fees being changed. The permittee agrees to be bound by the contract and the terms and conditions of said contract. It is furthermore agreed that the contract will be reviewed by the Parks & Recreation Director for approval or denial at the Department's discretion. Transfer of this permit to a second party is not permissible (permit is

denial at the Department's discretion. Transfer of this permit to a second party is not permissible (permit is

not to caterer). Reservation Comments:

Processed on 12/18/18 @ 4:21 pm by LYOUNG

Total New Fees

750.00 Total Due 750.00

Total Fees Paid

Balance From Receipt

375.00 Total Paid 375.00

FACILITY SALES RECEIPT



Receipt # Payment Date: Household: **16431** 12/18/2018 19

Household Balance Information Overall Household Balance Due

375.00

Payment of: 375.00 Made By:CREDIT CARD REC Auth: 120466 Card#: xxxxxxxxxxxxx1001 With Reference:

TOWN OF FAIRFIELD **AMERICA EXPRESS RECONCILIATION VOUCHER**

DEPARTMENT: HUMAN SERVICES SENIOR CENTER

DATE: JUNE 21, 2022

ACCOUNT AMOUNT

WALMART - 010-0605-56140	\$ 350.61
LUIGI'S RESTAURANT -010-0605-56140	\$ 434.45
TOTAL	\$ 785.06

APPROVED FOR PAYMENT BY:

mart

Jun 17, 2022 order Order# 4392257-487410



Total	\$:	350.61
Taxes		\$20.93
Subtotal	ζ,	329.68
100 PCS Paper Ice Cream Cups Disposable Cake Cup Dessert Bowls Party Supplies for Baking Wedding Birthday (Colorful Dots)	Qty 2	\$21.98
Velocity Outdoor 6 Count Pink Pickleball Balls Official Size and Weight, USAPA Approved 40 Hole Pickleballs Comes in 3, 6, and 12 Packs.	Qty 5	\$74.95
Comfy Package [360 Combo Box] Clear Disposable Plastic Silverware - 180 Forks, 120 Spoons, 60 Knives	Qty 5	\$159.95
Red Plastic Party Tablecloth, 108 x 54in	Qty 5	\$17.85
3-Pack Red and White Checked Plaid Plastic Tablecloths, 54" x 108" Gingham Rectangular Disposable Table Covers for Picnic, Carnival, Birthday Party Supplies	Qty 5	\$54.95

Payment method

Ending in 6000

Operial Deposit 56 140

08/16/2022 11:484 BD

Order : 29237 Names semmir Guest Count: 1

Servert To conditional sale and the displacement.

CARRYOUT

jews No Course was

3 C- Facts w is also go FRANK 子中的五生以

3 C- House Salad s 3 Large House

TOWN OF FAIRFIELD **AMERICA EXPRESS RECONCILIATION VOUCHER**

DEPARTMENT: <u>HUMAN SERVICES SENIOR CENTER</u>

DATE: August 17, 2021

ACCOUNT AMOUNT

Walmart.com-110-0605-41550 SRCTR	45.70
CGI*Canvas on Demand-110-0605-41550 SRCTR	725.06 741-20
Walmart.com-110-0605-41550 SRCTR	164.47
Amazon -110-0605-41550 SRCTR	82.92
Walmark.Com-110-0605-41550 SRCTR	188.79
Panera-110-0605-41550 SRCTR	210.40
Michaels-110-0605-41550 SRCTR	168.44
Walmart.com-110-0605-41550 SRCTR	487.10
Prime Digital - being reviewed by American	
Express MKXYH - 15.94	
	2883-82
TOTAL	2,072.88



Merando, Janet

From:

DeMarco, Julie

Sent:

Wednesday, August 18, 2021 1:37 PM

To:

Merando, Janet

Subject:

FW: A Follow-Up To Your Billing Inquiry Request

From: American Express Customer Service < DoNotReplyUS@welcome.aexp.com>

Sent: Wednesday, August 18, 2021 1:23 PM
To: DeMarco, Julie <JDEMARCO@fairfieldct.org>
Subject: A Follow-Up To Your Billing Inquiry Request

Heilo JULIE DEMARCO,

We've set up a billing inquiry of \$15.94 as you requested. We'll send you a confirmation letter within 30 days. You don't need to take any further action at this time.

Track the status of your inquiry at <u>americanexpress.com/inquirycenter</u>. In the future, you can also go to this site to open and close an inquiry.

Thank you for your Card Membership.

American Express Customer Care

View Our Privacy Statement

Add Us to Your Address Book

This is a customer service e-mail from American Express. Using the spam/junk mail function may not block servicing messages from being sent to your email account. To learn more about e-mail security or report a suspicious e-mail, please visit us at americanexpress.com/phishing. We kindly ask you not to reply to this e-mail but instead contact us securely via Customer Care.

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AGNEUSSP0003004



Corporate Purchasing Cardmember Report

Sign-up For Online Statements

www.americanexpress.com/gopaperless

Prepared For JULIE DEMARCO TOWN OF FAIRFIELD

Account Number XXXX-XXXXX1-56000

Closing Date 08/13/21

Page 1 of 3

 Previous Balance \$
 New Charges \$
 Other Debits \$
 Payments \$
 Other Credits \$

 1,114.28
 2,088.82
 0.00
 1,114.28
 0.00

Balance
Due \$ Do Not Pay

2,088.82 For important information regarding your account refer to page 2.

For your records only - do not pay.

For assistance or questions about your account, contact us at www.americanexpress.com/checkyourbillor call Customer Service at 1-800-492-4920.

A	ctivity	Date reflects either transaction or posting date
---	---------	--

Card N	umber XXXX-XXXXX1-56000	Reference Code	Amount \$
07/23/21	CORPORATE REMITTANCE RECEIVED	07/23	-1,114.28
08/05/21	AMZN MKTP US*2P9LD01 AMZN.COM/BILL 3BSGZVRSG 112-6241350-7865098109 ROC NUMBER 3BSGZVRSGQCF TAX	WA 08/03/21 \$4.97	82.92
08/05/21	CGI*CANVAS ON DEMAND 800-801-6312 REF# 10561537 800-801-6312	NC 10561537000 08/04/21	725.06
07/24/21	MICHAELS #9490 800-642-4235 REF# MIK40170682 ARTS/CRAFTS	TX 07/21/21	168.44
07/29/21	PANERA EREAD #601657 203-373-7761 REF# 16273963781 FOOD & NON A	CT 16273963781 07/27/21	210.40
08/11/21	PRIME VIDEO*2P1WV6Q4 888-802-3080 73S3ZCXJ0 D01-3187658-6403498109 ROC NUMBER 73S3ZCXJ0DVH	08/10/21 WA MAN MIN WALL	(15.94)
08/05/21	WALMART.COM AS 09920 8009666546 REF# W4AGHF1M027 8009666546 REFER TO RECEIPT ROC NUMBER W4AGHF1M0275	AR 08/04/21	164.47
07/30/21	WALMART.COM AT 09920 8009666546 REF# W7D96EL712N 8009666546 REFER TO RECEIPT ROC NUMBER W7D96EL712NI	AR 07/28/21	188.79

Do not staple or use paper clips

Payment Coupon

Continued on Page 3

Account Number Enter 15 digit account number on all payments.

JULIE DEMARCO TOWN OF FAIRFIELD 725 OLD POST RD FAIRFIELD

CT 06824

See reverse side for instructions on how to update your address, phone number, or email.



Prepared For JULIE DEMARCO TOWN OF FAIRFIELD

Account Number Closing Date XXXX-XXXXXX1-56000 08/13/21

Page 3 of 3

Activity (Continued		Reference Code	Amount \$
08/05/21	WALMART.COM AU WALMART.COM REF# WP3MZIP9093 800-966-6546 APPAREL HSWRS/ACC ROC NUMBER WP3MZIP9093D	AR 08/05/21		45.70
07/16/21	WALMART.COM AW 800-966-6546 REF# WQNU80LH016 RETAIL	AR 07/15/21		487.10
otal for	JULIE DEMARCO		New Charges/Other Debits Payments/Other Credits	2,088.82 -1,114.28

See your item details +

Check your <u>order status</u> on Walmart.com

Order Summary

Subtotal (3 items) \$42.97

Delivery

Tax

\$2.73

Total \$45.70

Payment type '

Amex ending in 6000

Billing address

Julie DeMarco 100 Mona Terrace Fairfield, CT 06824 jdemarco@fairfieldct.org

Tell us why you chose this item.

Share a few words about why you purchased this. Your response helps other shoppers make great choices!

Nickname: PoolPlayer

<u>Edit</u>



Personal Security Window & Door Alarm Bell | Wireless Sensor Door Window Burglar Alarm | Pack of 10

Why did you choose this?

) Feedback



Final Details for Order #112-6241350-7865002

Print this page for your records.

Order Placed: August 3, 2021

Amazon.com order number: 112-6241350-7865002

Order Total: \$82.92

Shipped on August 3, 2021

Items Ordered Price

1 of: Whistle, Plastic Whistle with Lanyard, Loud Clear Black Whistles Bulk Great for

Coaches, Referees, and Officials (24PCS)

Sold by: FyaDirect (seller profile)

Condition: New

Shipping Address:

Jeff Steele 100 MONA TER BIGELOW CENTER FOR SENIOR ACTIVITIES FAIRFIELD, CT 06824-6493 United States

Shipping Speed:

FREE Prime Delivery

Shipped on August 5, 2021

Items Ordered Price

4 of: Pandaing 50 Pack Battery Operated Flameless Tea Lights LED Candles for Party, \$15.99 Weddings, Birthdays, Mother's Day, Halloween, Thanksgiving, Christmas Decorations, Batteries Included

Sold by: Pandaing U.S. Store (seller profile)

Condition: New

Shipping Address:

Jeff Steele 100 MONA TER BIGELOW CENTER FOR SENIOR ACTIVITIES FAIRFIELD, CT 06824-6493 United States

Shipping Speed:

FREE Prime Delivery

7.9

\$13,99

Payment information

Payment Method:

American Express | Last digits: 6000

Item(s) Subtotal: \$77.95

Shipping & Handling: \$0.00

Billing address

Jeff Steele BIGELOW CENTER FOR SENIOR ACTIVITIES

Estimated tax to be collected: \$4.97

Total before tax: \$77.95

100 MONA TER

FAIRFIELD, CT 06824-6493

Grand Total: \$82.92

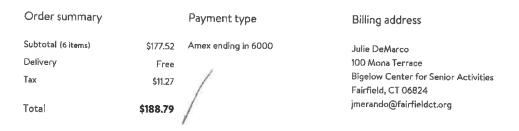
United States

Credit Card transactions

AmericanExpress ending in 6000: August 5, 2021:\$82.92

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2021, Amazon.com, Inc. or its affillates



Tell us why you chose this item.

 $Share \ a \ few \ words \ about \ why \ you \ purchased \ this \ \ Your \ response \ helps \ other \ shoppers \ make \ great \ choices!$

Nickname: Teresa

Thu, Aug 5
We'll send an email with tracking infowhen your order ships.

