

ARREST WARRANT APPLICATION

JD-CR-64b Rev. 3-11
C.G.S. §54-2a
Pr. Bk. Sec. 36-1, 36-2, 36-3

STATE OF CONNECTICUT

SUPERIOR COURT

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Supporting Affidavits sealed	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

Police Case number 1700025059	Agency name Fairfield Police Department	Agency number CT0005100
Name (Last, First, Middle Initial) Michelangelo, Joseph	Residence (Town) of accused Fairfield	Court to be held at (Town) Bridgeport
		Geographical Area number 2

CR19-331943

Application For Arrest Warrant
To: A Judge of the Superior Court

The undersigned hereby applies for a warrant for the arrest of the above-named accused on the basis of the facts set forth in the: Affidavit Below. Affidavit(s) Attached.

Date 7/31/2019	Signed (Prosecuting authority) Tamblyn Conopask, SAsA	Type/print name of prosecuting authority Tamblyn Conopask, SAsA
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Affidavit

The undersigned affiant, being duly sworn, deposes and says:

The undersigned, Detective Frederick Hine, being duly sworn, does depose and state that he has been a member of the Fairfield Police Department since October 27, 1987. At all times mentioned herein I was acting as a member of said department. The following facts and circumstances are stated from personal knowledge and observations as well as information received from other police officers acting in their official capacity and from official police reports and statements made by prudent and credible witnesses.

1. On 7-5-17, Fairfield Police Chief Gary MacNamara requested an investigation into the operation of the Fairfield Construction Material Processing Facility located adjacent to Fairfield Department of Public Works, 183 Richard White Way. Chief MacNamara reported that citizens of Fairfield had expressed their concern over the excessive volume of material stockpiled at the facility while it had been operated by Julian Development, LLC., (Also known as Julian Enterprises) and also over the recent discovery of hazardous materials and PCB's at the site. An investigation was requested to determine if criminal violations have been committed by anyone associated with the facility. What was revealed through this investigation, were the circumstances by which hazardous materials and PCB's were illegally dumped on Town property, evidence of municipal corruption that included larceny by defrauding of public community, forgery and conspiracy to illegally dump contaminated materials, including hazardous materials and PCB's on Town property. The ongoing pattern of criminal activity first surfaced with a flawed bid process that awarded a Town bid to contractor, Julian Development, combined with the seemingly intentional lack

(This is page 1 of a 30 page Affidavit)

Date 7-31-19	Signed (Affiant) Frederick Hine Jr.	<i>[Signature]</i>
Jurat	Subscribed and sworn to before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) <i>[Signature]</i>

Finding

The foregoing Application for an arrest warrant, and affidavit(s) attached to said Application, having been submitted to and considered by the undersigned, the undersigned finds from said affidavit(s) that there is probable cause to believe that an offense has been committed and that the accused committed it and, therefore, that probable cause exists for the issuance of a warrant for the arrest of the above-named accused.

Date and Signature	Signed at (City or town) Bridgeport	On (Date) 8/1/19	Signed (Judge/Judge Trial Referee) <i>[Signature]</i>	Name of Judge/Judge Trial Referee
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Affidavit - Continued

of oversight of the Construction Material Processing Facility by Town Officials. This Investigation shows evidence that this intentional lack of oversight and the pattern of criminal activity was ongoing, from the initial bid process to the date that Julian Development was removed from the site.

2. Purpose of the Fairfield Construction Material Processing Facility
 The Fairfield Department of Public Works (DPW) generates several tons of earth material on an annual basis from town work. The earth material that is generated is from the removal of old road material, sidewalks, parking lots, drainage, and removed earth material in the construction of sewer and site construction. This material cannot be reused in its raw form. The Fairfield Public Works Department also has a need for processed earth materials to be used for new projects, including building roads, sidewalks, parking lots, drainage, sewers, etc. As a solution to managing the accumulation of unusable earth bi-products from Town projects, the "Fairfield Construction Material Processing Facility" was created at 183 Richard White Way, on DPW Property ("Facility"). The goal of the Facility is to accept the unusable earth material generated through Town projects, and by crushing, sorting, and mixing the unusable material with imported "new" earth materials (ie.-gravel, rock, concrete), convert it into an earth product that can be reused or sold. The Department of Public Works has operated the Construction Material Processing Facility as a public/private partnership for several years. The right to operate the Town facility is awarded to a private contractor through a Town bidding process. The term of the bid/contract is 3 years. Scott Bartlett runs the Department of Public Works as the Superintendent, with the oversight of Joseph Michelangelo, the Director of Public Works.

3. The Town's Bidding Process Regarding the Operation of this Processing Facility

3A. In 2013, there were three contractors who bid to operate the Construction Material Processing Facility ("Facility"), one of which was Datin Brothers, Inc., who was the previous operator of the facility. Datin Brothers did submit a bid to continue to operate the site, but according to bid results documents, they did not submit the bid security check of 5% of the required \$50,000.00 bid bond. According to Gerald Foley, the current Director of Purchasing, this was grounds for disqualification from the bidding competition. The bid application to operate the Facility states "Any bid not submitted with such security will be excluded. No exceptions." This left Julian Development and Cavaliere Industries, Inc., as the remaining competing bidders.

In an e-mail dated May 3, 2013, from Town Purchasing Director, Phil Ryan to the two remaining bidders, Andrew Julian and DJ Cavaliere, he wrote, "Are you available to meet with Scott Bartlett and Joe

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Reviewed (Prosecutorial Official)	Date	Reviewed (Judge / Judge Trial Referee)	(Date)
<i>[Signature]</i> , SASA	7/31/2019	<i>[Signature]</i>	<i>[Signature]</i>

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Michelangelo of DPW, on Tuesday 7th at 8:30 to discuss your proposal to operate the construction material processing facility? “ This was the candidate interview phase of the bidder selection process. Mr. Cavaliere responded on May 6, 2013, stating that they “had found another source and location for use as the same purpose. Please keep us in mind if the low bidder fails to uphold the contract was we would be happy to assist the Town of Fairfield at the facility.” Jason Julian responded by saying, “We are available to meet at the proposed time.”

An e-mail from Phil Ryan dated May 7, 2013 to Bartlett and Michelangelo stated, “Looks like we are down to a one-horse race. Julian will be here at 9:15 so we can interview them as planned and discuss the award of the contract afterward.” Bartlett responds with “Yes, I spoke with Joe when this came up and he is comfortable with awarding it to Julian. I will be meeting with him to set up a transition.

3B. Town’s Bid Specifications for the Construction Material Processing Facility Operation, Request for Proposal #2013-73 states the following:

- The following materials are allowed to be dumped at the facility for processing: asphalt pavement, curbing, milled asphalt, concrete curbing, excavation material from road and building construction site projects, catch basin parts, catch basin cleanings, road sweepings, large boulders, rock, soil, shot rock.
- The following materials are prohibited from the facility for processing: Building demolition material including foundations, or general building construction debris, foundations, smoke stacks, sheet rock, ceramic pipe, metals, anything that may have been painted or treated with chemicals, wood of any kind, yard waste, woody debris, stumps, bulky waste.
- The operator must accept materials from the Town at no charge to the Town. The operator of the facility may also accept up to 6000 cubic yards of material per year from private contractors, and they may charge the private contractors a dumping fee to accept said material.
- The operator of the facility is expected to process the accepted materials and convert it into a usable product, which can then be sold to the Town and Private contractors.
- The Town reserves the right to make an on-site inspection and evaluation of any facility at which contract operational services are currently being performed.
- There will be a prohibition on the acceptance of hazardous or contaminated materials. The Operator will be responsible for the proper removal and cleanup of any environmental issues caused by their operations, as well as the removal of any unacceptable materials. The Operator must comply with all federal, state, and other local regulations.

