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**MEMORANDUM**

To: Philip Pires, Esq.  
Town Attorney, Town of Fairfield

From: Robin B. Kallor, Esq.  
ROSE KALLOR, LLP

Date: February 28, 2025

RE: Fairfield Investigation  
Conflict of Interest – David Becker

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**I. INTRODUCTION**

This Investigator was retained to investigate a complaint submitted to the Board of Selectmen in July 2024 by Fairfield Selectwoman Brenda Kupchick. Selectwoman Kupchick is currently a member of the Fairfield Board of Selectmen; formerly Fairfield's First Selectman.

In her complaint, Selectwoman Kupchick asserted that a conflict of interest exists between Fairfield's Chief Operating Officer David Becker's business relationships, prior business relationships and/or familial business relationships and his former role as Interim Chief Financial Officer and/or his current role as Chief Operating Officer for the Town. Selectwoman Kupchick's complaint is provided verbatim below. In her complaint, Selectwoman Kupchick urged Fairfield's First Selectman, William Gerber, to assign an outside investigator to review the conflicts of interest issues presented. Selectwoman Kupchick's complaint followed a complaint filed anonymously with the Town of Fairfield's Ethics Commission alleging, *inter alia*, ethical concerns about Mr. Becker's relationship with Becker Landscaping, LLC, a contractor with the Town. That complaint was investigated by the Ethics Commission, in conjunction with Human Resources and was determined to be unfounded.

**II. THE COMPLAINT**

Selectwoman Kupchick's complaint states:

***Conflict of Interest Claim as to David Becker in his capacity as Interim Chief Financial Officer for the Town of Fairfield and his capacity as Chief Operating Officer***

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Claims of Conflict of Interest:

1. *Under the current organization chart in the Budget Book for the Town of Fairfield, the Chief Financial Officer, (hereinafter referred to “CFO”), position oversees various departments, including the Purchasing Department.*
2. *Under the job description for the Chief Operating Officer position, a job that David Becker currently also holds, a major responsibility of said position is to make recommendations for resolutions of town-wide budgetary and capital expenditure issues. David Becker, in his capacity as Chief Operating Officer, has major influence over the budget and capital expenditures for the Town of Fairfield.*
3. *The Purchasing Department oversees the bid process, and reports directly to David Becker, (hereinafter referred to as “Becker”) as the interim CFO.*
4. *The receipt, storage, and unsealing of bids for the Town of Fairfield are overseen and managed by the Purchasing Department which reports directly to the CFO.*
5. *By way of example, the February 2, 2024 the Culvert Repair Project Public Bid was overseen by the Purchasing Department. More specifically, Lee Flaherty, Purchasing Agent for the Town of Fairfield, received and unsealed the bids on March 7, 2024.*
6. *The opportunity for influence exists over the entire bid process. Those who are charged with receiving bids have a direct or indirect reporting line to the CFO, or in this case the interim CFO. This is incompatible with the proper discharge of the interim CFO’s official duties and can lead to the impairment of the independence of judgment in the performance of the interim CFO’s duties.*
7. *On January 8, 2024, Becker had conversations with the human resources [sic] that he was removing himself from The Becker Companies. Becker did not remove himself as a principal of Becker Landscaping LLC and The Becker Companies LLC for another sixty (60) days.*
8. *In that intervening sixty (60) days, the February 2, 2024 Culvert Repair Project Public Bid Request opened online for public bid submissions.*

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9. *As per the Munis System, Becker began his official role as interim CFO on February 3, 2024 as CFO.*
10. *Becker accepted the position as Interim CFO with full knowledge that he had not divested his interests and removed himself as principal in Becker Landscaping LLC and The Becker Companies LLC.*
11. *A Letter to the Editor was published in the Fairfield Patch on February 26, 2024 by Fairfield resident, Evan Snapper, which expressed concerns about Becker as interim CFO given his affiliation with the “Becker companies”, and yet it was still took Becker an additional two (2) weeks to file any documents with the Secretary of State to formally “divest” himself of his interests in and to the two (2) companies related to the award of Town of Fairfield Contracts.*
12. *The bids for the Culvert Repair Project, which had been opened for public bid submissions on February 2, 2024, were formally unsealed and revealed at a meeting that took place in Fairfield Town Hall on March 7, 2024. On the date that the public bids were unsealed and revealed, Becker was still a principal in Becker Landscaping, LLC and The Becker Companies, LLC. Becker did not “divest” himself of his interests in said companies for an additional five (5) days after the bids for the Culvert Repair Project were unsealed and the contract was awarded.*
13. *The bid amounts for the February 2, 2024 Culvert Repair Project were as follows:*
  - a. *Palmieri Farm, Easton, CT: \$77,020 (which bid included Becker Landscaping, LLC as a subcontractor on the bid).*
  - b. *Southern Industries Corp, Tarrytown, NY: \$165,000*
  - c. *Nagy Brothers Construction, Monroe, CT: \$161,084*
14. *Upon information and belief Becker remains connected to and receives financial benefits from the business conducted by Becker Landscaping, LLC and The Becker Companies, LLC:*
  - a. *The two companies Becker Landscaping, LLC and The Becker Companies, LLC are all closely held family companies, with principals and members who are all Becker close family members. **(See attached for Exhibit A)***
  - b. *Both companies are formally registered to a property*