Bigelow Center For Senior Activities 100 Mona Terrace Fairfield, CT 06824

Item	Qty	Total
Maverick Playing Cards \$0.88	98	\$86.24
Mainstays 22" x 28" Matted to 18" x 24" Wide Poster & Wall Frame, Black \$22.97	1	\$22.97

Items may arrive in multiple boxes on different days

Ships from Walmart

Arrives by	Shipping to		
Mon, Aug 9 We'll send an email with tracking info when your order ships.	Bigelow Center For Senior Activities 100 Mona Terrace Fairfield, CT 06824		
Item		Qty	Total
Mainstays 24x30 Wide Gallery Poster an \$22.99	d Picture Frame, Black	2	\$45.98

Order summary

Order subtotal:

Walmert shipping

FREE
Total tax

\$155.19



Thanks for

Order Number 757832

Business Catering

Onder Type Uniformy

Fulfillment Time 7/28/2021@11:45 AM-12:00 PM

Jate Received Jul 27@10,59 AM

If you need essistance with your order, please contact:

Fairfield - Black Rock Turnpike Cafe #601657 2320 Black Rock Turnpike Fairfield, CT 06825 (203)373-7751

Color Tag/Dot

Bag/Box Count

Sandwich Production Time

Salad Production Time

Order Out of Cooler

Cafe Into Cooler

Customer Copy

Customer Information

Ordered By Janet Merando Jmerando@Fairfieldot.org

Company Senior Center **Phone Number** 203-256-3166

MyPanera #

Order Summary

Pickup/Delivery

Delivery

People Served

15

Contact Name

Janet Merando

Delivery Instructions:

Delivery Address

100 Mona Terrace Fairfield , CT 06604

Payment Information

Our curbside fee and	Subtotal	\$178.33
delivery charge is not	Discount	\$0.00
a tip or gratuity	Тах	\$14,24
	Tip	\$0.00
provided to the driver.	Delivery Charge	\$17.83
Please consider tipping your driver and	Total	\$210.40
cafe staff in appreciation of great service.	Price Per Person	\$11.89

Type Card Number

AMERICA: EXPRESS xxxx-xxxx-60/00

Name Janet **Amount** \$210.40

Please consume, or refrigerate promptly

Order Checked By _____ Bag ___ Of ___

Order () etails

	Qty:	Description	Price
1	3	BLT Rst Tky Avc Sdw	\$39.57
	2	Chan Chinnar Cankia	

	$\overline{}$	once ompher ocome		
	3	Chips		
	2	Steak & Arugula Sdw		\$26.38
		Special Instructions: white cheddar		
4.38	2	Choc Chipper Cookie		
	2	Chips		
	3	Bacon Tky Bravo Sdw		\$34.47
	3	Choc Chipper Cookie		
	3	Chips		
	2	Napa Almd ChxSal Sdw		\$22.98
	2	Choc Chipper Cookie		
0	2	Chips		
	2	Chptl Chicken Avo		\$19.98
		No Drink		
	2	Chips		
	3	Tuna Salad Sandwich		\$29.97
	3	Choc Chipper Cookie		
	3	Chips		
	1	Choc Chipper Cookie		\$2.49
	1	Choc Chipper Cookie		\$2.49
	ns, ut	your order: ensils and plates le.	Subtotal	\$178.33

Enable Accessibility

Michaels

Q

★ Thank You! Order Confirmed.

Need it today? 9.99 SAME-DAY DELIVERY FREE IN-STORE & CURBSIDE PICKUP You will receive a confirmation email shortly. We'll contact you when your order has been shipped or is ready for pickup.

Order Placed:

Jul 21, 2021 at 12:28:28 pm CST

Order Number: MIK40170682



Shipping

Item Description

Shipping Location

Qty

2

Item Total



Michaels

4 Pack: Black Step Frame, Home Collection By Studio Décor® Bigelow Center, 100 Mona Terrace Fairfield, CT 06824 United States

\$150,40

Billing & Payment Details

Brenda Steele Bigelow Center, 100 Mona Terrace Fairfield, CT 06824 United States

Credit Card
Julie Demarco
Amex
*********6000
Exp: 08/2022
Amount: \$168.44

Shipping Address & Method

Brenda Steele Bigelow Center, 100 Mona Terrace Mon, Jul 26 We'll send an email with tracking info when your order ships. Julie DeMarco 100 Mona Terrace Bigelow Center For Senior Activities Fairfield, CT 06824

Item Qty Total

Better Homes & Gardens Austen 5-Piece Counter Height Dining 2 \$458.02

Set, Vintage Oak
\$229.01

Order summary

Order subtotal: \$458.02
Walmart shipping FREE
Total tax \$29.08
Order total \$487.10

Billing information

Billing address

Payment method(s)

Julie DeMarco 100 Mona Terrace Bigelow Center For Senior Activities Fairfield, CT 06824 AMEX ending in 6000



16" x 16" Canvas Prints

Qty: 1 Black Wrap

\$171.00 **\$26.49**

Total	\$725.06
Tax 🕐	\$43.29
Shipping	\$98.99
Coupon	-\$3,179.22
Subtotal (22 items)	\$3,762.00

Canvas On Demand.

Thank you for your order!

Order # 524-9550

Order Date:

Aug 4, 2021

Email Address:

bsteele@fairfieldct.org

Shipping Address:

Brenda Steele Bigelow Center for Senior Activities 100 Mona Terrace Fairfield, CT 06824 United States (203) 254-6455

Payment Method:

American Express

Estimated Delivery:

8/18/2021 Economy Service

Payroll Clerk TH-6

This is a vital position in the Finance Department to the extent provided for by law requires an excellent attendance record. This position reports directly to the Controller. This position processes all of the Payroll functions for the Town. This clerk position is the first line of contact for any and all payroll related issues. This employee is responsible for addressing any issues for all employees and department heads. This position processes the weekly and biweekly payroll warrants, ensures the accuracy, and makes any adjustments as needed. This employee also processes the deductions associated with each payroll including all accounts payable disbursements and taxes. In addition to the responsibilities above, this employee must also reconcile the payroll related bank accounts for the Town and Board of Education. The payroll clerk is also responsible for helping the Controller with any financial issues as needed.

Examples of Duties:

- Act as central contact for all decentralized payroll users
- Train all decentralized payroll users and input exceptions for smaller departments
- Create journal vouchers related to payroll accounts
- Reconcile payroll bank accounts for BOE and Town
- Pay weekly taxes related to Payroll
- Work with Accounts Payable clerk to ensure accurate and timely payment of payroll related disbursements
- Process and ensure accuracy for all weekly and biweekly payrolls
- Responsible for all payroll related inquiries for the Town
- Responsible for monthly/quarterly/ annual tax submissions to the State and Federal agencies
- Run W2s at year-end
- Record all revenue from deposit transmittals
- Make all required adjustments to Payroll
- Run payroll reports for all departments detailing the expenses in all payroll related budget lines
- Perform any other related duty as required

Minimum Qualifications and Abilities:

- Strong knowledge of Munis Payroll, Accounts Payable, and General Ledger modules
- Must be extremely reliable and timely
- Strong organizational skills and ability to prioritize tasks
- Excellent Microsoft Excel and Word skills
- Minimum of 3 to 5 years experience of Payroll and Accounts Payable

AGREEMENT BETWEEN THE TOWN OF FAIRFIELD AND

THE UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)

(by and on behalf of Kiva Barry)

The Town of Fairfield (hereinafter referred to as the "Town"), the United Public Service Employees Union (hereinafter referred to as the "Union") and, Kiva Barry, (hereinafter referred to as the "Employee") hereby agree as follows in full and final resolution of a request for reclassification of the Employee for fiscal year 2022 to 2023:

- 1. Effective July 25 2022, the Town shall reclassify the Employee, Payroll Clerk, Grade 6, Step 4 (\$67,458) to Finance Assistant Grade 7, Step 4 (\$71,460). (See New Job Description for Finance Assistant attached). The Union agrees to the attached new job description of Finance Assistant.
- 2. The Union shall not file a grievance in connection with this matter.
- 3. The Employee freely and voluntarily enters into this Agreement. By signing this Agreement, she acknowledges that she has read and understands the meaning and intent of the Agreement and he further acknowledges that prior to signing she has had the assistance and advice of his Union representatives and/or legal counsel. The Employee agrees that she will hold harmless the Town and its agents and the Union and its agents from any liability or cause of action known or unknown, which may arise from the administration of this Agreement. This Agreement resolves all outstanding issues involving the entitled reclassification as referenced in no. 1 of this Agreement and extinguishes any and all claims she may have in connection with reclassification for fiscal year 2022-2023. This Agreement shall not constitute a release or waiver of any rights the release of which is prohibited by law.
- 4. This Agreement shall not be considered or construed as an admission of any liability or any wrongdoing whatsoever on the part of the Town or any other present or former officer, agent or employee of the Town, or any contractual violation by the Town.

AGREEMENT BETWEEN THE TOWN OF FAIRFIELD AND

THE UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)

(by and on behalf of Kiva Barry)

Page 2 of 2

5. This Agreement is specific to and limited to the Employee. It is with prejudice and without precedent in any other dispute between the parties. It shall not serve as precedent in any pending or future dispute between the parties and shall not be admissible as evidence in any hearing or contested case proceeding involving anyone other than the Employee except to enforce its terms.

Employee

Date

For the Union

Date

For the Town of Fairfield

Date

Finance Assistant TH-7

This is a vital position in the Town of Fairfield Finance Department. This position reports directly to the Controller. This employee processes the weekly and biweekly payroll warrants, ensures the accuracy, makes any adjustments needed, and addresses any related issues that may arise. This position is also responsible for training employees and assisting employees with payroll records, forms and files. This employee also processes the deductions associated with each payroll including all accounts payable disbursements and taxes. This employee also tracks, monitors, and processes general Accounts Payable transactions, including utility, diesel, and fuel accounts. This position also requires financial analysis and the ability to efficiently and accurately calculate various financial projects. This employee works closely with the Human Resources Department and the Budget Director to ensure accuracy and accounting within the MUNIS Financial System. The Finance Assistant is also responsible for helping the Controller with any financial issues as needed.

Examples of Duties:

- Act as a central contact for all decentralized payroll users
- Train all decentralized payroll users and input exceptions for small departments
- Train Accounts Payable Clerks and Part-Time employees in office functions, work load, projects and MUNIS
- Assist Human Resources with various projects and reports
- Create journal vouchers related to payroll accounts
- Pay weekly taxes related to Payroll
- Work with staff in Finance and/or Human Resources to ensure accurate and timely payments or payroll related disbursements
- Process and ensure accuracy for all weekly and biweekly payrolls
- Review and respond to payroll inquiries for the Town
- Record all revenue from deposit transmittals
- Make all required adjustments to Payroll
- Run payroll reports as necessary or required for all departments detailing expenses in all payroll related budget lines
- Manage and monitor complex accounts, including but not limited to utility, diesel and fuel accounts
- Work closely with the HR/Finance teams to ensure accurate financial reporting
- Perform any other related duty as required

Finance Assistant TH-7 (Page 2 of 2)

Minimum Qualifications and Abilities

- Strong knowledge of Munis Payroll. Personnel. Accounts Payable, and General Ledger modules
- Extremely reliable and timely
- Strong organizational skills and ability to prioritize tasks
- Excellent Microsoft Excel and Word skills
- Strong financial skills and abilities
- Strong analytical and data gathering skills
- Excellent interpersonal communication and problem-solving skills
- Minimum of 3 to 5 years experience of Payroll and Accounts Payable

Effective July 25, 2022



TOWN OF FAIRFIELD

FINANCIAL ANALYST/MANAGER

(Salary Range: \$71,228 - \$99,013)

DESCRIPTION OF WORK:

The Financial Analyst/Manager position serves as the Finance Department's liaison to other Town departments, providing oversight and technical assistance on financial matters, with an emphasis on capital projects.

Essential Job Functions:

- Monitors and provides status reports on capital project budgets, expenditures, and grants to internal and external stakeholders.
- Coordinates and assists in reporting of additions and disposals of fixed assets with Associate Analyst.
- Coordinates compilation of all backup documentation for capital projects in preparation for board meetings.
- Assists in development of the Town's capital improvement plan.
- Provides expense and revenue reports relative to usage of Transfer Station.
- Provides reports of miscellaneous revenue collection.
- Assists in preparation of Requests for Proposals.
- Ensures department compliance with financial controls.
- Administers grants and assures adherence to terms and conditions of grant contracts.
- Performs reconciliations of financial records and transactions.
- Oversees purchasing process for DPW.
- Coordinates scheduling and preparation for capital project meetings.
- When requested, attends meetings of various commissions, and elected Town bodies.
- Performs other duties as assigned.

Note: The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.

SUPERVISION RECEIVED:

Works under the direction of the Chief Fiscal Officer or designee.

KNOWLEDGE, SKILL AND ABILITIES:

- 1. Knowledge of municipal fund accounting.
- 2. Knowledge of MUNIS financial software preferred or ability to learn MUNIS.
- 3. Knowledge and understanding of basic accounting principles and practices.
- 4. Ability to use MS Office.
- 5. General understanding of local government processes.
- 6. Ability to provide clear and concise oral and written communication.
- 7. Familiarity with grants and grant management software.
- 8. Experience with project accounting/management.
- 9. Construction industry experience helpful.
- 10. Ability to establish and maintain effective working relationships.

EXPERIENCE AND TRAINING:

Bachelor's degree in Accounting or Finance from an accredited four (4) year institution of higher learning and not less than 2 years of employment in an accounting financial capacity OR graduation from a recognized two (2) year institution with an Associate's Degree in Accounting or Finance and not less than 4 years of experience in an accounting financial capacity. Municipal financial experience and operations management preferred.