3C. Julian Development’s Bid Application to the Town of Fairfield Public Works Department (“Town

(This is page 3 of a 30 page Affidavit

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Reviewed (Prosecutorial Official)	Date	Reviewed (Judge / Judge Trial-Referee)	Date	
Jambelyn [unclear], SASA	7/31/2019		7/31/19	

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DPW") requires the Bidder/potential Operator to provide the following information:

- "Has the company or its employees been named as a defendant in any litigation brought as a result of any contract for operations/maintenance?" Julian Development's response in their bid application was "no". This Affiant conducted a search of the Superior Court Civil Court Case Look-up, and located five cases in which Julian Development was listed as a defendant, prior to the date of the bid proposal.

- "Has the Bidder/Company ever been terminated or replaced on a project other than those contracts that have been terminated due to completion" Julian's response was "No."

This investigation revealed that in 2011, Julian Development entered into an agreement with Developer, John Gauvin to mine stone and excavate the property owned by Gauvin in Plainfield, CT., in exchange for giving rights to Julian to sell the stone. Due to a fraudulent bond posted by Julian Development from an unlicensed issuer, Gauvin terminated Julian Development from the mining/excavation agreement.

- Bidders must "In a clear and comprehensive manner" "State whether any selectmen or other officer, employee, or person who is payable in whole or in part from the Town, currently had any direct or indirect personal interest in the bidder/company. If so, describe the circumstances." Julian responded in writing, "NONE".

This investigation has revealed that Scott Bartlett, the Fairfield Superintendent of Public Works, has a son, Steven Bartlett, who is employed by Julian Development and had been at the time of the bid application.

3D. Annual price paid by the Contractor (Operator) to the Town to operate the facility:

- \$3000.00/term (15th March - 14th June)
- \$3000.00/term (15th June - 14th September)
- \$3000.00/term (15th September - 15th December)

3E. Pages nine and ten of the Bid Proposal completed by Julian Development include a certification statement which provides, "The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the contract documents are listed herewith in this bid form."

Below this statement in the Authorized Representative field on both pages is the signature of Andrew C. Julian.

3F. On May 14, 2013, Julian Development, LLC of 615 Plains Road, Milford, CT., was awarded the contract/bid to operate the Construction Material Processing Facility. Scott Bartlett, as Superintendent of Public works had a part in the selection process. Julian Development began operations on May 24, 2013. This contract was a three year term.

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Reviewed (Prosecutorial Official) <i>[Signature]</i> , SASA	Date 7/31/2019	Reviewed (Judge / Judge Trial Referee) <i>[Signature]</i>	Date 8/1/19

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4. Contaminated Materials Received at the Facility in Violation of the Contract and Environmental Laws

4A. In the last six months of the Town's 3-year contract with Julian, the excessive volume of unprocessed material on the site significantly increased instead of being reduced, per the bid contract. That along with the tremendous increase in truck traffic to and from the facility through the center of Town, prompted Joseph Michelangelo, the Director of Public Works, to more closely monitor Julian Development's operation of the facility. On November 29, 2016 hazardous material, namely lead, as well as Polychlorinated Biphenyls (PCBs) were discovered in a sample of material on the site. The facility was shut down and Julian Development personnel were dismissed from the site. The CT DEEP Emergency Response Unit (Oil and Chemical Spills Division) and Solid Waste Division were contacted by Town personnel to report the detected contamination. The Emergency Response Unit assigned the incident case no. 2016-06764 and referred the issue to the Connecticut DEEP PCB Division. This discovery heightened the concerns of Fairfield citizens as well as public officials, prompting Chief MacNamara to initiate a police investigation of the matter, in an effort to determine if criminal violations had been committed by any of those involved. The names of Town employee witnesses as well as the names of Julian Development employees have been kept confidential throughout this report and are available on file.

4B. On 7-14-17, this Affiant interviewed Joseph Michelangelo, who has served as Director of Public Works for the Town of Fairfield since September of 2012. Michelangelo's office is in the Fairfield Town Hall building, 725 Old Post Road. Michelangelo stated in May of 2013, Julian Development took over operations of the Facility. It was his (Michelangelo's) and the Superintendent of Public Works, Scott Bartlett's responsibility to monitor Julian Development's progress and they did meet with Julian personnel on a weekly basis to monitor the activities. Michelangelo stated it was Julian Development's responsibility to document the origin of the materials that they accepted and the tonnage. In the last six months of the Town's contract with Julian Development, the volume of unprocessed material on the site seemed to be increasing. That prompted Michelangelo to more closely monitor Julian's operation of the facility. In the last four months of Julian's operation of the facility, the Town hired Logical Environmental Solutions, LLC. a provider of environmental contracting and consulting services, to conduct weekly tests of material on the site for hazardous materials. On 12-13-16 results from laboratory tests on samples of materials taken from the site on 11-29-16 showed that the samples contained PCB's and Lead, a hazardous material. The DEEP was notified, the facility was shut down, and Julian Development personnel were dismissed

(This is page 5 of a 30 page Affidavit)

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Reviewed (Prosecutorial Official) <i>Jambelgna [Signature]</i> , SASA	Date 7/31/2019
Reviewed (Judge/Judge Trial Referee)	Date 7/11/19

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from the site. Michelangelo stated the Town does not have any records from Julian Development which document the origin of the loads of materials that they accepted on the site. Michelangelo estimated that the cost to remove the PCB and lead contaminated soil and have it transported to a licensed hazardous waste disposal site is approximately \$280,000.

4C. On 7-19-17, This Affiant interviewed Scott Bartlett, who has served as the Superintendent of Public Works for the Town of Fairfield since April of 2004. Bartlett reports directly to the Director of Public Works, Joseph Michelangelo. Bartlett's Office is located in the Department of Public Works building, in close proximity to the Construction Material Processing Facility. Bartlett stated throughout the Julian contract to operate the site, he did conduct spot checks at the Julian Development scale house, to verify that Julian was only allowing acceptable materials at the site. I asked Bartlett if anyone had ever expressed concern to him that Julian Development was allowing unacceptable materials (demolition material) to be dumped at the Fairfield processing site. He initially said "no", but then stated on one occasion, Town Employee #1, did express a concern over a truck that dumped material at the site. Bartlett stated he investigated and it checked OK.

Prior to this investigation, it was known that Bartlett's son, Steven Bartlett, is employed by Julian Development. I asked Bartlett to explain his son's working relationship with Julian Development. Bartlett stated his son graduated high school in 2012 and was hired by Julian Development on a part time basis, to do landscape maintenance contracts and snow plowing in the winter. Bartlett stated now, his son works more hours for Julian than he has in the past.

In the previously mentioned document titled, "Request For Proposal RFP #2013-73", and the section titled, "REQUIRED INFORMATION", Item #4 states, - Bidders must, "In a clear and comprehensive manner" "state whether any selectmen or other officer, employee, or person, who is payable in whole or in part from the Town, currently had any direct or indirect personal interest in the bidder/company. If so, describe the circumstances." (Page 3 of 13) In the Julian Development Bid application signed by Andrew Julian, the response was "NONE", which is inaccurate in that Julian Development did not disclose that their company employs the son of the Superintendent of Fairfield Public Works. Nor did Scott Bartlett disclose to any other Town Manager that his son is employed by Julian Development.