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*located at 2060 Kings Highway, Fairfield, Connecticut as the principal place of business.*

- c. *2060 Kings Hwy, Fairfield, Connecticut, which is the principal place of business for both Becker Landscaping LLC and The Becker Companies LLC, is owned by 2058-60 King's Hwy LLC.*
- d. *2058-60 King's Hwy, LLC is a limited liability company that has three principals/owners:*
  - 1. *David Becker*
  - 2. *BB Holdings LLC*
  - 3. *Michael Becker (David Becker's father)*

**(See attached for Exhibit B)**

- e. *BB Holdings LLC, has three principals/owners*
  - 1. *Becker Holdings LLC*
  - 2. *Michael Becker (David Becker's father)*
  - 3. *Fran Buono Holdings LLC (David Becker's Stepmother)*

**(See attached for Exhibit C)**

- f. *Becker Holdings LLC, has two principals/owners*
  - 1. *David Becker*
  - 2. *Michael Becker (David Becker's father)*
- g. *Therefore, David Becker has a 44% ownership interest in the property located at 2060 Kings Hwy, Fairfield, Connecticut, the same property that is registered as the principal place of business for both Becker Landscaping, LLC and the Becker Companies, LLC.*
- h. *The business e-mail address for the SOTS filings for Becker Landscaping, LLC and the Becker Companies, LLC is officially recorded as [david@TBCLLC.com](mailto:david@TBCLLC.com). That same e-mail address belongs to David Becker and is the e-mail address directly connected to the official website*

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*for The Becker Companies LLC.*

- i. The removal of David Becker as principal from Becker Landscaping LCC and The Becker Companies LLC filed with the Connecticut Secretary of State's Office was filed by David Becker acting in a capacity, who was duly authorized by Becker Landscaping LCC and The Becker Companies LLC to act in that capacity. At the same time Becker claimed to have removed himself from the management of said companies he was filing official documents with the Connecticut Secretary of State as a duly authorized agent for these same companies.*
- j. The Town of Fairfield Tax Collector records show that a 2021 Chevrolet Suburban is registered to Becker Landscaping LLC which, upon information and belief, is the same vehicle that is driven daily by David Becker to this very date. **(See attached for Exhibit D)***

**NEED FOR INDEPENDENT COUNSEL INVESTIGATION OF CONFLICT OF INTEREST ISSUE:**

*There are major concerns regarding Becker's influence over the bidding and budgeting process for the Town of Fairfield. The personnel overseeing the award of contracts directly report to Becker. The ability and opportunity to influence the award of contracts through a bidding process exists in direct violation of Section 11.2, subsection D. of the Town of Fairfield Charter which states that:*

***No elected or appointed Town officer or employee or RTM member or any member of any authority, board, commission, or committee shall 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.***

*Becker's alleged claims of divestment are suspect and concerning given the fact that all of the companies noted are:*

- a. Closely held private family companies;*
- b. Are owned by close family members of Becker, including his father and stepmother;*
- c. All of the companies involved in Becker Landscaping and*

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*The Becker Companies, LLC, appear to be interconnected with each other and interconnected directly with David Becker through an intricate and complex mosaic of family limited liability companies.*

*Therefore, the issue regarding potential conflict of interests as to David Becker in his capacity as interim Chief Financial Officer and Chief Operating Officer for the Town of Fairfield needs to be investigated by an independent counsel who shall not be affiliated in any way with the Town of Fairfield or the current Town Attorney.*

**III. APPLICABLE CHARTER PROVISIONS/PURCHASING POLICY PROVISIONS/BID TERMS AND CONDITIONS**

**A. Town Charter – Relevant provisions of Fairfield’s Charter follow.**

*§ 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 use such information for the personal gain or benefit 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.*

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*§ 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.*

**B. Town's Purchasing Policy**

The Town's Purchasing Policy contains the conflict of interest Charter provisions. In addition, Section 10.24 of the Purchasing Policy requires that “[a]ll awards based on Requests for Bid (RFB) and/or Request for Quotation (RFQ) shall be awarded to the lowest responsive, responsible bidder....”