HUMAN RESOURCES ADMINISTRATIVE INVESTIGATION JOHN BODIE, SUPERINTENDENT THE WATER POLLUTION CONTROL FACILITY (WPCF)

I. AUTHORITY AND INVESTIGATION TEAM

A. Authority/Responsibility of Human Resources Director for Investigation

• Standard of Conduct Municipal Fraud Policies and Procedures, Section D (Exhibit E)

B. HR Investigation Team:

- Cathleen Simpson, HR Director (Lead)
- Joanne Courtemanche (Labor Relations Specialist)
- Ivanna Vintonyak (HR Paralegal)

II. SUBJECT AND EMPLOYMENT HISTORY, INCLUDING NOTICE/TRAINING

A. Subject: John Bodie

1. Employment History

John Bodie, Superintendent of the WPCF, is the subject of this investigation. The WPCF is a wastewater treatment plant. It is a facility where a person's wastewater from their toilets, sinks, and tubs is cleaned. They are an integral part of the sanitation process to ensure the health and safety of residents in a community. The WPCF discharges 10 million gallons per day of treated effluent to Long Island Sound. More than 95 percent of the pollutants are removed, generating 5,000 tons of sludge per year which is mixed with the Town's discarded leaves and brush and then composted into organic soil.¹

Mr. Bodie was hired by the Town in 1985 as a Laborer II. After being promoted to Wastewater Maintenance Repairman, he resigned effective 10/27/1989. He was rehired by the Town on May 4, 1992 as a Laborer II. Since that time, he has held the following positions:

- Maintenance Repairman III, January 24, 1994
- Wastewater Pollution Operator, April 15, 1999
- Maintenance Manager, October 8, 2001
- Assistant Superintendent, April 21, 2013
- Acting Superintendent WPCF (until William Norton was rehired), December 16, 2017
- Superintendent, October 24, 2021

¹ https://www.fairfieldct.org/sewer

John Bodie's predecessor, William (Bill) Norton, Former Superintendent WPCF, whose Town issued credit card use was reviewed as part of this investigation was hired as Superintendent WPCF, July 6, 2015. He was reclassified from Superintendent WPCF (Grade 9 to 11), February 19, 2017. (Exhibit U) Mr. Norton resigned from the position on December 15, 2017 and was rehired as Superintendent WPCF on June 23, 2019. Mr. Bodie was in the Acting Superintendent position during the time from Mr. Norton's resignation in 2017 to his rehire in 2019. Mr. Norton resigned on October 15, 2021 and Mr. Bodie took his place as Superintendent.

There is no record of any prior disciplinary action for Mr. Bodie. During his employment, He has received exceptional and outstanding overall service ratings. In 2018, Mr. Bodie received an Energy Management Achievement Award from the New England Water Environmental Association (NEWEA).

The Water Pollution Control Superintendent position is in the PETA Union, SG 11, and pursuant to the job description reports to the Director of Public Works. (Exhibit O, see also organization chart, Exhibit P) This position was reclassified by Human Resources on or about February 2017 from a labor grade 9 to an 11 due to the high level of responsibility required of the position (Exhibit U). Mr. Hibson identified the following as a basis for the upgrade:

The WPCA Superintendent is a 24 hour operation. The only other operations that are 24 hours are the Police Department and the Fire Department. The Superintend[ent] is directly responsible for a budget of over \$5,000,000 and plant and equipment worth significantly more. Additionally, the Superintendent has direct supervisory responsibility for 22 employees.

A review of the positions in labor grade 9 indicate that none of the positions have nearly the responsibility in regards to managing a budget, plant and equipment, and personnel...

(Exhibit U, p. 3)

The Water Pollution Control Authority (WPCA) is a permanent authority under the Charter, Article X, Section 10.13. (Exhibit R) with the power to "[p]lan, lay out, acquire, construct, reconstruct, equip, repair, maintain, supervise and manage and, through the Department of Public Works, operate a sewerage system." (Section 10.13, Exhibit R)

The Superintendent is responsible for the following in addition to other duties:

- Management of department employees in performing standards set by the Town and state mandate;
- The operation of the Town's sanitary sewer system;

• For preparing budgets, attending WPCA meetings, ensuring compliance with treatment plant discharge permit requirements

(Exhibit M)

One of the examples of typical duties and responsibilities is "[i]nstructing personnel in treatment plan, pump station, and sewer main operation and maintenance. Provide[s] training and instruction of safe work practices, injury prevention and performance of job duties. Assists in the hiring of employees, trains, develops, and evaluates the work of treatment plant employees."

2. Notice Issued to John Bodie

Exhibit T:

- Prevention of Sexual Harassment Training, October 3, 2007
- Acknowledgement of Receipt of the WPCF Employee Handbook Agreement, May 8, 2008
- Preventing Sexual Harassment in the Workplace Training, March 22, 2013/Sign-up sheet
- Supervisor's Boot Camp, April 25, 2013
- Prevention of Sexual Harassment Training, March 3, 2020

Exhibit F:

- Cardholder Memorandum of Agreement, January 13, 2021
- Cardholder Memorandum of Agreement, January 18, 2023

III. WITNESSES

- 1. John Bodie, Superintendent
- 2. William Norton, Former Superintendent
- 3. Peter Ritchey, HR Assistant Director
- 4. Concetta Saxl, Senior Internal Auditor
- 5. Lieutenant Matthew J. Riendeau, Lieutenant
- 6. Brian D. Griffin, Detective
- 7. John Cottell, Assistant Public Works Director
- 8. Danielle Morrison, Chemist

IV. EXHIBITS

- A. HR Administrative Investigation Report (January 18, 2023-out of state travel request)
- B. Email from Concetta Saxl, January 12, 2021, with attached policies and forms

- C. Email from Concetta Saxl, January 6, 2023, with attached policies and forms.
- D. Revised Reconciliation Voucher Form and Sample
- E. Pertinent Policy/Code:
 - Town Mission
 - Code of Conduct (Charter)
 - Code of Conduct Municipal Fraud Policies and Procedures
 - Travel & Meeting Policy
 - Procurement Credit Card Program
- F. Credit Cardholder MOU with Policies Signed by John Bodie (2021; 2023)
- G. Chart of Food Charges (Other Than Conferences) Made by John Bodie (2021-2022)
- H. AMEX Credit Card Statements/Receipts (2021-2022) for John Bodie
- I. AMEX Credit Card Statements and Receipts (1/21-10/21) for William Norton
- J. Charts of Initial Review of Credit Card Purchases by John Bodie (2021-2022)
- K. Chart of Review of Credit Card Purchases Made by William Norton (2018-2021)
- L. Chart of Review of Credit Card Purchases Made by John Bode (2018-2020)
- M. Job Description WPCF Superintendent
- N. Notice of Administrative Leave with Pay
- O. Sample Meal Ticket for Members of UPSEU, Unit #454 Article VII, Section 7.14
- P. Organizational Chart
- Q. MOU Ronald Wallace (placement in interim Superintendent position)/Chief, Shift, Process Control Operator, and Direct Responsible Charge Verification Form
- R. Section 10.13 of the Town Charter Water Pollution Control Authority
- S. Notice to DEEP. 12/27/17
- T. Notice to John Bodie Other than Credit Card Holder MOU with policies
- U. Memo to Personnel File from Emmett Hibson re: William Norton Reclassification, 2/27/17
- V. Email Lefkowitz/Baldwin/Simpson
- W. June 27, 2006 Town Travel and Meeting Policies and Procedures/Mileage Reimbursement/July 25, 2006 Reminder of Town Travel and Meeting Policy
- X. 2010 Email re: Food at Meetings Policy
- Y. 3/14/20 Memorandum of Agreement Use of Town Credit Card
- Z. 4/4/20 Cardholder Memorandum of Agreement/Procurement (credit) Card Program ...
- AA. MOU Form and Policy Between Twig Holland, Director of Purchasing and Cardholder
- BB. 4/27/06 Summarization and Addendum of MOU for Credit Card Holders
- CC. Referral to the Fairfield Police Department/Police Report
- DD. Senior Internal Auditor Job Description
- EE. Cardholder Memorandum of Agreement Signed by William Norton, 2/2/21/Town Vehicle Policy signed 7/9/15/Acknowledgement of Receipt of Sexual Harassment Policy, 7/6/15/Retention and Disposition Policy Acknowledgement of Receipt, 76/15/Sexual Harassment Prevention Training, 2020
- FF. Email Correspondence between Simpson/Morrison copied to Jude Fitzpatrick March 2023
- GG. Email to John Cottell, March 20, 2023

HH. Email to William Norton, March 20, 2023

II. Questionnaire to John Bodie and his responses

V. ACTION TAKEN UP TO AND INCLUDING REFERRAL TO THE FAIRFIELD POLICE DEPARTMENT

A. Submission of Out of State Travel Request Lead to a Separate Administrative Investigation of John Bodie for His Use of a Town Issued Credit Card

On January 10, 2023, Human Resources was asked by Jennifer Carpenter, Deputy CAO, to review an out of state travel request to attend the NEWEA conference in Boston that was submitted by John Bodie, Superintendent WPCF, and his staff member, Danielle Morrison, for a total of \$4,500. (Exhibit A-see Ex. 2 which is part of Exhibit A for details on the out of state travel request.) As Mr. Bodie reported that he had been approved for similar out of state travel in the past and made charges to his Town issued credit card for this conference in November, 2022, the undersigned reviewed his Amex statements for 2021-2022 (Exhibit H). The review revealed suspect charges on Mr. Bodie's Town issued AMEX card that potentially could be in violation of the following Town Policies (Exhibit E):

- Town Mission
- Code of Conduct (Charter)
- Code of Conduct Municipal Fraud Policies and Procedures
- Travel & Meeting Policy
- Procurement Credit Card Program

Additionally, on January 6, 2023, the undersigned and Joanne Courtemanche, Labor Relations Specialist met with Dana Kery to follow up on a complaint she submitted concerning alleged fraudulent purchasing by Town employees, including credit card purchases. Ms. Kery's complaint was a result of a FOIA request she made for records associated with purchasing and spending by Town employees². These records included Amex Statements of Town employee cardholders for June, July, and August 2022. Ms. Kery as part of her complaint pointed to credit card purchases made by Mr. Bodie in May and June of 2022:

- Amazon Core Trainer Wobble
- Amazon Defender case-1 phone SE/817 Black 29.99
- Bassets Auto Glass Invoice 5057 \$250.00
- Restaurant Expenses from 5/23-5/25 totaling \$650.00

² Pursuant to the Town's Standards of Conduct Municipal Fraud Policies and Procedures, Exhibit E, the First Selectwoman contacted the Town Attorney, Chief of Police, Director of Human Resources and the Town Chief Fiscal Officer on or about December 20, 2022.based on the Kery complaint alleging fraud. The Director of Human Resources was assigned to investigate commence an administrative investigation in accordance with the Town's Standards of Conduct Municipal Fraud Polices and Procedures.

Human Resources conducted a separate administrative investigation of John Bodie based on the review of the out of state travel request which occurred on or about the same time Human Resources met with Ms. Kery. Due to the he high-level position held by Mr. Bodie and the allegations of fraud, Mr. Bodie was placed on administrative leave with pay on January 27, 2023 pending the HR investigation. (Exhibit N) Ronald Wallace, Assistant Superintendent, was placed as Interim Superintendent effective February 1, 2023 pursuant to an Agreement between the Town, Mr. Wallace and the PETA Union effective February 1, 2023 and the Department of Energy and Environmental Protection (DEEP) was noticed of the change of the position. (Exhibit Q).³

B. Telephone Discussion with William Norton, February 10, 2023

On February 10, 2023, Mr. William Norton contacted the undersigned at approximately 4:15 PM and reported the following:

- He is currently working for Glens Falls, NY for its WPCF
- He worked with John Bodie for 6 years in Fairfield and John Bodie is such an asset, gets in early, works at home
- He is calling because Mr. Bodie reached out to him and Mr. Norton wants to help him
- He presumes Mr. Bodie is on leave for the same things he did when he was Superintendent of the WPCF.

When I asked Mr. Norton what things he was referring to, he said "birthday cakes", "meals", and "Christmas parties". He reported how when he began working for the WPCF, staff were not getting along and emphasized how bad the morale was at that time. He indicated that he and John Bodie brought staff together and they are like family. He also indicated that since John Bodie staff has reached out to him.

In response to Mr. Norton's report that he engaged in similar conduct as Mr. Bodie with the use of the Town issued credit card with purchasing "birthday cakes", "meals", and "Christmas parties", Human Resources conducted a review of Mr. Norton's credit card use from January, 2021 to October, 2021 when John Bodie became Superintendent A review demonstrated similar suspect purchases made by Mr. Norton as to those made by Mr. Bodie from 2021 to 2022.