4D. The Connecticut State Hazardous Waste Program, enacted under Subsection (c) of the Conn. Gen. Stat. 22a-449, and the regulations promulgated thereunder, regulate the handling of solid waste generated in Connecticut and the determination of whether such solid waste is hazardous for purposes of treatment, storage, transportation and disposal. Such regulations, including R.C.S.A. sec. 22a-449(c)-101 require

(This is page 6 of a 30 page Affidavit

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Reviewed (Prosecutorial Official) <i>[Signature]</i> , S.A.S.A.	Date 7/31/2019
Reviewed (Judge / Judge Trial Referee) <i>[Signature]</i>	Date 7/31/19

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Affidavit - Continued

waste material to be identified ("characterized") and to be properly documented. Additionally, the Conn. Hazardous Waste Program requires that when a waste material is identified /characterized as containing hazardous levels for certain chemicals or components, then the handling, storage, treatment, transport and disposal of such material becomes specifically regulated in accordance with the requirements of such Program. Conn. Gen. Stat. 22a-131a(b) provides criminal penalties for any person who knowingly transports or causes to be transported any hazardous waste to a facility which does not have a permit required under subsection (c) of section 22a-449, or, for any person who knowingly treats, stores, or disposes of any hazardous wastes without a permit required under said subsection or said regulations.

4E. According to CT DEEP records, The Materials Processing Facility in Fairfield, CT does not possess the necessary permits to treat, store or dispose of hazardous waste at this facility.

4F. Connecticut Gen. Stats. 22a-208c prohibits the receiving, disposing of, processing or transporting solid waste at/to any facility which does not have the proper permits to be operating as a solid waste facility pursuant to CGS 22a-208a.

4G. According to CT DEEP records, The Materials Processing Facility in Fairfield, CT does not possess the necessary permits to receive, store, process or dispose of solid waste, nor to be operating as a solid waste facility. On April 12, 2018, the Town DPW submitted to CT DEEP an Application to operate the site as a solid waste facility, pursuant to CGS 22a-208a. This application was signed by Joseph Michelangelo, Director of Public Works, under statutory certification that said application contained true, accurate and complete information. The DEEP subsequently has provided written Notice of Insufficiency to the Town regarding this application. To date, this application has not been approved.

4H. Connecticut General statutes Sec. 22a-250(d) provides that no person shall dump any material upon any public property in the state. "Dump" as used in this section means to "discard automobile or automobile parts, large appliances, tires, bulky waste, hazardous waste defined in section 22a-115, or any similar material. "Bulky waste" as used in this section is defined as, "land clearing debris and waste resulting directly from demolition activities other than clean fill." RCSA Sec. 22a-208a-1(10). Conn. Gen. Stats. Sec. 22a-226a provides criminal penalties for knowing violations of C.G.S. sec. 22a-250(d), including fines of up to \$25,000 a day for each in day in violation and /or up to 2 years imprisonment.

4I. Connecticut General Statutes Sec. 22a-430(a) provides that no person or municipality shall initiate,

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Reviewed (Prosecutorial Official) <i>Tambelyn ELL, S.A.S.A.</i>	Date 7/31/2019	Reviewed (Judge / Judge Trial Referee) <i>[Signature]</i>	Date 8/1/19

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create, originate or maintain any discharge of water, substance or material into the waters of the state without a permit for such discharge issued by the Commissioner of the Connecticut Department of Energy and Environmental Protection. C.G.S. Sec. 22a-423 defines, "waters" to include all tidal waters, harbors, estuaries, rivers, brooks, watercourses, waterways, marshes, drainage systems and all other surface or underground streams, bodies or accumulations of water, natural or artificial, public or private, which are contained within, flow through or border this state or any portion thereof. Conn. Gen. Stats. Sec. 22a-438(b),(c) provides criminal penalties for knowing violations of any provision of the chapter on Water Pollution, including C.G.S. sec. 22a-430, 430(b), including fines of up to \$50,000 per day for each day in violation and/or imprisonment of up to 3 years. For purposes of the criminal penalties, "person" includes any responsible corporate officer or municipal official.

4J. On 1-15-16 the CT DEEP issued a Notice of Violation to Jason Julian of Julian Enterprises (NOV #WRSW15010) pursuant to CGS 22a-430 and 430b regarding its operation of the Fairfield Materials Processing Facility. This notice documented the violations at the site regarding Julian's operations, including:

- Julian's failure to obtain a permit for its discharge pursuant to CGS 22a-430b;
- Julian's failure to prepare and keep on site a pollution prevention plan, as required;
- Julian's failure to maintain adequate erosion control

4K. Julian provided a written Compliance Statement, dated September 15, 2016 to the CT DEEP acknowledging the CGS 22a-430b water violations at the site and alleging the correction of said violations. This document contains a certification of compliance and contains the signature of Jason Julian.

4L. The evidence of ongoing dumping of contaminated materials (see below), and subsequent sampling results from November and December, 2016, reveal that the illegal discharge into the waters was allowed to continue. The facility was subsequently registered for such a permit and this became effective on December 27, 2016.

4M. On 7-26-17 this Affiant interviewed Cindy Knight, President of Logical Environmental Solutions, LLC. Ms. Knight's company is a provider of environmental contracting and consulting services. Ms. Knight was hired on 9-29-16 by Joseph Michelangelo and Scott Bartlett on behalf of the Town of Fairfield. Ms. Knight stated she met with Bartlett and Michelangelo on site at the processing Facility on September

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29, 2016. Michelangelo told her that Julian Development's contract to run the Facility was coming to an end and he wanted to make sure that Julian did not start accepting contaminated material.

Ms. Knight was instructed to take random samples of materials from the site that she felt looked suspicious. On September 29, 2016, Michelangelo told Knight to concentrate her sampling on anything new coming into the site and not what was already present. Michelangelo admitted to Knight that Julian was bringing in prohibited demolition debris to the Facility. Knight stated it was apparent to her that prohibited demolition debris had already been allowed to be dumped there, as she observed demolition debris throughout the site. The checks continued weekly, and after eight tests, all were within acceptable limits and not considered hazardous. Bartlett, Michelangelo and Julian were all informed of Ms. Knight's visits for sampling.

Then on 11-29-2016, Knight arrived unannounced on the site at approximately 6:50 AM., accompanied by one of her employees. She drove completely around to the back side of the stockpiled material and drove to the top of the pile where she started taking pictures and taking note of new material that had been dumped on the ground. Then at about 7:00 or 7:30 AM., she saw a tri-axel truck travel to the extreme back of the pile where she had never seen trucks dump material, and dump a load of gray brown granular soil material that was not consistent with other material on site. Ms. Knight tested the material with a meter and she got a positive response for volatile organic compounds. She then took a sample of it. Minutes later, another truck came in and dumped material that was consistent in every way with the load she had just sampled. It also had no building debris in it, as most loads had. It was straight gray brown granular soil type material. Minutes later, a third truck dumped the same type of material in the same spot. Ms. Knight found that to be unusual because she had never seen trucks dumping material in that remote location of the pile, in the two months she had conducted tests there. All three trucks were marked "Julian." Knight took photographs of the material dumped which are available on file in the FPD case folder. A review of these photographs and the scale house tickets confirm that the total weight of the material dumped on the site on this date by the three Julian trucks noted above was 68.9 tons.

On 12-13-16, Knight received the test results on the samples she took of the described suspicious materials that had been dumped by the Julian trucks. The results showed that the samples contained Polychlorinated Biphenyls (PCB's) and lead. Both materials are believed to cause some types of cancers and/or other health problems.

PCB levels - tested at 6.8 mg/kg (6 times greater than the state residential allowable level of 1mg/kg)

Lead levels - tested at greater than 10 mg/L (double the 5mg/L limit for what is deemed hazardous by State and Federal law)

Knight stated based upon the elevated concentrations of leachable lead detected in the soil sample, the

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Reviewed (Prosecutorial Official) Jambelyn E. SASA	Date 7/31/2019	Reviewed (Judge/Judge Trial Referee) [Signature]	Date 7/31/19

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Fairfield Police Department

Name (Last, First, Middle Initial) Michelangelo, Joseph	Residence (Town) of accused Fairfield	Court to be held at (Town) Bridgeport	Geographical Area number 2
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Affidavit - Continued

soil would be considered a hazardous material. Knight stated she immediately reported the results to Michelangelo and Bartlett. They shut down the site operations and Julian Development personnel were removed from the site. Knight also advised Michelangelo to notify the State Department of Energy and Environmental Protection (DEEP).