**C. Terms and Conditions of Fairfield Bids**

The Town of Fairfield bid application contains the following conflict of interest language as a term and condition of bids:

*29. CONFLICT OF INTEREST No officer, 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,*

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*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.*

**IV. WITNESSES**

1. Cathleen Simpson, Director of Human Resources
2. Adam Tulvin, Director of Purchasing
3. Lee Flaherty, Assistant Director of Purchasing
4. David Becker, Chief Operating Officer
5. William Gerber, First Selectman
6. William Hurley, Engineering Manager
7. John Marsillo, Director of Public Works
8. Angelus Papageorge, Executive Director of Operations, Fairfield Public Schools
9. David Becker's personal accountant

**V. DOCUMENTS REVIEWED**

In connection with this investigation, this Investigator reviewed a number of documents. Those probative to the Investigation follow. It should also be noted that this Investigator requested and received emails resulting from several email searches through the Town's IT Director, which resulted in a review of more than a thousand emails.

1. Fairfield Town Charter
2. Fairfield Purchasing Policy
3. COO Job Description
4. CFO Job Description
5. Director of Purchasing Job Description
6. Ethics Complaint, Investigation, HR Investigation and decision
7. Existing contracts between Town of Fairfield and Becker Landscaping, LLC (2023-12, 2023-104, 2024-12)
8. Relevant Documents for Bids 2023-12, 2023-104, 2024-12
9. Relevant Documents re Bid for Culvert Repair 2024-54
10. Relevant documents re Bid 2025-12
11. Delegation of Purchasing Authority to Chief Administrative Officer and Revocation of Authority from Chief Administrative Officer
12. Relevant Documents re Bid 2024-29
13. Vehicle Info – Town vehicle assigned to David Becker

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14. April 10, 2024 Board of Selectmen Meeting - [Board of Selectmen \(Regular Meeting\) - 4/10/2024](#)

**VI. FACTUAL FINDINGS**

1. David Becker began working for the Town of Fairfield as a Senior Analyst on January 8, 2024 to February 2, 2024, earning \$15.69 (minimum wage.) Mr. Becker<sup>1</sup> offered to work pro bono, but First Selectman Gerber insisted that he be paid as a Town employee.
2. Mr. Becker became the Interim Chief Fiscal Officer on February 3, 2024 earning an hourly rate of \$93.41.
3. On June 21, 2024, Mr. Becker became the Chief Operating Officer, in addition to, the Interim Chief Fiscal Officer for the Town of Fairfield. As of early January 2025, Mr. Becker serves only as the Chief Operating Officer.
4. At the time Mr. Becker began working in his role as Senior Analyst, he disclosed his familial ties with Becker Landscaping, LLC to First Selectman Gerber and disclosed that Becker Landscaping, LLC had contracts with the Town.
5. At the time Mr. Becker began working for the Town, he disclosed his familial ties with Becker Landscaping, LLC to Cathleen Simpson, the Human Resources Director, and disclosed that Becker Landscaping, LLC had contracts with the Town.
6. Mr. Becker informed First Selectman Gerber and Ms. Simpson that he had the minority interest in Becker Landscaping, LLC and that his brother owned the majority of the company.
7. At the time Mr. Becker became the Interim CFO for the Town and thereafter he had multiple conversations with First Selectman Gerber and Ms. Simpson about his intention to immediately remove himself from the management role of the business and would divest from the business, but complete divestiture “would take time.”
8. Becker Landscaping, LLC and Becker Hauling, LLC are wholly owned by The Becker Companies, LLC. At the time David Becker began working for the Town of Fairfield, he owned 25% of The Becker Companies. Mr. Becker’s brother, Andrew Becker, owned the remaining 75%. Andrew Becker operated the business. David Becker performed certain administrative duties for Becker Landscaping, LLC and Becker Hauling, LLC.
9. Mr. Becker has an interest in other entities which do not have any contracts with the Town of Fairfield. One of the entities owns property which serves as the mailing

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<sup>1</sup> References to “Mr. Becker” throughout refers to David Becker. Andrew Becker, David Becker’s brother, is referred to throughout as “Andrew Becker.”