C. Referral to the Fairfield Police Department, February 16, 2023 (Exhibit CC)⁴

³ Selectwoman Nancy Lefkowitz is member of the WPCA pursuant to section 10.13 A of the Town Charter. (Exhibit R) ³On February 15, 2023, Nancy Lefkowitz, Selectwoman, contacted the undersigned and Attorney Jim Baldwin, Town Attorney, requesting additional information regarding Mr. Bodie's placement on administrative leave with pay. The email correspondence between the parties has been incorporated as part of this administrative investigation as Exhibit V.

⁴ The elements of a crime differ from those of a prescribed work rule offense, although the behavior may be the same. In accordance with the Town's Standard of Conduct Municipal Fraud

Human Resources focused its initial review of Mr. Bodie's credit card use starting in October 2021, which was the time Mr. Bodie became permanent as Superintendant for the WPCF, through 2022. A thorough review of Mr. Bodie's AMEX statements and receipts was conducted and revealed in addition to potential violation of Town policies, potential criminal conduct such as defrauding a public community. (Exhibit J) As part of the Human Resources review, we eliminated from the summary/chart, Exhibit J, what appeared to be work-related purchases. We narrowed our review to credit card transactions that appeared to be in violation of the policy and law.

Based on our review and in accordance with the Town's Standard of Conduct Municipal Fraud Policies and Procedures, Exhibit E, we referred the matter to the Fairfield Police Department on February 10, 2021, which included the following records/information:

- Pertinent Policy/Code
- HR Administrative Investigation Report (Out of State Travel)
- Credit Card Memorandum of Understanding Signed by John Bodie in 2021 and 2022
- AMEX Statements and Receipts (2021-2022) for John Bodie
- AMEX Statements and Receipts (1/21-10/21) for William Norton
- Chart of Suspect AMEX Card Use by John Bodie for 2021 and 2022 Prepared by Human Resources
- Report of Discussion with William Norton on February 10, 2023

Human Resources indicated it would continue its independent administrative investigation; however, would hold interviewing John Bodie in abeyance until the Fairfield Police Department had an opportunity to request an interview with Mr. Bodie.

VI. ACTION TAKEN POST REFERRAL TO THE FAIRFIELD POLICE DEPARTMENT

A. HR Meeting with WPCF Employees, February 17, 2023

On February 17, 2023, Peter Ritchey, Assistant HR Director, received a phone call from Danielle Morrison, Chemist at the WPCF, reporting there were high level concerns being raised by WPCF staff regarding John Bodie's leave of absence. Mr. Ritchey offered to meet with them at the Treatment Plant to listen, indicating he may not have any answers.

At approximately 11:00 am on that day, Mr. Ritchey met with WPCF staff with the goal and expectations to listen to the WPCF employee concerns and answer questions without compromising the pending HR administrative investigation. In addition to expressing concerns

Policies and Procedures, Human Resources is mandated to conduct a thorough administrative investigation regardless of the Fairfield Police Department's findings.

about the operations of the Treatment Plant, they focused on the status of Mr. Bodie's leave. One employee asked Mr. Ritchey if Mr. Bodie had been fired. Mr. Ritchey responded that he was not fired and presently out on a leave.

One of the employees commented that he heard "some woman in Town has submitted a FOIA wanting to know WPCA over-time, job descriptions and credit card usage" and "they are under a microscope." Another employee commented about "paying back for the birthday cakes or other items if Bodie's credit card usage is an issue." The employees expressed concern about not having heard any time line as to when Mr. Bodie would be back.

They asked Mr. Ritchie and he responded that he was not involved in the discussions and had no insight. He did say that with that update being known, they should continue on doing their respective jobs, and escalate any issues to Ron Wallace, Interim Superintendent, who will escalate to John Cottell, Assistant Director Public works, and/or John Marsilio, Director of Public Works.

Other comments regarding John Bodie were:

- Bodie isn't a bad guy
- He's honest Abe
- Don't understand why he is in trouble.
- Feels like Bodie is a scapegoat
- Foolish to lose him

The meeting ended at approximately 12:05 pm.

B. Review of Card Holder/Travel & Meeting Policies

As part of the administrative investigation, the undersigned reviewed the history of policies associated with Town issued credit cards and travel/meetings. The following is a time line of policies since 2020:

1. March 14, 2000: Connie Nolfi⁵, Town Auditor, (Concetta Saxl, currently in the position of Senior Internal Auditor-PETA Union President) created a memorandum of agreement

⁵ § 9.15 of the Town Charter covers the Internal Auditor or Auditors for the Town:

A. Number. The Board of Selectmen shall appoint at least one Internal Auditor and shall determine from time to time the number of Internal Auditors necessary to carry out the duties of the office and shall accordingly increase or decrease the number of Internal Auditors appointed.

B. Duties. The Internal Auditor or Auditors shall:

⁽¹⁾ Monitor the departments, officers, employees, boards, and commissions of the Town for fiscal policy compliance;

⁽²⁾ Report on a regular basis to the Fiscal Officer; and

for card holders (Exhibit Y, Exhibit AA) Memorandum of Understanding Between the Cardholder and Twig Holland, Director of Purchasing (not dated): Policy prohibited use by any other person besides the card holder as well as use for personal purchases. It required substantiation of purchases for official Town business. For travel and meetings, justification with proper sales receipt as well as an expense report detailing the date, place(s) visited, participants at the meeting and purpose of the meeting. (Exhibit AA)

- 2. April 27. 2006: Summarization Addendum to the "Memorandum of Understanding" created by Connie Nolfi, Town Auditor, (Concetta Saxl, currently in the position of Senior Internal Auditor-PETA Union President) reiterating that the credit card must not be used for personal reasons for themselves or others, purchases must be validated and for legitimate Town business, as well as other requirements. (Exhibit BB)
- 3. **June 27, 2006**: Memo to All Departments from Connie Nolfi, Town Auditor, (Concetta Saxl, currently in the position of Senior Internal Auditor-PETA Union President), Exhibit DD), Re: Town Travel and Meeting Policies and Procedures. Policy includes requirements to obtain reimbursement for travel and meeting expenses. A memo regarding mileage reimbursement rates was also issued on July 25, 2006. (Exhibit W)
- 4. **July 25, 2006:** Memo to All Department Heads from Connie Nolfi, Town Auditor, Re: Travel Meeting and Expenses. (Exhibit DD) This was a reminder that was to be posted for employee review regarding reimbursement for Town Travel and Meeting expenses.
- 5. October 26, 2010: Email between Twig Holland, Director of Purchasing, and First Selectman Ken Flatto re: Food at Meetings. This was a request from the Director of Purchasing for the First Selectman to clarify the policy on providing food for night meetings. First Selectman Flatto responded: If there is a special exception for a truly one shot very long meeting of a Board or Commission that requires them to work through a meal time or something that is well beyond the norm, it is ok for a manager to have the discretion to offer some small limited amount of food and get reimbursement, but we should not have food paid for by taxpayers for the meals of volunteers or employees at work meetings in general or any kind of basis except for those very unusual rare justified situations..." (Exhibit X)
- 6. August 4, 2020: Procurement (Credit) Card Program, Cardholder Memorandum of Agreement: policy prohibits credit card use for personal purposes or for items purchases for others that are personal in nature, including alcohol, cash advances, gift certificates,

⁽³⁾ Make reports to the Board of Selectmen and the Board of Finance semi-annually and at any other times requested by either Board.

⁶ The limit for total meals & incidental expenses in 2006 was \$64 (\$12 for breakfast; \$18.00 for lunch; \$31,00 for dinner; and \$3.00 for incidentals. The policy in effect in 2021-2022 allows for a total of \$51.00 broken down as \$11.00 for breakfast; \$12.00 for lunch; \$23.00 for dinner; and \$5.00 for incidentals. Ms. Saxl reported that she believes Mr. Robert Mayer when he was CFO reduced the amount for meals for the reason he thought they amounts were too high.

fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc. The policy also required for "[t]he nature of the purchases [to] be substantiated at all times and [the cardholder] must be able to validate the official need for the purchase." It required "prudent judgment for purchases" as well as reconciliation for each item purchases, including receipts. Two signatures were required for the reconciliation voucher: the cardholder and the department head. If the cardholder was a department head then the signature of the CFO was required.

X ...

This policy referenced the Travel and Meeting policy and cardholders were required to submit for credit card purchases for meals justification including the date, place (s) visited, participants at the meeting, and purpose of the meeting. It stated: It is imperative that all Travel and Meeting charges be for <u>Town business related purposed only</u>. For meals charged on the credit card, it was prohibited for cardholders to charge meals for persons not directly employed by the town including interns and volunteers. Meals charges had to directly relate to specific Town business or meeting.

The policy also prohibited use by any member of the cardholder's staff, family, supervisor or anyone else besides the cardholder.

The policy provided notice that violation of the policy could result in disciplinary action.

7. January 12, 2021, Ms. Saxl issued an email to Town Credit Card Holders, including John Bodie, with the policy, pertinent forms and a "Cardholder Memorandum of Agreement" for cardholders to sign and return to her. (Exhibit B) In her email Ms. Saxl states: As a cardholder, you are required to understand and abide by the policies and procedures, responsibilities and limitations associated with this policy and use of the Town's credit card."

Ms. Saxl also issued the "Top 10 Reminders" as part of her notice which included the following:

- Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason-the Town approved vendor for office supplies.
- Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- All information technology purchases must first be pre-approved by the Director of Information Technology.
- All food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.

Ms. Saxl in her notice directed cardholders to:

Please read the attached policy and complete the last page entitled "Cardholder Memorandum of Agreement" and forward the completed package to me by January 19, 2021.

The policy issued to all cardholder members included the following notice, pp. 1-2:

- The purpose of this memorandum of understanding is to summarize the policies and procedures, responsibilities and limitations associated with the use of the Town's procurement (credit) card; to acknowledge that you understand your responsibilities as a cardholder, including punitive sanctions for misuse of your credit card.
- ...No member of your staff, your family, your supervisor or anyone else may use this card. It is the cardholder's responsibility to safeguard the credit card and account number at all times. Misuse of your card will be considered a violation of trust and may require that the card be withdrawn with subsequent disciplinary action.
- THE CREDIT CARD IS NOT TO BE USED FOR PERSONAL PURCHASES: ...[t]he credit card must not be used for personal purpose or for items purchases for others that are personal in nature. This includes alcoholic beverages, cash advances, gift certificates, fruit baskets, birthday cakes, retirement gifts, donations, pharmaceuticals, etc.
- You must comply with federal, State and Town Ordinances, Charter provisions, regulations, policies and procedures.
- Purchases must not be split to avoid Town bidding requirements.
- Capital items must not be purchases on the credit card. This includes computers, machinery, equipment and other items with individual costs greater than \$1,000.
- Use of the credit card is not intended to replace effective procurement planning which enable volume discounts.
- The nature of all purchases must be substantiated at all times and you must be able to validate the official need for the purchase. If you cannot substantiate wither the purchase was necessary and for official Town use, disciplinary action may occur.
- Consequences of misuse of the credit card may include...Disciplinary action up to and including personal liability and repayment.

On page 2 of the policy, under section II, cardholders are expected "...to use prudent judgement whenever using the Town card for department purchases. Department Heads must do their best to limit the use of their credit card..."

On page 3 of the policy for purchasing procedures the requirements of cardholders for making purchases include the following:

- Notify the merchant that the purchase is for the Town of Fairfield and that it is <u>exempt from state sales tax.</u> The vendor may ask you to provide a Cert 134 form (for commodities) and Department of Revenue Services-Statement of Tax-Exempt Status. Meals and lodging use the Cert-112. These forms may be obtained from the Purchasing Department.
- Consult with Purchasing to ensure that you are using pre-approved local order vendors when making purchases.

On page 4 of the policy, it states that "a minimum of...two signatures are required on the Reconciliation Voucher..." The policy requires the Cardholder to sign and the "...Department Head must <u>ALWAYS</u> sign the Reconciliation Voucher designating approval. If he cardholder is the department Head, then the signature of the Chief Fiscal Officer must be obtained designating review and approval."

On page 4 of the policy under the Travel and Meeting section, cardholders are noticed that "[a]ll items charged to your credit card for the purpose of Town-related travel and meetings (including luncheons, dinners, seminars, etc.) must be justified by proper sales receipts and **be fully documented on a Travel and Meeting expense report**. The policy further requires for the cardholder to "...detail the date, place(s) visited, participants at the meeting, purpose of the meeting and total amount charged to the credit card." The policy states "[i]t is imperative that all Travel and Meeting charges be for **Town business related purposes only.**"

Page 5 of the policy under the meals charged on credit card section states:

- Meals charged on the credit card are limited to consumption by that individual employee only and should directly relate to specific Town business or meeting. Employees must not charge meals for persons not directly employed by the Town of Fairfield, including interns, volunteers, committee members, vendors, and outside business associates.
- Business Meals During Meeting: The meeting should...have a clear, reasonable, specific business purpose and agenda.
- Be a direct expense that is necessary in order to conduct Town business.