4N. This Affiant interviewed Brian Carey, the Town Conservation Director. In a signed sworn written statement, Carey stated on December 13, 2017, he was asked by Joe Michelangelo, Director of Public Works, if he would accompany him to the site to help inspect an area of the fill pile that had tested positive for PCB contaminated materials. Carey's experience in the environmental field includes employment as an environmental consultant for 10 years, working on the investigation and remediation of hundreds of hazardous waste sites throughout Connecticut and New York. In 2008, he became the Conservation Director for the Town of Stratford and for 7 years he was directly responsible for starting the Town's Brownfield Remediation program.

Carey stated he saw numerous trucks entering the Facility that were carrying loads of soils mixed with asphalt, brick, concrete, stone and other debris. He stated he had professional concerns regarding the materials that were being trucked in. Carey stated the material that he saw which had been dumped at the Construction Material Processing Facility site, in the immediate area where the PCB contaminated soil was located, was clearly from a demolition project. He stated the material that was of concern was a mixture of building materials from demolition including flu brick, concrete with mastic, tiling, dirt, and electrical cables. He stated it was clearly from a recent demolition project and was deposited on the surface of the pile along the northeastern portion of the site. He stated the demolition material was observed on the surface and appeared to have been recently dumped at the site.

On December 13, 2017, Brian Carey reported this dumping incident to the Connecticut Department of Energy and Environmental Protection (DEEP). Neither Michelangelo nor Bartlett reported this dumping incident, nor any dumping of demolition debris at the site.

Tests were completed at deeper depths of the contaminated area and more contaminated material was found. A total of 134 tri axle truckloads containing 3,627.1 tons of contaminated soil was transported offsite to a licensed hazardous waste facility in Pennsylvania for disposal. Knight stated she believes that if Julian personnel knew the three truck loads were contaminated with PCB's and lead, then those three loads were intentionally co-mingled with other material in an attempt to either dilute or hide the contaminated material. Knight gave a signed sworn written statement of the above information.

(This is page 10 of a 30 page Affidavit)

Date 7-31-19	Signed (Affiant) <i>Sgt. [Signature]</i>		
Jurat	Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) <i>[Signature]</i>	
Reviewed (Prosecutorial Official) <i>[Signature]</i>	Date 7/31/2019	Reviewed (Judge / Judge Trial Referee) <i>[Signature]</i>	Date <i>[Signature]</i>

ARREST WARRANT APPLICATION

JD-CR-64a Rev. 3-11
 C.G.S. § 54-2a
 Pr. Bk. Sec. 36-1, 36-2, 36-3
 CFS #: 1700025059

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Affidavit - Continued

4O. A Town security camera is positioned on Richard White Way which records video of vehicular traffic traveling to and from the Construction Materials Processing Site. Ms. Knight identified on video, the three Julian Development trucks which she believes to be the trucks that dumped contaminated hazardous soil.

4P. On 7-21-17, this Affiant interviewed Town Employee #1, a Department Director, who has been employed by the Town of Fairfield for the past 37 years and who works in an area where he can see trucks carrying material into the Fairfield Construction Material Processing Facility. Town Employee #1 stated he was not assigned a role in the Construction Material Processing Facility operation, or its oversight. However, he stated he was aware of the ever increasing volume of material that was accumulating at the site over the past few years. He stated on several occasions he witnessed the type of materials that were being trucked into the site and dumped there and he believes that much of it was prohibited, according to the guidelines established in the bid proposal. He stated on multiple occasions he voiced his concerns to Scott Bartlett, however he did not see any enforcement action taken against Julian Development. Town Employee #1 stated that from 2013 through 2016, while Julian Development operated the Construction Material Processing Facility, he saw trucks carrying demolition materials to the site including sheet rock, plaster, sewer pipes, smoke stacks, brick, and gray colored soil being dumped there. This material was prohibited according to the bid specifications. The Fairfield residents began making continuous complaints about the traffic caused by the Facility. Town Employee #1 stated he began to monitor the trucks coming into the site via security cameras and he saw more demolition material being trucked in. As a result, a conference call meeting was planned to discuss these concerns. This meeting took place on or about August of 2015 and included Town Employee #1, Town Employee #2, Joe Michelangelo and Scott Bartlett. During the meeting they discussed the potentially contaminated materials coming into the site. In the presence of Joe Michelangelo, Scott Bartlett responded to this concern by saying, "I don't care what comes in...as long as it goes out." Town Employee #1 gave a signed sworn written statement of the above information.

4Q. On 11-30-17 this Affiant interviewed Town Employee #2, a department coordinator, who has been employed with the Town for more than ten years. Town Employee #2 stated he had concerns regarding the construction material processing site. He stated there were a lot of large trucks carrying material that looked suspicious. The material they were dumping looked like demolition material. There was a lot of irritating dust in the air generated at the site that irritated his throat. The number of trucks coming in was

(This is page 11 of a 30 page Affidavit)

Date 7-31-19	Signed (Affiant) <i>[Signature]</i>		
Jurat	Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) <i>[Signature]</i>	
Reviewed (Prosecutorial Official) <i>Jambalyn ELL, SASA</i>	Date 7/31/2019	Reviewed (Judge / Judge Trial Referee) <i>[Signature]</i>	Date 7/1/19

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Affidavit - Continued

also concerning. He stated he was getting complaints from residents that the site was being operated on Saturdays, which was not supposed to happen. Town Employee #2 stated he voiced his concerns to Town Employee #1, his supervisor. This led to the previously mentioned conference call meeting on or about August of 2015. Town Employee #2 confirmed his participation in this conference call meeting and also stated that during the meeting, Town Employee #1 expressed his concerns to Michelangelo and Bartlett regarding unacceptable material that was being brought into the facility and Employee #2 also stated Scott Bartlett's response to that concern was "I don't care what they bring in....as long as they take it out." Town Employee #2 stated he heard Scott Bartlett make the same statement again later that same day that he did not care what went into the construction material processing site, as long as it went back out. Town Employee #2 gave a signed sworn written statement of the above information.

4R. This Affiant received information suggesting that I speak with Pat Bennett, the owner of an automotive service station, which is located in close proximity to property, on which, the now demolished Connecticut Limousine building was located. (550 Commerce Drive, Fairfield). Bennett stated during the excavation of the Connecticut Limousine property (for the construction of the Land Rover Dealership Building) he saw Julian trucks hauling material from the site, Eastbound into Fairfield. He also stated he believed some of the material being hauled into Fairfield had been dredged from the river on the property which he believed was contaminated soil. Bennett stated he knew Scott Bartlett was in control of the Fairfield construction material processing facility. He stated he was told by an ex-employee (truck driver) of Julian Development, (Ex-Julian Employee #3), that he had witnessed Scott Bartlett being handed an envelope believed to be money, by a member of the Julian Development company. Bennett suggested that I speak with Ex-Julian Employee #3 for firsthand information and provided me with his phone number.

4S. On 11-10-17, this Affiant spoke with Julian Ex-Employee #3 by phone. He stated he worked as a truck driver for Julian Development from 2011 until 2016. He stated his employment came to an end after he and the Julian family had a falling out. He stated the Julians come across as good honest business men at first, but in reality, they are deceitful. He stated while he was driving trucks for Julian, he had hauled demolition material from property located on the corner of Black Rock Turnpike and Commerce Drive to the Fairfield Construction Material Processing Facility.