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address for many of these entities. Becker Landscaping, LLC does not actually operate out of that address.

10. Mr. Becker had an email address [david@TBCLLC.com](mailto:david@TBCLLC.com) and used it while he performed work for the Becker Companies, LLC. He still has access to that email address because he used/uses it for purposes other than for working for the Becker Companies, LLC, including for personal reasons and for reasons involving other personal business dealings having nothing to do with the Town of Fairfield. Since becoming uninvolved in The Becker Companies, LLC, he has received very few emails for Becker Landscaping, LLC. If he does, he forwards them to his brother. In connection with this Investigation, Mr. Becker reviewed his personal email to confirm that he does not have any saved emails sent to or received by [david@TBCLLC.com](mailto:david@TBCLLC.com) since becoming employed by the Town regarding Town of Fairfield contracts or bids.
11. Until approximately October 7, 2024, Mr. Becker was driving a 2021 Chevrolet Suburban which was registered to Becker Landscaping, LLC. Mr. Becker disclosed the existence of the vehicle to First Selectman Gerber and Ms. Simpson early on in his employment with the Town.
12. Mr. Becker utilized this vehicle for Becker Landscaping, LLC business, for personal reasons and in his role as the Chief of the Southport Volunteer Fire Department. The vehicle was equipped with certain emergency equipment.
13. While negotiating his exit from The Becker Companies, LLC, Mr. Becker was in discussions with his brother about the possibility of transferring title to this vehicle to him personally as part of his buyout from The Becker Companies, LLC. Ultimately, that did not happen, and ultimately, the vehicle was returned to Becker Landscaping, LLC.
14. As of October 7, 2024, Mr. Becker was appointed the Director of Emergency Services for the Town. In that capacity, the Town issued him a Town vehicle, which he is permitted to use for personal use within the state.
15. At the time Mr. Becker became employed by the Town on January 8, 2024, the Town had three existing contracts with Becker Landscaping, LLC resulting from Bids 2023-12 (Snow Removal – Town of Fairfield and Fairfield Public Schools), 2023-104 (Mowing and Grounds Maintenance) and 2024-12 (Building Envelope Preventative). Each of these contracts were awarded to Becker Landscaping, LLC while Selectwoman Kupchick was First Selectman for the Town.
16. The Town's contract with Becker Landscaping, LLC for snow removal (2023-12) had an initial contract term of April 1, 2023-March 31, 2024. It was renewed April 1, 2024-March 31, 2025, in accordance with the renewal provisions in the contract. Communication regarding the renewal of this contract was between Purchasing and Public Works personnel and between Purchasing and Fairfield Public School personnel.

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- Mr. Becker did not have discussions with the individuals involved regarding the renewal of this contract.
17. The Town's contract with Becker Landscaping, LLC for mowing and grounds maintenance (2023-104) had an initial contract term of April 1, 2023-March 31 2024. It was renewed April 1, 2024-March 31 2025, in accordance with the renewal provisions in the contract. Communication regarding the renewal of this contract was between Purchasing and Fairfield Public School personnel. Mr. Becker did not have discussions with the individuals involved regarding the renewal of this contract.
  18. The Town's contract with Becker Landscaping, LLC for Building Envelope Preventative (2024-12) had an initial contract term of November 21, 2023-November 20, 2024. It was renewed April 1, 2024-March 31 2025, in accordance with the renewal provisions in the contract. Communication regarding the renewal of this contract was between Purchasing and Fairfield Public School personnel. Mr. Becker did not have discussions with the individuals involved regarding the renewal of this contract.
  19. Prior to Mr. Becker's hire on January 8, 2024, Mr. Becker communicated with the Purchasing Department on behalf of Becker Landscaping, LLC to provide a certificate of insurance or to inquire about the bond required for the contract. The last time Mr. Becker emailed the Purchasing Department on behalf of Becker Landscaping, LLC was December 5, 2023, when he emailed Pru O'Brien, Buyer, to request to "pick up the Bank Check" on Bid 2024-12.<sup>2</sup>
  20. Adam Tulin, the Purchasing Director, stated that he, as the Purchasing Director, and the First Selectman are the Purchasing Authority for the Town. Mr. Becker does not as COO, and did not as CFO, supervise Mr. Tulin or the Purchasing Department in the drafting of bids or bidding procedures.
  21. During First Selectman Kupchick's tenure, she delegated her purchasing authority duties to the Chief Administrative Officer by written delegation on March 13, 2020. Specifically, that written delegation stated, "*The Chief Administrative Officer may review, sign and execute on (the First Selectman's) behalf, Invitation to Bids, RFP solicitations, Sole Source/Waiver of Bid Requests and Emergency Purchase requests.*"
  22. First Selectman Gerber revoked such delegation in writing on November 29, 2023 and assumed responsibility for those tasks: "*Effective immediately, all Purchasing Authority duties delegated to Mr. Bremer are hereby revoked and will revert back to the First Selectman.*"