• All meals purchases shall be reported on the Travel and Meeting expense report and shall detail the date, name of food establishment, business purpose for the meal and the total amount charge dot the credit card.

With respect to disputed items on page 5, "[t]he cardholder is responsible for reporting/returning unsatisfactory good or services to the merchant for replacement or refund. If the merchant refuses to remedy the faulty condition, the purchase of he item(s) will be considered to e in dispute." For charges on the cardholder's statement that "...are deemed incorrect then your statement is considered to be in dispute. A disputed item just be noted on the cardholder's Statement of Account and American Express must e notified immediately. The Town will make full payment of the disputed charge and American Express will credit the disputed charge on the following month's statement."

- 8. **January 13, 2021:** John Bodie signed the Card Holder Memorandum of Agreement acknowledging that he has "...read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card." He further acknowledged his receipt of the credit card "to be sued for the purpose of making purchases on behalf of the Town of Fairfield..." and understands his "responsibility as a cardholder, which include punitive sanctions for misuse of [the] credit card." (Exhibit F)
- 9. **February 16, 2021:** Ms. Saxl issued a refresher notice with same information as issued on January 12, 2021 to Department Heads who did not receive the information in January, 2021. William Norton was one of the recipients of this email. (Exhibit B)
- 10. **February 2, 2021:** William Norton signed the Card Holder Memorandum of Agreement acknowledging that he has "...read the Town of Fairfield Memorandum of Understanding regarding the procedures, responsibilities and limitations associated with the use of the Town credit card." He further acknowledged his receipt of the credit card "to be sued for the purpose of making purchases on behalf of the Town of Fairfield..." and understands his "responsibility as a cardholder, which include punitive sanctions for misuse of [the] credit card." (Exhibit EE)
- 11. **January 6, 2023**: Email notice to Town Credit Card Holders, including John Bodie, regarding an updated Town of Fairfield Credit Card Policy entitled *Cardholder Memorandum of Agreement*. (Exhibit C) Ms. Saxl attached pertinent policy and forms, including the Travel & Meeting policy. Ms. Saxl noticed credit card holders to return the agreement acknowledging their responsibility to abide by policies, procedures, responsibilities and limitations associated with the cardholder policy and the use of the Town issued credit card by January 18, 2023.

The new procedures under this policy include for any single credit card purchase that exceeds \$1,000 must receive email approval first from the Department Head and then

from the CFO prior to making the purchase. Although listed as a new procedure but was part of the previous policy is the requirement for Department Heads who are also cardholders to forward the monthly reconciliation vouchers to the CFO for approval. Ms. Saxl listed 11 top reminders which include:

- Utilize all available discounted pricing for your purchases whenever possible. Department office supplies should be purchased from WB Mason-the Town approved vendor for office supplies.
- Do not pay sales tax.
- Prior to submission, all Reconciliation Voucher Packages must be signed off by your Department Head.
- All information technology purchases must first be pre-approved by the Director of Information Technology.
- All food purchases must be documented and justified utilizing the "Travel and Meeting Expense Report" and must pertain to Town business or meeting.
- All out of State travel must first be pre-approved by the First Selectwoman using the "Request Form-Out of State Travel"

The updated policy included the daily meal reimbursement amounts when out of Town or when traveling on Town Business that are referenced in the Town's Travel & Meeting policy.

provided by credit card holders for this investigation as well as the broader one for all other credit card holders, Human Resources in partnership with the CFO and Purchasing Director revised the reconciliation voucher to require more detailed information/justification as well as an attestation that the card holder did not make charges that violate purchasing rules. Also, the reconciliation voucher sheet added a reminder about potential consequences for not following the policy or committing fraud. On February 16, 2023, Department Heads at the Department Head meeting were provided the updated reconciliation voucher sheet, request of out of state travel and meeting/meal backup. Samples of how to complete the forms were also distributed to the Department Heads. Pertinent policies, with links are also referenced in the updated reconciliation form. (Exhibit D) At the February 16, 2023 Department Head meeting, it was stressed by the CFO and HR for Department Heads to consider who has been issued credit cards and why.

Many Department Heads, including John Bodie (see Human Resources Administrative Investigation Report, Exhibit A,), indicated that they were not aware of the Town Travel and Meeting policy, including dollar limits on purchases for meals with Town issued credit cards. In response, Human Resources incorporated the Travel & Meeting policy in addition to purchasing policies as part of the Employee Handbook.

D. Review of AMEX Statements

See Exhibits J, K, and L (charts identifying charges made by John Bodie and William Norton)

Initially, the review of the AMEX credit card statements was limited to the years 2021 to 2022 as Mr. Bodie became permanently appointed to the position of Superintendent in October of 2021 and had signed the MOU acknowledgement that: "As a cardholder, you are required to understand and abide by the policies and procedures, responsibilities and limitations associated with this policy and use of the Town's credit card." (Exhibit B). As Mr. Norton during his conversation with the undersigned on February 10, 2023, reported that he presumed Mr. Bodie was on leave for doing the same things Mr. Norton did when he was superintendent, such as using the Town issued credit card for birthday cakes, meals and Christmas parties, HR commenced with a review of Mr. Norton's credit card use from January 2021 to October, 2021 when he retired. The records for use of the credit card by Mr. Norton and Mr. Bodie were provided to the Fairfield Police Department as aforementioned under section C on February 16, 2023.

After submission to the Fairfield Police Department, HR continued its review of charges made by both John Bodie and William Norton from January 2018 to December, 2020. Upon review of both Mr. Norton's and Mr. Bodie's credit card charges, what stood out to HR related to various charges at restaurants, supermarkets, BJ's, Amazon, and hotel resort reservations and eateries. The required reconciliation reports that accompanied each month's back up was utilized more of a summary/list of charges rather than an accounting of why or how the expense relates to Town business. for meals, there was no agenda submitted or list of participants who consumed the food and/or beverages. There were monthly recurring charges at BJ's for food and refreshments as well as monthly charges at various eateries for staff breakfasts, lunches or evening meals, including but not limited to:

- Luigi's
- Subway
- Five Guvs
- Doughnut Inn
- Taco Bell
- Wendy's
- Dairy Queen
- Duchess
- Chick-Fil-A
- The Pantry
- Pepe's Pizza
- Bud's Deli

There were also purchases for other items such as:

 Monthly Amazon charges without itemization or justification for business related expenses.

- Many charges for conferences that included travel expenses that seemed excessive, including meals
- Recurring charges for seminars, study guides and materials
- Technology and IT related expenses, such as cell phone cases and accessories
- Purchased gift cards (from 2019 for Mr. Bodie and 2020 for Mr. Norton)

VII. Completion of Police Report and Action Taken Thereafter

A. Police Report (Exhibit AA)

On or about March 13, 2023, the Fairfield Police Department shared its findings with Human Resources. The Department narrowed its focus on the following charges:

- 5/22/22: charge for \$260.99 at the Dining Room Bretton Woods NH
- 5/22/22 charge for \$49.91 at Rosebrook Bar Bretton Woods NH
- 5/23/22 charge for \$226.81 at Stickneys Restaurant Bretton Woods NH.
- 5/24/22 charge for \$101.14 at Stickneys Restaurant Bretton Woods NH
- 9/17/22 charge for \$252.81 at Chik-Fil-A in Norwalk, CT
- 12/13/22 charge for \$479.00 at Luigi's Restaurant in Fairfield CT

Detective Brian Griffin reported the following about the aforementioned charges:

On 03/03/2023 I spoke with John Bodie...regarding the following charges. My conversation with Bodie was recorded on body worn camera. Bodie was advised that he was not under arrest and that he was free to leave at any time. Bodie agreed to speak with me.

On 05/22/2022 there was a charge for \$280.99 at the Dining Room Bretton Woods NH. Bodie stated this was a charge for dinner for John Cottell, Danielle Morrison and himself while at a conference in New Hampshire. On 05/22/2022 there was a charge for \$49.91 at Rosebrook Bar Bretton Woods NH. Bodie stated that this charge was for some appetizers while waiting for a table to be available for John Cottell, Danielle Morrison and himself.

On 05/23/2022 there was a charge for \$226.81 at Stickney's Restaurant Bretton Woods NH. Bodie stated this charge is also for dinner for John Cottell, Danielle Morrison and himself while at a conference in New Hampshire. On 05/24/2022 there was a charge for \$101.14 also at Stickney's Restaurant. Bodie stated that this charge was for lunch for John Cottell, Danielle Morrison and himself while at the conference in New Hampshire. Bodie added while at the conference they would normally pay for any alcoholic beverages personally and not use the town's credit card.

On 09/17/2022 there was a charge for \$252.81 at Chick-Fil-A in Norwalk. Bodie stated that he frequently purchases lunch, pizza, breakfast or coffee for his

employees as a reward for hard or long work. Bodie stated this was a practice that was conducted by his predecessor, William Norton. Bodie states that Norton would get Chick-Fil-A for the employees and that on 09/17/22 he went and purchased it for them. Bodie stated he has about 19 employees at the water treatment plant.

On 12/13/2022 there was a charge for \$479.65 at Luigi's. Bodie stated this charge was a combination of a hard work reward and Christmas party. Bodie stated they had Luigi's cater food at the treatment plant and had the employees pay for the tax and tip and he covered the food.

On March 3, 2023, Detective Griffin spoke with William Norton who reported the following:

- When he became Superintendent for the WPCF in 2014 "the work environment was very hostile and many of the employees did not get along with each other."
- Mr. Norton "implemented activities to bring the employees closer together and raise the morale of the plant. One of these activities was to give them food as a reward for completing a difficult or long job."
- Mr. Norton "stated that Bodie was working for him at this time and would have seen these activities done."
- Mr. Norton further "stated that Bodie was a great person and great town employee. Norton described Bodie as a "gentleman" and someone who always puts the town and the plant first.
- Mr. Norton "stated that any action Bodie did with the credit care was done because of past practice and members of the town were aware of it."

Detective Griffin noted in his report "that Norton's Town of Fairfield's American Express purchases were examined prior to him leaving employment with the town. These purchases were similar to that of Bodie."

Detective Griffin concluded that "[b] ased upon the...facts and circumstances I don not have probable cause to believe that any of the purchases made by Bodie were for personal gain and that no crime has been committed."

B. HR Follow-up with Danielle Morrison, John Cottell and William Norton

The police investigation report resulted in some follow-up questions by Human Resources for William Norton, Danielle Morrison and John Cottell.

1. Follow up with John Cottell (in person meeting)

On March 20, 2023, I met with John Cottell as Mr. Bodie named him as a witness for the time period May 22-25, 2022 as an attendee on behalf of the Town of Fairfield at the NEWEA 2022 Spring Meeting & Exhibit.

Mr. Cottell indicated that Mr. Bodie did pay for meals at the resort for Danielle Morrison and himself. He reported that the meals were expensive at the resort restaurants and there was no option to eat at restaurants outside of the resort as there are few nearby and the town where the resort is located closes down at 8:00 PM. It was Mr. Cottell's understanding that Mr. Bodie was approved for travel expenses, including meals at the resort, to attend the NEWEA 2022 event for himself and Ms. Morrison.

Mr. Cottell reports that his experience with NEWEA is positive, providing excellent content and networking. Attendees from across New England have a platform with this Association to share concepts, operational issues and ideas that impact WPC facilities as well as Public Works. Town attendees use that information to help improve operations. Contacts made at the NEWEA events are useful for future troubleshooting and brainstorming.

An email dated March 20, 2023 was sent to Mr. Cottell to corroborate his report to me. (Exhibit GG)

2. Follow up with Danielle Morrison, March 20, 21 2023 (telephone conversation/email)

I asked Ms. Morrison for her assistance as a witness identified by John Bodie for the May NEWEA conference and meals. From our discussion by phone on March 20, 2023 and email correspondence in connection with the out of state travel request in January, 2023, Ms. Morrison reports having no prior notice of the Travel/Meeting policy. She has not been issued a town credit card during her employment with the Town and therefore does not have an agreement between the Credit Card holder and the Town for credit card use. Until most recently, she was not provided notice of these policies since she began her employment with the Town.