He stated Julian Employee #1 would arrive at the Fairfield Construction Material Processing Facility at 4:00 AM. to conduct business, and he was accepting truckloads of material from "all over." He stated Julian Employee #1 would accept ashback tile pipe and transite pipe, (an asbestos-cement pipe used in water distribution systems). Julian Employee #1 would crush the pipe and then dig deep holes on the

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Date 7-31-19	Signed (Affiant) Sgt [Signature]
Jurat Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) [Signature]
Reviewed, (Prosecutorial Official) Lambertson [Signature], SAsA	Date 7/31/2019
Reviewed (Judge / Judge Trial Referee)	Date 8/1/19

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Affidavit - Continued

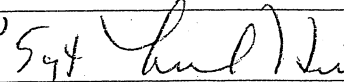
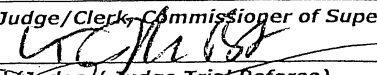
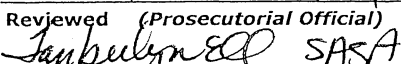
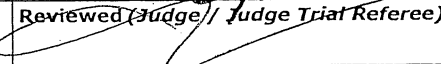
Fairfield processing site and bury the crushed pipe containing asbestos. Ex-Julian Employee #3 stated Julian Development buried demolition waste all over the Fairfield construction material processing site. Ex-Julian Employee #3 stated Scott Bartlett had a "fishy relationship" with the Julians. He stated the Julians gave Scott Bartlett's son a job and they "gave the kid whatever he wanted." Ex-Julian Employee #3 stated each year at the Julian Christmas Party, the Julian's would give envelopes containing Christmas cash bonuses to their employees in attendance.

Subsequent to this Affiant's phone conversation with Julian Employee #3, on March 29, 2019, Julian Employee #3 consented to an interview with this Affiant and provided a signed sworn written statement. Julian Employee #3 provided additional details regarding his hauling of demolition debris for Julian, including the projects he hauled from , the time period of the jobs, and the contents of the loads (consistent with what he relayed to this Affiant on the phone in November, 2017.) He stated that he made several trips from the Julian storage yard on Plains Rd, in Milford, CT to the Fairfield Processing Facility. He described the contents of these loads to include, "debris material... muddy and mixed with wood scraps and unusable." He also recalls a specific house demolition job in the Hollow section of Bridgeport. He described the material he hauled from this site to the Fairfield Processing Facility as, "construction debris". He stated that he never saw any Town employees at the Processing Facility monitoring the loads of materials coming in and being dumped.

Julian Employee #3 stated he attended the annual Julian employee Christmas parties, and specifically recalls the years of 2013, 2014, and 2015. He stated it was customary for Jason Julian to hand out the company cash Christmas bonuses during the party. He stated that Scott Bartlett attended Julian Christmas parties. He specifically recalls observing Scott Bartlett and Jason Julian acting "chummy" and "together the whole time." He stated that he specifically recalls one year, when he saw Jason Julian fold an envelope in half and put it in Scott Bartlett's pocket while he (Jason Julian) shook Bartlett's hand. He stated that Jason Julian gave all the employees the same kind of envelope, including Bartlett. He stated that his (Ex-Julian Employee's) envelope contained about \$1,000 cash in a card. Ex-Julian Employee's signed sworn written statement was entered into evidence.

4T. On 7-28-17, this Affiant interviewed Town Employee #3, a DPW foreman and asked him if he would tell me his knowledge of the Construction Material Processing Facility and of his observations over the years. When the material pile continued to grow in volume, Town Employee #3 voiced his concerns to Public Works Director Scott Bartlett, and Bartlett told him not to worry. The pile continued to grow. Julian Employee #2 operated the scale house on the site and Town Employee #3 began to monitor activities there for approximately one month. During that time, Town Employee #3 would voice his objection to

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Jurat	Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) 		
Reviewed (Prosecutorial Official)	Date	Reviewed (Judge/ Judge Trial Referee)	Date	
	7/31/2019		7/1/19	

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Affidavit - Continued

Julian Employee #2 over the manner in which the site was being operated, and this created conflict with Julian Employee #2. Town Employee #3 was ultimately told by Scott Bartlett to stay away from Julian Employee #1, so from that point on, he no longer monitored the construction material processing facility. Town Employee #3 turned over to this affiant a folder and asked me to review its contents. The folder contained the following:

- Three photographs that were downloaded from the Julian scale house operator's, (Julian Employee #2's) Facebook page which Town Employee #3 and Town Employee #4 identified as attendees at the annual Julian Development employee Christmas party held in December of 2016 at Brewport Restaurant in Bridgeport. Among other subjects pictured in attendance were Jason Julian and Scott Bartlett. Town Employee #4 stated the party was held two days after Julian Development was dismissed from the Fairfield construction material processing site as a result of the discovery of hazardous materials that had been dumped there by Julian trucks.
- A 31 page typed narrative that Town Employee #4 stated was composed by him and Town Employee #5. The narrative contained an account of incidents dated from 2003 to 2008 alleging that Scott Bartlett engaged in activity against the Town relating to the Town Bidding process as well as suspected improprieties regarding proceeds from the sale of scrap metal. The folder containing the above three items were entered into evidence.

4U. On 8-29-17 this Affiant interviewed Town Employee #4, a DPW supervisor, who stated he is aware of the issues that have surfaced regarding the Construction Material Processing Facility. He stated the previous operator of the facility was successfully reducing the pile of spoils, but Julian Development was awarded the bid over them in 2013. Town Employee #4 stated he saw Julian trucks bring in prohibited demolition material. Town Employee #4 stated he saw Julian trucks bring in pieces of foundation, demolition debris and concrete footings, which was not allowed to be dumped on the site. He stated he remembers Scott Bartlett telling Julian employees to dump those materials in a large open hole on the site to fill it in. Town Employee #4 stated it is no surprise to him that hazardous materials were found on the site, considering the large amount of material that was coming in unchecked. Town Employee #4 gave a signed sworn written statement of the above information.

4V. On 5-14-18, this Affiant interviewed Town Employee #5, a DPW supervisor and Town employee of over 30 years. He stated that in 2009, he and Town Employee #4 made a complaint against Scott Bartlett of municipal corruption to the Connecticut Division of Criminal Justice. He stated they did so because of Bartlett's bid steering and misappropriation of Town funds to private contractors for work that was

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Date 7-31-19	Signed (Affiant) <i>Sgt Paul J. Jiri</i>
Jurat Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) <i>[Signature]</i>
Reviewed (Prosecutorial Official) <i>[Signature]</i> , S.A.S.A.	Date 7/31/2019
Reviewed (Judge/Judge Trial Referee)	Date <i>[Signature]</i>

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Affidavit - Continued

sometimes not even done. Town Employee #5 also feels that Bartlett receives benefits from private contractors that he steers Town bids to. He also believes that in 2009 Bartlett stole money from the "scrap metal fund" and Bartlett asked two of his subordinates to lie to the State Inspector who investigated, and tell him that they borrowed money from the "scrap metal fund."

4W. On 4-26-18, this Affiant interviewed Town Employee #6, who is a DPW foreman. He stated that it was obvious that Julian Development was allowing prohibited demolition material into the Fairfield Construction Material Processing Facility. He said at one point, he observed that Julian machines had hollowed out the center of the huge pile of material and he suspected that they dumped polluted and possibly hazardous material into the hollowed center of the pile and buried it. He believed that Bartlett was knowingly allowing this to happen even though numerous Town Employees had reported to Bartlett that prohibited demolition material was being brought in. He stated he suspects that Julian has provided Bartlett with some benefit in exchange for making sure they were awarded the bid and allowing Julian to accept polluted and hazardous material at the Fairfield facility. He stated Bartlett's son works for Julian, and he cited that as a benefit provided to Bartlett.