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<sup>2</sup> There was one email from Pru O'Brien, Buyer for the Town of Fairfield, to David Becker at his [david@tbllc.com](mailto:david@tbllc.com) email dated March 7, 2024 regarding "key fobs." Becker Landscaping, LLC was not referenced in the email. This Investigator assumes that the email incorrectly auto-populated to Mr. Becker's personal email address as opposed to his Town email address.

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23. Early on in Mr. Becker's employment, Mr. Becker and Mr. Tulin discussed that Mr. Becker was in the process of divesting from his family's business, Becker Landscaping, LLC. On multiple occasions, Mr. Becker discussed with Mr. Tulin the effort he was undertaking to try to fully divest from the family businesses.
24. Mr. Tulin never discussed Bid 2024-54 with Mr. Becker or any other bid or contract that involved Becker Landscaping, LLC, whether as a contractor or a subcontractor once Mr. Becker became employed by the Town.
25. Because First Selectman Gerber and Mr. Tulin are the Purchasing Authority, Mr. Becker is not involved in the drafting of bid documents or awarding contracts. As the interim CFO, Mr. Becker supervised Mr. Tulin for administrative purposes (i.e. time off requests, etc.). Mr. Becker never asserted or attempted to assert any influence over Mr. Tulin in the purchasing process.
26. As the COO, Mr. Becker does not draft bid documents and is not involved in the awarding contracts.
27. Bid submissions are submitted sealed and opened simultaneously. Thus, bidders are not aware of the submissions of other bidders until such time as they are publicly released.
28. As early as January 7, 2024, Mr. Becker began extricating himself from The Becker Companies, LLC.
29. The Culvert Repair Project Bid request was published on February 2, 2024 (2024-54).
30. Assistant Buyer, Lee Flaherty, drafted the bid request. She reported that she had no discussions with Mr. Becker regarding the drafting of this bid. She did not recall having any discussions with Mr. Becker regarding the drafting of any bid. A review of email communication regarding the drafting of this bid does not reveal any involvement by Mr. Becker.
31. On February 7, 2024, Mr. Becker met with Ms. Simpson, First Selectman Gerber and Town Attorney Phil Pires regarding divestment from The Becker Companies, LLC, with the understanding that he shall have no decision-making or operational role with the Becker Companies, LLC. He began the divesture process on that date and in the weeks that followed by having discussions with his brother regarding his departure as well as discussions with his accountant and attorney.
32. On February 14, 2024, the Town held a Pre-Bid meeting on Bid 2024-54. The following individuals attended: (1) Joe Keane from JJ Brennan Construction; (2) Norm Nagy from Nagy Brothers Construction; (3) Andrew Becker from the Becker Companies; (4) Ryan Ackell from Priority Landscaping; and (5) Joe Palmieri from Palmieri Farm, LLC.