During her employment, she has regularly attended the NEWEA conferences with full approval of her supervisors (John Bodie and Bill Norton). The approval included expenses paid for travel, meals and lodging. Prior to January, 2023, Ms. Morrison had no knowledge of any price limit for meals when she attended these events or rules associated with credit card purchases by Town card holders.

. Ms. Morrison reported that there are not many options outside of the resort for food when you attended this conference due to the distance of other restaurants, time constraints in between conference events/workshops, and the nearby town closed early. Also, restaurants would get jammed and choices were very limited within and outside of the resort.

I attached to an email as a follow-up to our March 20, 2023 telephone conversation, a 2022 NEWEA brochure and a copy of the menus for each restaurant at the resort to which charges for meals were made by John Bodie. (Exhibit FF) I asked Ms. Morrison to report any information she may recall for the meals charged at the conference as follows:

 On 05/22/2022 there was a charge for \$49.91 at Rosebrook Bar Bretton Woods NH. Mr. Bodie stated that this charge was for some appetizers while waiting for a table to be available for John Cottell, you, and himself. Ms. Morrison responded:

This is absolutely true. I actually think we were waiting for the "President's Reception" to start which was inside a banquet hall area in the resort. I remember that I was starving! It was beautiful weather so we sat outside on the porch to wait for the doors to open. A waitress approached us and asked if we would like to order anything. I did not even realize there was any type of wait-service out there on the porch. There were the three of us as stated, so we ordered three small bites appetizer-type foods. I believe the current menu is different from when we there, and although I cannot remember what we ordered, I do know that we had three food items to share. And we each ordered a drink. I also cannot remember what anyone ordered to drink, but I know I ordered an unsweetened iced tea.

 On 05/22/2022 there was a charge for \$280.99 at the Dining Room Bretton Woods NH. John Bodie stated this was a charge for dinner for John Cottell, you and himself while at a conference in New Hampshire.

This is also accurate. This charge was for dinner for the three of us. Ahead of the Spring Meeting, we were advised to make reservations at the one of the three restaurants on the premises for dinner to make sure that we did not get stuck without eating. We were advised that the local town restaurants close early and that due to lingering COVID restrictions, there was no room service. So, about a week or two before the meeting, I made reservations wherever I could get a table for the three of us. I also believe that there was a fourth option for dining, but it was closed at the time we were there. As I recall, the prices for everything were astronomical. Again, I believe the menu has changed because I recall ordering a risotto dish and I do not see that on the menu anymore. I also believe that John and John each ordered some kind of beef/steak dish. I remember sharing appetizers and also having soda with dinner and coffee with dessert. Everything at the Main Dining Room was a la carte.

 On 05/23/2022 there was a charge for \$226.81 at Stickney's Restaurant Bretton Woods NII. Mr. Bodie stated this charge is also for dinner for John Cottell, you, and himself while at a conference in New Hampshire.

This was also for dinner for the three of us. Stickney's was also very expensive and everything was a la carte there as well. I also believe the menu has changed since then and I cannot recall exactly what myself or

anyone else ate. I do remember sharing a couple of appetizers, having a main course, and sodas. I remember the sodas being served in huge glass mugs. John Bodie and I had coffee (I remember John Bodie and I always wanting to get a good cup of coffee because there was no coffee in the lobby and no coffee in our rooms. Coffee was oddly hard to come by at the resort.) I think John Cottell passed on coffee and I vaguely remember that none of us wanted dessert because we were too full.

 On 05/24/2022 at 1:24 there was a charge for \$101.14 also at Stickney's Restaurant. Mr. Bodie stated that this charge was for lunch for John Cottell, Danielle Morrison and himself while at the conference in New Hampshire.

This charge was for lunch at Stickney's for the three of us. I remember that I arrived at the restaurant alone and John Bodie and John Cottell were already there and had just been seated so I joined them. We did not plan this lunch together. I was off attending sessions and meetings and they were off in their own sessions and meetings. We just coincidentally happened to go there around the same time, so I joined them. We had sandwiches/burgers and fries, as I recall. I remember having the grilled chicken sandwich. We also had sodas and coffees.

 Do you know or recall whether Mr. Bodie used the Town credit card to pay for alcohol for any of the aforementioned meals?

To the best of my knowledge the Town credit card was never used to pay for alcohol when we dined out. I do not ever recall alcohol being consumed while dining. I distinctly remember paying for my own alcoholic beverages at the end of the evening, after dinner, at a separate resort bar called "The Cave." We all paid separately and I believe we all paid with cash. NEWEA also had "meet and greet" reception cocktail hours each day where only cash was accepted. These are the only times I remember alcohol being purchased by any of the three of us.

3. Follow up with William Norton, March 21, 2023 (Telephone Conversation)

On March 21, 2023, I spoke with William Norton who was responding to my email request to verify his March 3, 2023 statement to Detective Griffin and help me with some follow questions. (Exhibit HH).

Mr. Norton reported that when he began working for the WPCF the morale of staff was extremely low and employees were not getting along with each other. Approximately 18 months into the job, Mr. Norton implemented a "food reward' morale booster by purchasing birthday cakes or meals on his Town issued credit card to show appreciation for them, particularly as the work required was often difficult or long in duration. He described buying birthday cakes at the

Pantry as they were a staff favorite once a month. Whether only one employee had a birthday or several that month, he would buy a cake with the Town issued credit card to celebrate the birthday(s).

When I asked him about any other morale boosting activities he implemented besides food, he reported that he supported staff participation in conferences which he would pay for with the Town issued credit card. Mr. Norton mentioned Vendor sponsored picnics for Memorial Day, Fourth of July, and Labor Day which other Town employees would attend as well as elected officials and WPCA Commission members, including First Selectman Mike Tetreau. Mr. Norton reported the administration when he began the practice of food reward purchases, management condoned the practice of purchasing food to boost morale.

C. Questionnaire for John Bodie/In Person Interview

On March 28, 2023, HR sent by email a questionnaire to John Bodie copied to his union representatives. (Exhibit II) As part of the notice contained in the questionnaire, a Garrity warning was issued a long with notice of his Weingarten rights (union representation). Mr. Bodie was instructed to respond truthfully and to the best of his knowledge and recollection. He was further directed to submit his completed questionnaire by March 30, 2023, close of business.

Mr. Bodie returned the questionnaire before the close of business on March 30, 2030. A review of the questionnaire revealed unresponsive answers or answers that needed additional explanation. Accordingly, an in-person interview was held on April 4, 2023. The following individuals were present at this interview:

- Cathleen Simpson, HR Director
- Joanne Courtemanche, Labor Relations Specialist
- Connie Saxl, Union President
- George Kaczegowicz. Union Vice President
- Chris Sugar, Staff Attorney for AFSCME (on WebEx)

a. Questions about Use of BJ's Membership Card and Stop & Shop purchases:

Mr. Bodie originally responded "I don't understand how this question is germane to my employment for the Town of Fairfield" to questions regarding whether he personally has a Stop & Shop loyalty card and BJ's membership. I explained the nexus of using the Town issued credit card with a personal loyalty card or the Town's BJ's membership to make personal purchases with his personal cash or credit card as he would be getting the benefit of loyalty points for his personal use or not have to purchase his own membership. Mr. Bodie indicated he understood and reported he did engage in such use.

b. Questions about the purpose for the purchase of an item(s)

Throughout the questionnaire, where Mr. Bodie was asked about the purpose of an item(s) and his responses were lacked sufficient information. For instance, when asked about the purpose of items bought at BJ" s, he responded "Food". Mr. Bodie explained that William Norton, his previous supervisor, started the practice of purchasing food and beverages, including coffee, soda, candy, creamers and cakes as well as meals to reward employees for performing a difficult job. Mr. Bodie reported it was a practice that was in place for serval years before Mr. Bodie took over as Superintendent. Due to the nature of the work involved and the conditions, such as the odor, some jobs can be extremely unpleasant.

Mr. Bodie also in his questionnaire as well as during the interview discussed meals allowance for employees who are called in early or held over. The WPCF is staffed by employees from the PETA, THEA and Public Works (UPSEU) Unions. There is no meal allowance for THEA members under their collective bargaining agreement. For PETA employees assigned to the WPCF which include Mr. Bodie, Article 4, Section 4 (a) of the collective bargaining agreement covers meal allowances in the amount of \$10/meal or \$40.00/day for mealtimes that occur after four (4) hours subsequent to emergency recall. For Public Work members, which the majority of the employees are members, Article 7, Section 7.4 controls with a restriction of \$10/meal, not to exceed \$40.

With respect to the meal allowance for Public Works and PETA Union members, the Town is required to provide access for meals in two diners located in the Town of Fairfield under Section 7.14 (b) of the collective bargaining agreement. John Cottell explained that the process for impacted union members who work outside of the WPCF, they are able while on the road ploughing for instance to stop at one of the three diners in Fairfield or at Bud's Deli with a meal ticket. Their information is recorded by the diner or Bud's and in turn, they invoice the Town who has contracts with these eateries. Either the diner or Bud's excludes tax with its invoice or the administrative assistant will deduct the tax from the invoice. Mr. Cottell also explained that they have a contract with Bud's Deli as sometimes the diners are not open 24 hours, particularly during COVID and Bud's Deli is generally able to accommodate early morning or night orders. If the diners and Bud's Deli are not open, then Public Works will bring food to the "yard".

Mr. Bodie was unaware of the meal ticket procedure as implemented by the Department of Public Works for overtime meal allowance for PETA and Public Works Union members. He also explained for hold overs or early call ins, the WPCF staff are required to be in the building to attend to emergencies unlike Public Works employees who are generally on the road during emergencies. Accordingly, the meal ticket process may not be feasible for WPCF employees under these conditions.

c. Reports/Responses in Connection with the Reconciliation Report

1. November 2022 Charges to NEWEA for Spouse

In November, 2022, the AMEX statement shows purchases to NEWEA in the amount of \$677.63 and \$550.26 made on November 8, 2022. The one in the amount of \$550.26 includes two

charges of \$25.00 for Jeanne Bodie, John Bodie's spouse for a Monday and Tuesday reception. In response to the question regarding whether he has used the credit card to make purchases for others that are personal in nature, he states "no" but then admits to purchasing registrations to NEWEA conferences for his wife, "approved by my Supervisor", alleging a past practice.

For the November, 2022, Mr. Bodie reported in the questionnaire that "they charged my wife's \$50.00 fee in error. I was trying to rectify the issue, but could not complete, because I was put on leave." Mr. Bodie signed the November 2022 reconciliation voucher on 11/28/22 and included the receipt for the NEWEA purchase that included the \$50 reception charge for his wife. Mr. Bodie was placed on administrative leave with pay on January 27, 2023-two months after he submitted the November 22, 2022 reconciliation report with the \$50 charge for the reception for his wife at the conference. During his in- person interview, Mr. Bodie reported that he did attempt to recoup the charge for the conference but it was too late to obtain reimbursement and he had to cancel due to his brother being ill.

2. December 2022 Charge to Bud's Deli in the amount of \$153.61

As part of his reconciliation report for a purchase of \$153.61 at Bud's on 12/28/22 allegedly for a 12/28/22 MS4 Training meeting (Mr. Bodie submitted the list of participants for a training which occurred on 12/29/2021. One of the participants listed was Vincent Mooney who left Town employment in October, 2022.). When asked to explain the discrepancies of the date, Mr. Bodie stated that he "ordered the day before the training, to allow the deli to obtain needed supplies." When I referred him to the list of attendees reportedly at the training, he indicated that that list was definitely submitted in error and he would be able to provide the one for the December 2022 training. Mr. Bodie was able to provide the correct list as demonstrated by Exhibit JJ.

3. December 2022 Charge to Luigi's in the Amount of \$479.65 and The Pantry for \$66.00

Mr. Bodie reported his purchases on 12/22/22 at the Pantry for \$66.00 and on 12/23/22 at Luigi's in the amount of \$479.65 were for a staff meeting and Christmas party held on 12/24/22. Mr. Bodie reported he put the wrong date on the report-the 24th- as the meeting/party was held on December 23, 2022. He ordered cakes from the Pantry a day in advance as the Pantry runs out of stock during the holidays.

d. Other

1. Supervision

At the in-person interview, Mr. Bodie reported that it is unclear to him as to who is required to report to since he became Superintendent. He indicated that in the past prior to his appointment as Superintendent, he thought was the Director of Public Works. He indicated that the WPCA does not assert oversight over him with the daily operations or credit card purchases.