4X. On 8-17-17, this Affiant spoke with Attorney Thomas Cotter, who represents Julian Development in connection with a civil suit. Upon my request, Attorney Cotter provided me with documentation (Tickets) of the loads of material accepted at the Fairfield Construction Material Processing Facility, on November, 29, 2016, the day on which contaminated material (including PCB's and lead) was dumped at the site. Within the first six tickets of the day, were tickets documenting loads of material dumped at the site by Julian Trucks:

Tickets #27930, #27932, and #27935 indicate loads of "fill, rock and asphalt" were dumped by Julian Development trucks at the Fairfield construction material processing site and had been transported there from Commerce Drive, Fairfield for customer, "Pustola & Associates". The time stamps on the tickets, (11-29-2016 at 07:12 AM, 07:21 AM, and 07:34 AM) are consistent with the approximate times at which Ms. Knight reported observing suspicious material being dumped at the site by Julian Development trucks. Knight described the material as "gray brown granular material" and not "fill, rock, and asphalt" as was falsely recorded at the scale house by Julian scale house operator, Julian Employee #2. Knight photographed the material. The material later tested positive for PCB's and lead. The tickets for these truckloads indicate that the material was hauled from Commerce Drive, Fairfield, and other tickets from that day show that they were part of a series of 20 truckloads transported that day by Julian trucks from a location described as either "Commerce Drive" or "Commerce Drive Land-Rover Job Site" to the

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Date	7-31-19	Signed (Affiant)		
Jurat	Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public)		
Reviewed (Prosecutorial Official)	Date	Reviewed (Judge/ Judge Trial-Referee)	Date	
Jambalynell, S.A.S.A.	7/31/2019			

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Affidavit - Continued

Fairfield construction material processing site. November 29, 2016 falls within the period of time during which construction of the Land Rover/ Jaguar Dealership at 2135 Commerce Drive, Bridgeport and at 1 & 5 Commerce Drive, Fairfield was underway.

4Y. A check of records at the Fairfield Town Clerk's Office revealed that the bank that issued the loan on the property (1 & 5 Commerce Drive, Fairfield), now known as Commerce Drive LLC., (AKA - Land Rover / Jaguar, #1 Commerce Drive, Fairfield), is Fairfield County Bank. On 10-27-17, this Affiant submitted a search and seizure warrant to court, requesting that Fairfield County Bank produce copies of all environmental study reports for said property. The warrant was reviewed and granted by the honorable Judge Richards. HRP Associates, Inc. performed a Phase 1 Environmental Study Assessment at this property as part of the due diligence for the potential property transaction. According to HRP Associates, Inc., reports of tests performed on soil and groundwater samples documented that, "Site soils generally consist of brown, dark brown, tan, and grey fine to coarse sand with cobbles and silt. The report concluded that elevated concentrations of lead and arsenic were identified in site soils and groundwater and that evidence of petroleum-impacted soil was reported in the southern portion of the site. The report also documented that, all RSR (Remedial Standard Regulations) exceedances for constituents in soil were recorded at depths greater than 6 feet.

4Z. On 12-18-17, this Affiant spoke with several members of the Connecticut DEEP in the areas of Material Management, Remediation and PCB's who reviewed the above mentioned site assessment report. Collectively, they offered the opinion that based on the HRP report; the tested materials were considered polluted or contaminated material.

5. Investigation of Municipal Corruption
 Through this investigation into Julian Development's operation of the Construction Material Processing Facility, and the unlawful dumping of contaminated materials at the Facility, allegations that Scott Bartlett has engaged in corrupt acts have again surfaced. It is alleged that Bartlett has received benefits from Julian Development in exchange for ensuring that Julian was awarded the bid to operate the Construction Material Processing Facility and for shielding Julian Development from attempts by concerned Town employees and citizens from enforcing the bid specifications and the rules prohibiting demolition and contaminated materials from being accepted at the facility.

(This is page 16 of a 30 page Affidavit

Date 7-31-19	Signed (Affiant) <i>Sgt. [Signature]</i>		
Jurat	Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) <i>[Signature]</i>	
Reviewed (Prosecutorial Official) <i>Lambert, SA</i>	Date 7/31/2019	Reviewed (Judge/Judge Trial Referee) <i>[Signature]</i>	Date 8/1/19

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Affidavit - Continued

5A. This Affiant submitted a search and seizure warrant application to court, requesting to seize copies of all incoming and outgoing e-mail communication for the Town of Fairfield Outlook e-mail account of "sbartlett@fairfieldct.org" dated April 1, 2013 through December 31, 2016. The search warrant was granted and signed by the honorable Judge Earl Richards. A search of the seized communication revealed several e-mails relevant to this investigation, including email exchanges between Fairfield Town Officers, Joseph Michelangelo and Scott Bartlett, and also including several exchanges between Scott Bartlett and several Julian owners and employees, including Andrew Julian and Jason Julian. This Affiant has reviewed these emails, which reveal that Scott Bartlett allowed Julian to accept prohibited demolition/contaminated material, defended Julian Development from Fairfield resident complaints and interfered with a DEEP Investigation. Several of these emails refer to Fairfield residents/citizens who complained of the volume and contamination, in a derogatory manner, and reveal plans of Bartlett and Julian, acting together, in a "mutually agreed upon plan of attack" and collective efforts to "shut them up." Emails from August, 2016 reveal that when Bartlett learns of an imminent visit to the site by the Connecticut DEEP, he immediately notifies Julian to give warning of their pending arrival. These e-mails indicate that Bartlett's primary allegiance and concern is for the protection of Julian Development, and not the residents of Fairfield. Additional e-mails were found showing that Bartlett advised Andrew and Jason Julian of upcoming bids and consulted with them on upcoming bids in violation of Town Policy for Bid Proposals.

5B. This affiant has reviewed numerous e-mails confirming that Bartlett's son is employed by Julian Development and documenting an ongoing improper relationship and conflict of interest between Scott Bartlett and members of Julian Development during the timeframe of the bid. These e-mails contain specific discussions about upcoming bids, and also specific benefits provided between Bartlett and members of Julian Development, including but not limited to:

- Bartlett discussing With Jason Julian the number of hours that his son has worked for Julian and is owed pay;
- Bartlett discussing that his son's truck is in need of repair and Bartlett asking Jason Julian to "square up" with his son, to help him (Bartlett);
- Bartlett discussing social visits with members of Julian Development, including Jason Julian.
- Bartlett forwarding to his wife a listing for an Office Assistant job opportunity with Julian Enterprises;
- Bartlett instructing his son to take down any on-line information regarding his employment with Julian;
- Bartlett alerting Jason Julian to current and upcoming Town of Fairfield bids;
- Bartlett encouraging other Town Department Supervisors to renew snow plowing contracts with Julian;

(This is page 17 of a 30 page Affidavit

Date 7-31-19	Signed (Affiant) <i>Sgt Earl Rich</i>
Jurat Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) <i>[Signature]</i>
Reviewed (Prosecutorial Official) <i>Jambalyn ed, SASA</i>	Date 7/31/2019
Reviewed (Judge/Judge Trial Referee) <i>[Signature]</i>	Date 8/1/19

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Affidavit - Continued

- Bartlett protecting Julian from bid competition;
- Bartlett instructing that Town contracts should be re-bid so that Julian can bid;
- Bartlett asking Andrew and Jason Julian to review an upcoming "On -Call Services and Equipment" bid "to see if I capture what we might need."
- Bartlett discussing with Julian's, tactics to negotiate an extension of Julian's bid contract period with Town.
- Bartlett telling Jason and Andrew Julian to add materials to a Town Materials bid and then telling the Town Buyer, Phil Ryan, he wants to re-bid a materials contract so he could get Julian to quote some of the materials on the bid.