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- Mr. Becker did not attend this meeting either on behalf of the Town or Becker Landscaping, LLC.
33. Submissions for Bid 2024-54 were initially due on February 28, 2024. This date was extended to March 7, 2024.
  34. Three bids were received: (1) Palmieri Farm, LLC (with Becker Landscaping, LLC listed as a subcontractor); (2) Nagy Brothers; and (3) Southern Industries Corp.
  35. Palmieri Farm, LLC (with Becker Landscaping, LLC listed as a subcontractor) was the lowest bid by far at \$77,020.00 (less than 50% of the two other bids); Nagy Brothers was \$161,084; Southern Industries Corp. was \$165,000.
  36. Becker Landscaping, LLC was listed as a subcontractor for the winning bid, Palmieri Farm, LLC. Subcontractors are listed on bid documents, but they do not sign or complete bid applications.
  37. Mr. Becker was unaware that Becker Landscaping, LLC was listed as a subcontractor on Bid 2024-54. He had already ceased his involvement with Becker Landscaping, LLC. He did not participate in the bidding process, either on behalf of the Town or Becker Landscaping, LLC.
  38. On March 12, 2024, David Becker divestment and removal as a manager was recorded with the Secretary of State. The document needed to be filed, Mr. Becker knew how to file it and he wanted it done.
  39. Mr. Becker received his final K-1 from The Becker Companies for 2023, indicating that he received no disbursements and received income only to reflect a zeroed capital account.
  40. The Town held a scope review meeting on March 25, 2024. The contractor, Joe Palmieri, Jr. of Palmieri Farms, Andrew Becker, of Becker Landscaping, members of the Purchasing Department and the Director of Public Works attended. David Becker was not present at the meeting, nor did he have any discussions with members of the Purchasing Department about this bid or this meeting.
  41. On March 27, 2024, the Purchasing Authority (Adam Tulin, Director of Purchasing and Bill Gerber, First Selectman) recommend the low bidder, Palmieri Farm, LLC.
  42. The Town's Purchasing Policy requires that bids are awarded to the lowest responsible responsive bidder.
  43. The Palmieri Farm bid was significantly lower than the other two bids (more than 50% lower).

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44. On April 10, 2024, the Board of Selectmen approved the contract with Palmieri Farm, LLC as per Bid 2024-54. Palmieri's Bid submission was included in the packet to the Board of Selectman. Becker Landscaping, LLC was listed as a subcontractor in Palmieri's bid submission. Selectman Kupchick moved to approve the contract. Mr. Becker is not an elected official, and thus, had no role in approving this contract with the Town.
45. A purchase order for Bid 2024-54 was created on August 1, 2024 for invoices totaling \$77,020.00 for the project. The invoice did not segregate work performed by Palmieri and Becker Landscaping, LLC. Checks were issued to Palmieri Farms on August 1, 2024 and October 3, 2024.
46. Mr. Becker had divested from any interest in Becker Landscaping, LLC in March 2024, before the purchase order was created and checks were issued to Palmieri Farms for this work. Mr. Becker did not receive any disbursements from The Becker Companies after 2023. Thus, he derived no income from Bid 2024-54.
47. Mr. Becker was not aware that Becker Landscaping, LLC was listed as a subcontractor on Bid 2024-54 until after the First Selectman raised the issue months after the Board of Selectmen awarded the contract to Palmieri Farm, LLC.
48. Before Mr. Becker commenced his employment with the Town, Palmieri Farms, LLC submitted a bid for On Call Services and Equipment (2024-29). Palmieri Farms listed Becker Landscaping, LLC as a subcontractor on that bid. Palmieri Farms submitted the application on December 20, 2023.
49. For Bid 2024-29, the list of the five entities who submitted bids are maintained for work within the scope of assignment. In October 2024, the Town Engineering Manager (William Hurley) contacted two bidders on the project, Palmieri Farms and Reliable, to request quotes on FEMA repair work at Horse Tavern Brook. Mr. Hurley used the bid list from Bid 2024-29 because the scope of work was consistent, and Mr. Hurley wanted to take advantage of the brook's low water level to maximize the ability to fully repair the area. Two of the entities on that bid list did not bid to do the mason work and the remaining entity on the list had not worked with the Town previously.
50. For Bid 2024-29, Palmieri was the lowest bidder on the project (approximately \$8,000 lower) and was awarded the work. While Becker Landscaping, LLC was listed as a subcontractor in Palmieri's bid application, Mr. Hurley was not certain that he was aware that Becker Landscaping, LLC would be a subcontractor on this project. Mr. Hurley worked with the Director of Purchasing, Adam Tulvin, to discuss the bid applications for the work. Neither Mr. Hurley nor Mr. Tulvin discussed this project with Mr. Becker. Mr. Becker had no role in determining who would be awarded the bid. Becker Landscaping, LLC performed work as a subcontractor for Palmieri. The Town issued checks to Palmieri Farms for this work on December 5, 2024 and January

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30, 2025. Mr. Becker did not receive any disbursements from The Becker Companies after 2023. Thus, he derived no income from Bid 2024-29.