2. Notice

Prior to 2021, Mr. Bodie reported he did not receive any notice about protocol with purchases using the Town issued credit card other than the requirement of completing a reconciliation voucher. He was never asked to provide a justification of how the purchase related to Town business and was under the belief that these purchases related to Town business as they improved morale. When Mr. Norton was the superintendent, he would sign off on Mr. Bodie's reconciliation vouchers and never required Mr. Bodie to provide more than the receipts. When Mr. Bodie became the Superintendent, he submitted his reconciliation vouchers and receipts in directly to Finance-Kiva Barry. His vouchers were always approved by Finance. Mr. Bodie reported that he never received training with respect to the credit card policy or related policies and has never received training about purchasing practices.

Ms. Saxl corroborated Mr. Bodie's report that although he has been a cardholder since 1999, he did not receive a policy until January, 2021. Ms. Saxl conducted an audit in February, 2020 of the employee credit card expenditures. As part of her review, Ms. Saxl recommended training for all cardholders; however, there was insufficient staff within Finance to conduct such training so it was decided in consultation with the Director of Purchasing and the Interim CFO that an email with the credit card policy and MOU with a return receipt acknowledgement should be issued to all card holders, which Ms. Saxl did in January, 2021.

Ms. Saxl reported that she provided the 2020 credit card use audit report to the Interim CFO and Director of Purchasing. Ms. Saxl also provided the information to the Board of Finance as required under the Section 9.15 B (3) of the Town Charter. She did not provide the information to the First Selectwoman, CAO or Chief of Staff as this was not the practice. Ms. Saxl indicated that she did not review every single reconciliation voucher for each credit card holder but rather conducted a sample review, which within the normal course of business for audits she conducts for the Town.

VIII. Findings of Fact

- 1. John Bodie was hired by the Town in 1985 as a Laborer II. After being promoted to Wastewater Maintenance Repairman, he resigned effective 10/27/1989. He was rehired by the Town on May 4, 1992 as a Laborer II. Since that time, he has held the following positions:
 - Maintenance Repairman III, January 24, 1994
 - Wastewater Pollution Operator, April 15, 1999
 - Maintenance Manager, October 8, 2001
 - Assistant Superintendent, April 21, 2013
 - Acting Superintendent WPCF (until William Norton was rehired), December 16, 2017
 - Superintendent, October 24, 2021

- 2. During his employment, Mr. Bodie has received exceptional and outstanding performance reviews and there is no history of any disciplinary action.
- 3. Mr. Bodie was issued an Amex card in 1999 while holding the position of Wastewater Pollution Operator. Prior to January 2021, Mr. Bodie had no notice of any policy or procedures associated with credit card purchases.
- 4. An Employee Credit Card Expenditures Audit was conducted in February 2020 by the Senior Internal Auditor. That information was shared with the Interim CFO and the Director of Purchasing at the time. The auditor's specific findings and recommendations were not directly shared with the First Selectwoman, her Chief of Staff, or Chief Administrative Officer.
- 5. In January 2021 Mr. Bodie, along with other Town employees, signed the attached Memorandum of Understanding for credit card holders.
- 6. On or about 2016, then Superintendent William Norton, having no notice of a policy, established a practice of purchasing meals or food to boost employee morale and reward staff for performing difficult, extremely unpleasant, and long jobs. A review of Mr. Norton's credit card purchases from 2018 to 2020 demonstrates that he was regularly using his credit card for meals and food in this regard.
- 7. When Mr. Bodie assumed the role of Superintendent in October 2021 he continued the established practice of purchasing meals and food for staff as a morale booster. A review of Mr. Bodie's credit card purchases demonstrated that he was purchasing meals and food in the same manner as Mr. Norton. When Mr. Norton was Mr. Bodie's supervisor, he would direct Mr. Bodie to purchase food items or meals for staff.
- 8. It was not until January 2023, at the direction of the administration, that the policy was updated and distributed to Department Heads, along with proper training and a mandatory attestation and sign-off to acknowledge receipt and understanding of the policy. It was at this point that Mr. Bodie became aware of the requirements to provide detailed justification for purchases, as well as for all Department Heads to submit reconciliation vouchers to the CFO for a second signature on credit card purchases.
- 9. There was no evidence that Mr. Bodie was purchasing items with the Town-issued card to defraud the public. However, there were some charges totaling \$845.14 that are considered personal or made in error and not in line with policy that Mr. Bodie did not dispute. During his interview with Human Resources on April 3, 2023, Mr. Bodie acknowledged that these expenses were in violation of the Cardholder Memorandum of Understanding (MOU) that he signed in January 2021, but at the time he made the purchases he was not intentionally attempting to violate the MOU.

Cathleen Simpson, HR Director

April 5, 2023

Simpson, Cathleen

From:

Joseph Centofanti < jcentofanti@pkfod.com>

Sent:

Wednesday, July 12, 2023 5:09 PM

To:

Bosse, Caitlin; Simpson, Cathleen

Cc:

Saxl, Concetta; Schmitt, Jared

Subject:

RE: Investigation

The only audit we perform for the is the Town financial statement audit.

The Public works report is the only other relevant document that we prepared that has recommendations related to procurement and payroll.

Joseph Centofanti, CPA, CFE, FCPA, CFF, CGFM Partner
PKF O'Connor Davies
Know Greater Value®

100 Great Meadow Road, Suite 207, Wethersfield, CT 06109 T: 860.257.1870 | D: 860.419.3402 | M: 860.402.5491

jcentofanti@pkfod.com | www.pkfod.com





From: Bosse, Caitlin < CBosse@fairfieldct.org>
Sent: Wednesday, July 12, 2023 4:19 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Cc: Joseph Centofanti <jcentofanti@pkfod.com>; Saxl, Concetta <CSaxl@fairfieldct.org>; Schmitt, Jared

<JSchmitt@fairfieldct.org>
Subject: FW: Investigation

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Cathleen,

I had reached out to Joe but not heard back- by copy to Joe, can you let us know about any past "audits of the HR and/or Finance payroll as well as purchasing/procurement (internal or external)?

Thanks, Caitlin

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Wednesday, July 12, 2023 3:31 PM
To: Bosse, Caitlin < CBosse@fairfieldct.org>

Cc: Saxl, Concetta < CSaxl@fairfieldct.org>; Schmitt, Jared < JSchmitt@fairfieldct.org>

Subject: RE: Investigation

Not sure if you were able to find anything about an audit or audits of the HR and/or Finance payroll as well as purchasing/procurement (internal or external). Thanks very much for your help.

From: Simpson, Cathleen

Sent: Monday, July 10, 2023 3:34 PM
To: Bosse, Caitlin < CBosse@fairfieldct.org>

Cc: Saxl, Concetta < CSaxl@fairfieldct.org>; Schmitt, Jared < JSchmitt@fairfieldct.org>

Subject: RE: Investigation

Thank you. I was also seeking information as to whether he has conducted any audits of the payroll function HR and/or Finance as well as any with procurement.

Sorry if I was not clear.

From: Bosse, Caitlin < CBosse@fairfieldct.org>

Sent: Monday, July 10, 2023 3:20 PM

To: Simpson, Cathleen < CSimpson@fairfieldct.org>

Cc: Saxl, Concetta <CSaxl@fairfieldct.org>; Schmitt, Jared <JSchmitt@fairfieldct.org>

Subject: FW: Investigation

Cathleen,

I forwarded your e-mail to Joe; his response is below.

Please let me know if you have any additional questions, Caitlin

From: Joseph Centofanti < jcentofanti@pkfod.com>

Sent: Monday, July 10, 2023 3:14 PM

To: Bosse, Caitlin < CBosse@fairfieldct.org>

Cc: Saxl, Concetta < CSaxl@fairfieldct.org>; Schmitt, Jared < JSchmitt@fairfieldct.org>

Subject: RE: Investigation

Caitlin,

The only reference to credit card purchases in any report that I have completed is in the purchasing policy regarding use of the card does not change the bid requirements.

There was a comment in the public works report regarding employee reimbursements, but that is for use of personal credit card.

Joseph Centofanti, CPA, CFE, FCPA, CFF, CGFM Partner PKF O'Connor Davies Know Greater Value®

100 Great Meadow Road, Suite 207, Wethersfield, CT 06109 T: 860.257.1870 | D: 860.419.3402 | M: 860.402.5491

jcentofanti@pkfod.com | www.pkfod.com





From: Bosse, Caitlin < CBosse@fairfieldct.org>

Sent: Monday, July 10, 2023 2:41 PM

To: Joseph Centofanti < jcentofanti@pkfod.com>

Cc: Saxl, Concetta < CSaxl@fairfieldct.org>; Schmitt, Jared < JSchmitt@fairfieldct.org>

Subject: FW: Investigation

Importance: High

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Joe,

Please read below- as part of any past audit- including the DPW audit- did you do any specific credit card reviews?

From: Simpson, Cathleen < CSimpson@fairfieldct.org>

Sent: Monday, July 10, 2023 1:25 PM

To: Saxl, Concetta <CSaxl@fairfieldct.org>; Bosse, Caitlin <CBosse@fairfieldct.org>; Schmitt, Jared

<<u>JSchmitt@fairfieldct.org</u>>

Subject: Investigation **Importance:** High

Good Afternoon,

I am trying to wrap up the complaint in which its alleged in addition to issues with the credit card use, concerns about the purchasing, procurement and payroll practices. Do we have any audits from Joseph Centofanti in which

he reviewed any of these areas? It may be helpful to provide external audits as part of the report . I presume the BOF would receive those as well?

Thank you for your help.

Cathleen Th. Simpson
Suman Resources Director
Town of Fairfield
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824
(475) 350-6002

The officer of the gradual transage ready calls and egod, company to the transaction of the second and the seco

It is takements of opinion on advice directed via this semail to our includes are subject to the contents and conditions expressed in the governing client engagement latter. The content of this element is not regally binding unless committed by falser. The sending or element of this element is not regally binding unless committed on the sending of element of this post consists of the sending of elements on the sending of the Content of the sending of the PUE International List test network of tenally independent firms and does not accept any responsibility or liability for the ections of accept any responsibility or liability for the ections.

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Credit Card Investigation – Violation of Policies

Statement Date	Vendor	Amount	(Possible) Policy Violation	Department & Name of Employee
December 13, 2022	Registered Sanitarian Exam Review Course Workbook, Sareniecki Institute LaGrange, IL. National Environmental Health Association-	\$212	Why exam course book was purchased on Town's credit card, and delivered to Debrina's home address? Is this in the	Health Department Robert Guerera
	Registered Sanitarian Study Guide		contract?	Debrina Hudson
	The Pantry	\$214.77	Delivered to her home address. Why not to the Town's address. And where is that book?	
		\$42.33	Food on Town's credit? Where is the justification?	Gabriela
December	A&S Foods	\$69.15	Receipts attached, but NO justification	Police Department
13, 2022	A&S Foods	\$84.11	,,	
	Doughnut Inn	\$134.52		Matthew Panilatis
	Doughnut Inn	\$54.75		
	Doughnut Inn	\$257.64		
	Mancusos Restaurant	\$225.15		
	Mancusos Restaurant	\$900		
	Village Bagels	83.51		
	Village Bagels	139.19		
	A&S Foods	\$153.12		Wiltsie, James
	Stop & Shop	\$140.34		Antonio Granata
	BJ's	\$212.94	Descint attached no instification (No	Michael Paris
	Homegoods Bed, Bath, and Beyond	\$128.61 \$21.43	Receipt attached, no justification (No business purpose)	Keith Broderick

December	A	0120	B 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Latin Chi
	Amazon	\$139	Receipts attached, <u>but NO</u> justification.	WPCF
13, 2022	Amazon	\$103	(No business purpose)	John Bodie
	Amazon	\$436.96		
	Amazon	\$11.99		
	Amazon	\$16.95		
	Amazon	\$36.96		
	The Pantry	\$33	g	
	The Pantry	\$63		
	The UPS	\$118.9		
	The UPS	\$25.87		
	BJ's	\$150.97		
December	Government Finance Officers Association	\$595	Receipts attached, but NO justification.	<u>Finance</u>
13, 2022	(Membership renewal for the period of		(No business purpose) Is this as per the	Caitlin Bosse
	02/01/2023 – 01/31/2024) For Caitlin, Connie		employees' contract?	Cartilli Bosse
	and Jared?			
		\$85		
	Government Finance Officers Association			
	(Class Registration, Virtual Training)			
December	At-A- Glance	\$118.05	Receipts attached, but NO justification.	Parks Department
13, 2022	Harbor Freight	\$529.98	(No business purpose) Also, for tools,	Doug Novak
	Marvin Display 1, LLC	\$355.05	where are they located, are they	Doug Novak
	Simplisafe	\$29.77	numbered?	
	Sirius XM Radio	\$11.61	_	
	The Home Depot	\$375.64		
	The Home Depot	\$59.52		IZ ' E
				Kevin Fox
	The Home Depot	\$172.30		
	The Home Depot	\$16.90		A 1' C 1' 1
	The Home Depot	\$45.90		Aurelio Sardinha
	The Home Depot	\$129.91		
	The Home Depot	\$252.68		
	The Home Depot	\$83.88	_	
	19.			