6. The Misappropriation of Town Funds regarding Julian's rental payments

Bid #2013-73 requires Julian Development to make \$3000.00 rent payments to the Town, every three months of operation. While reviewing the email communications referenced above, this Affiant discovered several E-mail messages providing evidence that Bartlett and Julian attempted to misappropriate Town funds by creating the appearance that Julian Development had supplied the Town with Materials equaling the price of the rent they owed, creating "credit memos" and thus circumventing Julian Development's rent obligation. A Town audit report also supports this finding and revealed this scheme to defraud the Town.

6A. First Attempt to Misappropriate Town Funds (Rent)

On 9-23-13, C. Bosse, Town Controller inquired of Bartlett why no rent had been paid by Julian. Bartlett told Bosse that he accepts credit memos from Julian in lieu of rent, and applies the credit memos to Julian invoices. Bosse warned Bartlett not to accept credit memos in lieu of rent. Still no rent was paid, nor were credit memos issued to the Town by Julian. Then on 3/26/2014 (six months later and one year late) Julian Development submitted to the Town Finance Department, a credit memo (#1272) for \$6000.00, in lieu of rent payment for the first 6 months of operation, despite the fact that Bosse had told Bartlett that Julian should pay rent by check and not by credit memo. Based on Bartlett's representation, Town Finance applied the \$6000 credit memo to open Julian Invoices #1160, #1250, #1250A, #1159, #1183.

6B. Second Attempt to Misappropriate Town Funds (Rent)

On 8-11-16 it was again discovered that no periodic rent payments had been paid by Julian Development.

(This is page 18 of a 30 page Affidavit)

Date 7-31-19	Signed (Affiant) Sgt Paul J. [Signature]		
Jurat	Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) [Signature]	
Reviewed (Prosecutorial Official) Zambalyn, S.A.S.A.	Date 7/31/2019	Reviewed (Judge/Judge Trial Referee) [Signature]	Date 7/1/19

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Name (Last, First, Middle Initial) Michelangelo, Joseph	Residence (Town) of accused Fairfield	Court to be held at (Town) Bridgeport	Geographical Area number 2
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Affidavit - Continued

When Bartlett was questioned by the Town Auditor, Bartlett again claimed that he accepts credit memos from Julian in lieu of rent, in violation of Controller Bosse's warning in 2013.

6C. In August, 2016, an internal audit of Bid #2013-73 - Construction Material Processing Facility, was conducted by Town Auditor Connie Saxl. During the period covered by the audit, Saxl determined that Julian owed a total of \$27,000 to the Town of Fairfield for operation of the Facility from the period covering 9/15/2013 – 9/15/2016. This amount is based only on the 9 month period of operation allowed by the contract each year, not by the duration that Julian actually operated, which was longer than allowed.

6D. At the time of the August, 2016 Audit, Saxl asked Bartlett to produce paperwork to show Julian's rent payments. On 8-19-16, Bartlett presented Saxl with the below listed Julian invoices from his office, which charged the Town for materials that the Town allegedly purchased from Julian Development. According to Saxl, Bartlett also provided her with a Julian "Payment Receipt" (credit memo), detailing the \$12,000.00 amount of rent due to the town. Bartlett indicated to Auditor Saxl that he had applied the \$12,000.00 credit memo to Julian open invoices #2149, #2091, and #2090, in lieu of rent. Bartlett did this despite being instructed in 2013 that this credit memo practice was to cease. Bartlett had not submitted the invoices or the credit memos to Finance for proper accounting.

6E. Bartlett submitted Julian invoices 6768, 6769, 6770, 6788, 6922, 6762, 6764, 6765, 6766, 6767, 6922, to Auditor Saxl, totaling \$17,016.47 and also submitted three \$3000 credit memos (total \$9000.00) which said had been issued by Julian and claimed were applied to the invoices in lieu of rent. Saxl determined that the invoices submitted to her by Bartlett had been previously submitted by Bartlett to Town finance for payment and were previously paid in full by the town to Julian. Bartlett himself had authorized these invoices in June, 2016, and submitted them to the finance department for full payment via internal voucher method of payment. Bartlett's signature appears in the "Department Head approval" on the internal voucher payment authorization forms.

6F. The above listed credit memos that were created to try and cover the misappropriated rent payments due to the Town, and were presented to the Town in August of 2016 by Julian and Bartlett, total \$21,000.00.

6G. These "Credit Memos" that Bartlett presented to the Town Finance Department were fraudulently created. Emails dated in August 11, 2016 reveal that when Bartlett received the email inquiry from the

(This is page 19 of a 30 page Affidavit

Date 7-31-19	Signed (Affiant) <i>Sgt Paul J. [Signature]</i>		
Jurat	Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) <i>[Signature]</i>	
Reviewed (Prosecutorial Official) <i>Lambert [Signature]</i> , SABA	Date 7/31/2019	Reviewed (Judge / Judge Trial Referee) <i>[Signature]</i>	Date 8/1/19

ARREST WARRANT APPLICATION

JD-CR-64a Rev. 3-11
 C.G.S § 54-2a
 Pr. Bk. Sec. 36-1, 36-2, 36-3
 CFS #: 1700025059

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Affidavit - Continued

Town Finance, regarding the audit and unpaid rent, he emailed Jason Julian and Julian Development employee, Gina Lebron warning them of the inquiry and discussing the need to account for the missing rent. Julian created the "credit memos" to give the appearance that Julian Development had issued the Town credit to offset the amount of rent owed. These credit memos, as referenced above were not supported by any actual purchase invoices. Instead, Bartlett submitted the invoices, as referenced above, that he had previously submitted and already had been paid outright to Julian.

There is probable cause to believe that this contrived credit memo system of payment was intended to defraud the Town, to conceal the fact that Julian withheld rent payments owed to the Town during the term of the contract, and to then cover-up that Bartlett had allowed Julian Development to do so. This ongoing fraudulent scheme resulted in a \$27,000.00 loss to the Town, for approximately 3 years.

6H. According to Town Auditor Saxl, in mid-October 2016, she and Town Finance Clerk, Kiva Barry met with Julian Development employees. Julian claimed an open balance due to them of \$35,321.00. The Town was owed \$30,000.00 for delinquent rent owed from Julian. The Town paid Julian \$5,321.00. On 10-28-16, Julian submitted a rent check (the only rent check ever submitted) to the Town for \$3000 for the period of operation from 9/15/2016 to 12/14/2016.

In an e-mail with the above accounting, written to this Affiant by Town Auditor Saxl, she relayed that it is her opinion that if the audit had not been conducted, the Town would not have recouped any compensation for the loss of the rent.

7. Misappropriation of Town Funds - Julian Invoices approved for payment by Bartlett for non-billable charges (Dumping of Tennis Facility clean fill at the Materials Processing Facility)

7A. Located in a review of Julian invoices charged to the Town were Invoices #3193, #3736 and #4062, which included charges to the Town for disposal of material described as clean fill, asphalt, rock, and concrete, totaling \$5722.77. These invoices were charges to the Town associated with the rebuilding of the Old Dam Road Tennis facility. The charges were paid to Julian Enterprises, LLC by Town of Fairfield Checks #00565259, 00565260, and 00565261 all dated October 22, 2015. According to the bid specifications of the Construction Material Processing Facility, "The operator (Julian Development) must accept materials from the Town at no charge to the Town."

As noted above, Julian wrongfully obtained \$5722.77 from the Town, when Scott Bartlett submitted written

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Date	7-31-19	Signed (Affiant)	<i>[Signature]</i>	
Jurat	Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public)	<i>[Signature]</i>	
Reviewed (Prosecutorial Official)	<i>[Signature]</i> SASA	Date	7/31/2019	Reviewed (Judge / Judge Trial Referee)
				Date

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Affidavit - Continued

authorization to the Town, via "Internal Voucher" signed by Scott Bartlett and dated October 23, 2015, to pay Julian Enterprises to dump fill material at the Construction Material Processing Facility. The Town did not have an obligation to pay Julian any dumping fee, per the bid specifications.