51. On August 21, 2024, the Town posted a bid for Rooster River Flood Mitigation Project (Bid 2025-12). Becker Landscaping, LLC submitted a bid, as did six other entities. The contract was awarded to The Grasso Companies as the lowest bidder. Mr. Becker did not have discussions with the Director of Purchasing about this bid or the bid submissions.
52. The Town's Engineering Manager, William Hurley, has not spoken with Mr. Becker regarding the bids or contracts involving Becker Landscaping. On one occasion, Mr. Becker walked into Mr. Hurley's office and Mr. Hurley stated that he had just hung up the phone with his brother. Mr. Becker changed the subject and did not engage Mr. Hurley in any discussion about his brother.
53. Angelus Papageorge, Executive Director of Operations, Fairfield Public Schools, did not discuss specific bids or contracts involving Becker Landscaping, LLC with Mr. Becker. Mr. Papageorge engages in certain discussions with Mr. Becker about consolidating the purchase of certain goods and services to obtain better pricing. These discussions do not involve specific contractors or vendors because these discussions occur before the bids are prepared by the Purchasing Department. Mr. Papageorge recalled informing Mr. Becker that he wanted to discuss the possibility of separating certain landscaping contracts which Fairfield Public Schools currently consolidates with the Town (not Becker Landscaping Contracts) and Mr. Papageorge recalled that Mr. Becker immediately terminated the conversation and told him to speak with First Selectman Gerber about his request since it involved landscaping.

**VI. CONCLUSIONS**

Mr. Becker's ties to the Becker Landscaping, LLC **do not** violate the Town Charter and **do not** present a conflict of interest. Further, as a result of this Investigation, Mr. Becker is hereby **exonerated** of all claims of improper conduct.

At the time Mr. Becker commenced his employment, he fully disclosed that he and his brother had an ownership interest in Becker Landscaping, LLC which had preexisting contracts with the Town. Each of these contracts previously awarded to the Becker Landscaping LLC were awarded to Becker Landscaping, LLC through a competitive bidding process while Selectwoman Kupchick was the First Selectman and before Mr. Becker became employed by the Town. As soon as Mr. Becker became employed, he took steps to divest his ownership interest of The Becker Companies (which included Becker Landscaping, LLC). He ultimately filed his divestment with the Secretary of State on March 12, 2024, but that divestment took effect December 31, 2023 *before Mr. Becker was hired by the Town*. According to Mr. Becker's accountant, Mr. Becker's IRS Form K-1 from Becker Landscaping shows no disbursements and income limited to reflect a

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zeroed capital account. Mr. Becker did not receive any income derived from contracts with the Town since he became employed.

First Selectman Gerber and the Purchasing Director are the Purchasing Authority for the Town. Mr. Becker has never served as the Purchasing Authority. While the Purchasing Director “reports to” the CFO, that supervision is administrative in nature and does not relate to the drafting of bids or the bidding process. Mr. Tulin reported that he felt no influence from Mr. Becker over the purchasing process. Indeed, Mr. Tulin was adamant that Mr. Becker did not discuss Becker Landscaping, LLC contracts or bids with Mr. Tulin and that he told Mr. Tulin that he was in the process of divesting from his brother’s companies.

Mr. Becker had no role in creating specifications for the Culvert Repair Project (Bid 2024-54). He did not communicate with applicants, did not review the submissions, did not attend pre-submission meeting or scope review meeting. He was unaware that Becker Landscaping, LLC was listed as a subcontractor on Palmieri Farms’ bid until after it was awarded to Palmieri Farms, LLC when Selectwoman Kupchick raised her concerns. Palmieri Farms was the lowest responsible bidder by more than 50%. It is undisputable that not accepting Palmieri Farms’ bid would have violated the Town’s purchasing policy. The Board of Selectmen (including Selectwoman Kupchick) unanimously voted to approve the contract.

By the time the Palmieri Farms, LLC contract was awarded, Mr. Becker no longer had a “financial interest or any personal beneficial interest” in any contract with the Town. Mr. Becker had already divested himself as a member in The Becker Companies, LLC. It should be noted that Section 11.2 of the Charter does not prohibit such interest if “such interest is acquired through being the lowest responsible bidder after public advertisement.” Regardless, Mr. Becker no longer had any financial interest in The Becker Companies, LLC at the time the contract was awarded, which was before any money was paid for the project.