December	Epic Sports	\$281.05	Receipts attached, but NO justification.	Parks & Recreation Department
13, 2022			(No business purpose) Also, for tools,	Chelsea Seres
	Amazon	\$33.99	numbered?	
	Amazon	\$69.98		Gaylen Brown- ordering for entire
	Amazon	\$97.48		department? or she is giving the
	Amazon	\$13.95		credit card to other employees to
	Amazon	\$679.96		use the card. Allison Burress Kelly Brown
	Amazon	\$679.96		
	DF Supply Inc	\$1,523.76	Optimum is paid for the town of Fairfield, PA (not CT) Need justification	
	Dynamic Media (Sirius RADIO)	\$31,99		Linda Hilliker
	FIG Constant contact	\$369		Anthony Calabrese
	NRPA Operating	\$455		Antiony Catablese
	Optimum	\$131.70		
	Party City	\$123.37		
	The Knot Worldwide / Wedding Pro	\$304.17		
	Foreup.com	\$680		
	Zogics	\$599.80	Receipts attached, but NO justification.	
			(No business purpose)	Justin Cathcart
	Staples	\$14.88		Justin Caulcart
	The Home Depot	\$29.31		
	The Home Depot	\$56.04		
	The Home Depot	\$25.72		
	The Home Depot	\$13.28		
	The Home Depot	\$814.97		
	The Home Depot	\$86.26		
				Scott Buckholtz – Scott gave his
				credit card to Linda? Or he
	Amazon	\$ 16.74	RE-	ordered for Linda?
	Amazon	\$27.61		Linda Hilliker
	Amazon	\$45.66		Lilida Alliikei
	Rogue	\$421.90		
	School-Tech	-\$25.20		
		(credit)		
		\$55.56		Virginia Paules
	Adam's Food Service	\$83.03		
	BJ's	\$201.71		

	BJ's Dunkin	\$138.43 \$299.76	Receipts attached, <u>but NO</u> justification. (No business purpose)	Virginia Paules
	Flipside Burgers Hemlock Hardware Marshalls Michaels Stores Music Theatre SP Costume Supercenter Westbury Stop & Shop Stop & Shop Stop & Shop Walgreens	\$100 \$220.96 \$18.07 \$24.44 \$1,785 \$62.12 \$33.03 \$46.29 \$139 \$7.43		
December 13, 2022	The Home Depot	\$249	Receipts attached, <u>but NO</u> justification. (No business purpose) Why IT needs a Husky 4.5-Gal Silent Air Compressor?	Library James Swift – IT at the library
December 13, 2022	The Home Depot	\$22.19 \$72.39 \$72.18 \$22.20 \$140.94 \$120.30 \$73.34 83.53	Receipts attached, <u>but NO</u> justification. (No business purpose)	DPW Vincent Rigoli
December 13, 2022	Amazon Amazon The Home Depot	\$30.80 \$22.03 \$32.94 \$49.42 \$139.66 \$61.59 \$79.97 \$79.97 \$436.95	Receipts attached, <u>but NO</u> justification. (No business purpose) For Amazon, shipping address is <u>Susan</u> Ryan 165 Beaumont St, Fairfield, CT	DPW James Ryan

		ha= < aa	<u> </u>	
	The Home Depot	\$276.80		
	The Home Depot	\$98.99		
	The Home Depot	\$99.97		
		\$54.43		
		refunded	•	
December	The Home Depot	\$127.99	Receipts attached, but NO justification.	DPW
13, 2022	The Home Depot	\$15.88	(No business purpose)	
	The Home Depot	\$175.68		Gary Testa
	The Home Depot	\$252.97		
December	The Home Donet	\$115.67	Description and all LANO: CC C	DDW
13, 2022	The Home Depot The Home Depot	\$115.67	Receipts attached, but NO justification.	DPW
13, 2022	The Home Depot	\$25.98	(No business purpose)	D . W 11 1
	The Home Depot	\$63.72		Ryan Walkinshaw
	The Home Depot	\$189.96		
	The Home Depot	\$50.55		
	The Home Depot	\$36.24		
	The Home Depot	\$30.24	*	
December	License Renewal	\$285	Receipts attached, but NO justification.	DPW
13, 2022			(Is it as per the contract that we are	
			paying for renewing Jeffrey's CT	Jeffrey Minder
			license?)	
		5		
				>
			- RG	

Statement Date	Vendor	Amount	(Possible) Policy Violation	Department & Name of Employee
May 14, 2023	Hemlock Hardware Hemlock Hardware Stop & Shop Stop & Shop	\$146.91 \$23.38 \$54.66 \$144.35	Receipts attached, <u>but NO</u> justification. (No business purpose)	Animal Control Paul Miller
May 14, 2023	Optimum The Knot Worldwide / Wedding Pro	\$77.57 \$395.42	Optimum is paid for the town of Fairfield, PA (not CT) Need justification Receipt attached, but NO justification. (No business purpose).	Parks & Recreation Department Gaylen Brown
May 14, 2023				
May 14, 2023				

REFUNDS SUBMITTED FOR APPROVAL $\frac{8/7/2023}{}$

<u>Name</u>	<u>List No.</u>	<u>Tax</u>	Interest	<u>DMV</u>	<u>Bill</u>	Reason
2022 REAL ESTATE						
VIGORITO LIA L & WEHNER PAUL	2022 01 10516	\$6,069.80				PAID IN ERROR-ESCROWS
BELLAS STEPHANIE M TRUSTEE	2022 01 21876	\$271.00				OVERPAID IN ERROR
JOHNSON KEVIN	2022 01 22995	\$3,371.42	_			PAID IN ERROR-ESCROWS
TOTAL		\$9,712.22	=			
2022 MOTOR VEHICLE						
ALEJOS ACOSTA KELLEY R	2022 03 50837	\$116.64				OVERPAID DUE TO ADJUSTMENT
ALWAKKAA HISHAM	2022 03 51133	\$72.48				OVERPAID DUE TO ADJUSTMENT
BAUMANN GIEDRIUS	2022 03 52704	\$24.30				OVERPAID DUE TO ADJUSTMENT
BERKOWITZ DAVID S	2022 03 53237	\$33.52				OVERPAID DUE TO ADJUSTMENT
BITZER CHERYL L	2022 03 53519	\$530.68				OVERPAID IN ERROR
CCAP AUTO LEASE LTD	2022 03 56290	\$178.14				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2022 03 56309	\$217.48				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2022 03 56319	\$118.76 \$355.56				OVERPAID DUE TO ADJUSTMENT OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD DE OLIVEIRA TANIA C	2022 03 56480 2022 03 59866	\$355.56 \$131.18				OVERPAID DUE TO ADJUSTMENT
IGLESIAS THEODORE K	2022 03 39800	\$231.96				OVERPAID DUE TO ADJUSTMENT
MCFAUL ELLEN L & THOMAS G	2022 03 78076	\$56.72				OVERPAID DUE TO ADJUSTMENT
NIGRO ROSEMARY A	2022 03 80950	\$18.32				OVERPAID DUE TO ADJUSTMENT
NIGRO ROSEMARY A	2022 03 80951	\$152.36				OVERPAID DUE TO ADJUSTMENT
USB LEASING LT	2022 03 93516	\$207.02				OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94407	\$186.64				OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94411	\$120.34				OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94414	\$268.76				OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94455	\$135.08				OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95441	\$118.02				OVERPAID DUE TO ADJUSTMENT
WHP LANDSCAPING TOTAL	2022 03 96793	\$24.30 \$3,298.26	_			OVERPAID DUE TO ADJUSTMENT
TOTAL		33,236.20	=			
2021 REAL ESTATE						
FLANAGAN MARC F	2021 01 10553	\$102.76				OVERPAID IN ERROR
STRANG PATRICK A & RAMONA L	2021 01 11214	\$295.70				OVERPAID IN ERROR
SUMMIT HOLDING LLC	2021 01 11443	\$118.22				OVERPAID IN ERROR
MACLEOD KATLYN N & ALEXANDER	2021 01 13318	\$1,805.74				PAID IN ERROR-ESCROWS
GRIFFIN GEOFFREY M & SUSAN M	2021 01 15580	\$2,398.28				PAID IN ERROR-ESCROWS
POOLE DIANE FAIRFIELD SHORE LLC	2021 01 18620 2021 01 19299	\$32.74 \$6,569.88				OVERPAID IN ERROR PAID IN ERROR-ESCROWS
SMITH JAMES N II & MAYA	2021 01 13233	\$112.39				PAID IN ERROR-ESCROWS
SFORZA BRADFORD J	2021 01 23065					PAID IN ERROR-ESCROWS
KHVATSKAYA OLGA	2021 01 23100					OVERPAID IN ERROR
TOTAL		\$11,630.78	-			
			3			
2021 MOTOR VEHICLE						
BABCOCK DYLAN J	2021 03 51958	\$401.36				OVERPAID IN ERROR
FINANCIAL SER VEH TRUST	2021 03 63550	\$197.14				OVERPAID DUE TO ADJUSTMENT
FINANCIAL SER VEH TRUST	2021 03 63578	\$117.68				OVERPAID DUE TO ADJUSTMENT
FINANCIAL SER VEH TRUST	2021 03 63642					OVERPAID DUE TO ADJUSTMENT
FINANCIAL SER VEH TRUST	2021 03 63672					OVERPAID DUE TO ADJUSTMENT
FINANCIAL SER VEH TRUST	2021 03 63762					OVERPAID DUE TO ADJUSTMENT
FINANCIAL SER VEH TRUST	2021 03 63770					OVERPAID DUE TO ADJUSTMENT
FINANCIAL SER VEH TRUST	2021 03 63777	•				OVERPAID DUE TO ADJUSTMENT
FINANCIAL SER VEH TRUST FINANCIAL SER VEH TRUST	2021 03 63778	-				OVERPAID DUE TO ADJUSTMENT OVERPAID DUE TO ADJUSTMENT
LINAINCIAL JEN VEH TRUJT	2021 03 63781	\$379.24				OAFIZEWID DOE TO WDJO21IAIEI/I

FINANCIAL SER VEH TRUST FINANCIAL SER VEH TRUST FINANCIAL SER VEH TRUST FINANCIAL SER VEH TRUST GERMAIN DEIRDRE D & JOHN C LAYOSA MADONNA B MCVICAR KATHRYN A ORDONEZ MARIA F TOYOTA LEASE TRUST TOYOTA LEASE TRUST LAVY ALYSSA M SHORT CAROLYN A TOTAL	2021 03 63818 2021 03 63860 2021 03 63945 2021 03 65928 2021 03 74684 2021 03 78119 2021 03 81858 2021 03 91881 2021 03 92055 2021 04 84293 2021 04 86664	\$282.12 \$704.70 \$215.26 \$2,409.38 \$17.18 \$66.06 \$10.24 \$58.71 \$602.00 \$120.58 \$482.58 \$453.36 \$8,872.98	OVERPAID DUE TO ADJUSTMENT OVERPAID DUE TO ADJUSTMENT OVERPAID DUE TO ADJUSTMENT OVERPAID DUE TO ADJUSTMENT OVERPAID IN ERROR OVERPAID IN ERROR OVERPAID IN ERROR OVERPAID DUE TO ADJUSTMENT
2021 SEWER USE MOODY JAKE JON & KRISTEN LEANN DIMUZIO ROCCO S & JEANNE C TOTAL	2021 08 06270 2021 08 13055	\$10.20 \$333.06 \$ 24.98 \$343.26 \$ 24.98	OVERPAID IN ERROR OVERPAID DUE TO ADJUSTMENT
2020 MOTOR VEHICLE FINANCIAL SER VEH TRUST THORNTON JOHN A THORNTON JOHN A THORNTON JOHN A TOTAL	2020 03 63307 2020 03 90154 2020 03 90155 2020 03 90156	\$691.78 \$103.06 \$92.54 \$13.49 \$900.87	OVERPAID DUE TO ADJUSTMENT OVERPAID IN ERROR OVERPAID IN ERROR OVERPAID IN ERROR
TOTAL TAX	\$34,758.37		

\$24.98 \$34,783.35

TOTAL INTEREST

GRAND TOTAL