The FEMA repair work at Horse Tavern Brook (2024-29) was awarded to Palmieri Farm, LLC with Becker Landscaping, LLC as the subcontractor. The On-Call bid was submitted before Mr. Becker became employed by the Town (in December 2023) and subsequent quotes for this particular work were submitted to the Engineer Manager in October 2024 with no involvement by Mr. Becker in his role of CFO or COO. Notably, Mr. Becker no longer had an interest in Becker Landscaping, LLC by that time.

The fact that the Town had preexisting contracts with Becker Landscaping, LLC awarded before Mr. Becker became employed by the Town should not disqualify Mr. Becker from employment with the Town (either in his former role of CFO or current role as COO). Again, these contracts were awarded through the competitive bidding process. Moreover, Mr. Becker has no role in administering these contracts and they were renewed pursuant to their terms without involvement by Mr. Becker. Moreover, Mr. Becker did not receive income from these contracts as of the date he became employed by the Town. The contracts do not provide a basis for termination under the circumstances presented herein.

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Mr. Becker is/was not involved in making decisions that have an impact on contracts between the Town and Becker Landscaping, LLC. When the issue of landscaping was raised by Mr. Papageorge, Mr. Becker avoided the conversation and quickly referred him to the First Selectman.

The Charter prohibits employees from engaging 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.”* Notwithstanding any private interest, the Charter prohibitions, Section 11.3 provides for recusal: *“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.”*

Mr. Becker fully disclosed his interest and took no action involving Becker Landscaping, LLC contracts or bids. Moreover, he did not receive any income from bids or contracts since he commenced his employment with the Town since he received no disbursements from Becker Landscaping, LLC after his employment commenced.

The fact that Mr. Becker has access to an email address that he used while active at Becker Landscaping, LLC, is a red herring. He has demonstrated that he no longer has a financial interest in The Becker Companies, LLC.

Similarly, the fact that one of Mr. Becker's family entities owns real estate which serves as the mailing address for multiple family entities does not demonstrate that Mr. Becker's divestment from the Becker Companies, LLC and the Becker Landscaping, LLC was “suspect.” Mr. Becker has extricated himself from The Becker Companies and Becker Landscaping, LLC, is receiving no profits and is not involved in Town discussions relating to these entities. A common mailing address among multiple familial entities does not suggest any wrongdoing and should not prevent him from working for the Town in his current COO or former Interim CFO role.

The fact that Mr. Becker filed divestment paperwork with the Secretary of State is also irrelevant. The document needed to be filed, he knew how to file it, so he did it. The fact that he filed the document does not demonstrate that he has a financial interest in the Company or that he engaged in any nefarious act.

Finally, the fact that Mr. Becker used a vehicle that was registered to Becker Landscaping, LLC does not create a conflict of interest. Becker Landscaping, LLC financed the vehicle; Becker Landscaping, LLC was obligated to make payments in accordance with the finance agreement, regardless of whether Becker Landscaping, LLC was awarded work from the Town of Fairfield. Notwithstanding, Mr. Becker disclosed the existence of this vehicle to the First Selectman, Human Resources and the Town Attorney. Mr. Becker returned the vehicle to Becker Landscaping, LLC to avoid any further concerns.

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This Investigator is mindful that it takes time and effort to extricate and completely divest from any business. As soon as Mr. Becker became employed by the Town, he fully disclosed his familial business relationships. Once employed, he did not involve himself in any discussions pertaining to contracts or bids involving Becker Landscaping, LLC and the Town (either on behalf of the Town or Becker Landscaping, LLC) and worked diligently to divest from management and ownership in the business. He has since done so. For the foregoing reasons, this Investigator concludes that Mr. Becker's former business and current familial relationships do not create a conflict of interest with the Town.

It should also be noted that the conflict of interest language contained in paragraph 29 of the bid application was not violated. That language provides:

*No officer, 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.*

Mr. Becker received no income from contracts or bids from the Town of Fairfield after becoming employed. Moreover, executing contracts or awarding bids does not come "under his jurisdiction" as he has no role in awarding bids or executing contracts on behalf of the Town.

For the foregoing reasons, no conflict of interest exists between Mr. Becker's business relationships, prior business relationships, familial business relationships and/or familial relationships and his former role as Interim Chief Financial Officer and/or his current role as Chief Operating Officer for the Town. Further, he engaged in no improper conduct.