8. Misappropriation of Town Funds - Julian Invoices approved for payment by Bartlett for non-billable dumping charges (Sweepings) at the Materials Processing Facility.

8A. Located in a review of Julian invoices charged to the Town was Invoice #2149 dated December 4, 2014, which included charges to the Town for disposal of sweepings. Bartlett accepted the invoice from Julian and maintained it in his office claiming that he applied it toward a credit memo. He then submitted it to Town Auditor Saxl in August of 2016 to support one of the credit memos that was created in response to the auditor's inquiry for rent, as referenced in paragraph 6D above. The invoice indicated that Julian charged the Town \$3,510.00 00 in payment of dumping fees for dumping street sweepings at the Construction Material Processing Facility. (Previously mentioned in paragraph 6D) According to the bid specifications of the Construction Material Processing Facility, "The operator (Julian Development) must accept materials from the Town at no charge to the Town."

Therefore, Julian misappropriated \$3,510.00 from the Town, by issuing this invoice to the Town DPW, and Bartlett representing it to the Town auditor as having been paid by a Julian credit memo. The Town did not have an obligation to pay Julian any dumping fee for sweepings, per the bid specifications.

9. The Misuse of potentially contaminated materials for Fairfield Town Projects

The information and evidence contained herein regarding Julian Development's illegal dumping operations and the ongoing scheme to defraud the Town throughout the three years that Julian operated the Fairfield Facility, shows their knowledge that they were transporting and dumping prohibited materials, including demolition debris, at the Fairfield site, that these materials had a likelihood of containing contaminated materials, hazardous materials and/or PCB's, and that they were doing it all for profit. The above evidence shows that Scott Bartlett, in his role as Superintendent of Public Works for the Town of Fairfield, allowed Julian Development and other contractors to dump prohibited demolition material at the Construction Material Processing Facility, and in doing so, potentially made the operation of the facility highly profitable for Julian Development. Joe Michelangelo, in his role as Director of Public Works for the Town of Fairfield, was aware of this dumping of the prohibited construction and demolition

(This is page 21 of a 30 page Affidavit)

Date 7-31-19	Signed (Affiant) Sgt. [Signature]
Jurat Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) [Signature]
Reviewed (Prosecutorial Official) [Signature] S.A.S.A.	Date 7/31/2019
Reviewed (Judge/Judge Trial Referee)	Date 8/11/19

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Affidavit - Continued

debris and allowed it to occur, to the detriment of the Town of Fairfield. As a result of this above detailed criminal activity, the Town of Fairfield has been left with tons of potentially contaminated and polluted material to be removed and/or managed at the expense of Fairfield taxpayers, and with the potential detrimental impact to the Town residents and their environment.

9A. 134 truckloads (3,627.1 tons) of contaminated material has already been removed by the Town, and transported to a licensed hazardous waste disposal site in Pennsylvania, at a cost to the Town of Fairfield in excess of \$280,000.00. The amount and extent of potentially contaminated materials remaining at the site remains unknown at this time. Additional sampling and/or remediation costs of the remaining materials could be significant.

9B. Following the discovery of the contamination at the Fairfield Construction Material Processing Facility site, "GO Environmental" an environmental study/testing company, was hired by Julian Enterprises to investigate the conditions at the site on their behalf. In a letter dated January, 19, 2017, authored by Michael Granata, a Licensed Environmental Professional and Principal of GO Environmental, LLC., Granata wrote,

"On Friday January 6, 2017, as previously agreed between the Town of Fairfield Licensed Environmental Professional (LEP), Fairfield Conservation Officer, and GO; wipe samples were collected from a Komatsu WA 470 Wheel Loader; Komatsu WA Wheel Loader; Komatsu PC490 Excavator; Power Screen Maxtrak 1000 Cone Crusher; and Terex 24x44 jaw Crusher, using recommended EPA sampling protocol in order to determine if PCB contaminated materials have impacted earth moving equipment at the facility. Samples were analyzedThe results indicated that Low level PCB was detected on the hammer of the Power Screen Maxtrack 1000 Cone Crusher. The PCB concentration was 1.4 ug/cm2."

The above reported findings suggest that the Julian owned rock crusher listed above, processed PCB contaminated material while Julian operated it at the Construction Material Processing Facility, and subsequently produced contaminated earth materials, to be sold to the Town or the Public. The amount and location of any potentially contaminated materials that were removed from the site and used at various locations, as part of Town public works projects also remains unknown. The following 2016 Julian invoices show that reclaimed materials processed by Julian Development at the Construction Material Processing Facility were sold to the Town of Fairfield for use in the following Town and State Construction projects and repairs:

(This is page 22 of a 30 page Affidavit)

Date 7-31-19	Signed (Affiant) Sgt. [Signature]
Jurat Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) [Signature]
Reviewed (Prosecutorial Official) Jambalyn [Signature], S.A.S.A.	Date 7/31/2019
Reviewed (Judge / Judge Trial Referee)	Date 8/11/19

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Affidavit - Continued

-Julian invoices #6922, 6939, 6940, 6988, 7037, 7043, 6937, 9495 dated April of 2016 show that Julian sold and supplied 5245 tons of "Reclaimed process aggregate" material to the Town of Fairfield to be used on the "Penfield Paving Job."

-Julian invoices #9495, #9640, #9671, #9672, #9662 dated 8-12-16 to 8-22-16 show that Julian sold and supplied 1583 tons of "screened fill and reclaimed process" material to the State to be used in the construction of the Fire Training Facility in Fairfield.

-Julian invoices #9973, #10015, #10056, #10069, dated 9/2/16 to 9/8/16 show that Julian sold 164 tons of "reclaimed process" material to the Town of Fairfield, to be used on the Old Dam Road Tennis Facility Construction project.

-There were several other invoices that documented smaller quantities of reclaimed material purchased by the Town from Julian Development to be used on Fairfield streets, schools, and parks.

According to witness statements, demolition material was commonly accepted by Julian personnel at the Facility, and it is possible that the reclaimed material purchased from Julian Development and used in the above listed Town of Fairfield projects, may have contained lead, hazardous materials, PCB's or other harmful contaminants. Witnesses reported that Scott Bartlett made the statement, "I don't care what comes in ... as long as it goes out". Bartlett made that statement knowing that the potentially contaminated materials taken in by Julian Development would end up "going out" to be used in the Town of Fairfield as well as other communities.

10. Cover up of Actual Expenses Associated with the Remedial Work and Berm Construction, Completed by the Town

10A. In December, 2016, the Town DPW hired Robert Grabarek of Osprey Environmental Engineering to perform sampling of materials at the site. According to records of Osprey Environmental, the purpose of Robert Grabarek's visit to the site on December 14, 2016 was to assess the potential for pollution from contaminated material identified on site, and assess the degradation of storm water runoff. In a draft Memorandum from Robert Grabarek to Joseph Michelangelo and Scott Bartlett dated December 22, 2016, Grabarek reported a summary of sampling results and referenced that the exposed wastes had the

(This is page 23 of a 30 page Affidavit)

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Reviewed (Prosecutorial Official)	Date	Reviewed (Judge/Judge Trial Referee)	Date	
<i>[Signature]</i>	7/31/2019	<i>[Signature]</i>	8/1/19	

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Affidavit - Continued

potential to be carried into surrounding waterbodies. This draft memo referred to sample results containing PCB's, ETPH, and PNAs above the DEC, and two of the samples containing phthalates in elevated concentrations. Elevated concentrations of Arsenic were also mentioned. Robert Grabarek concludes this memo by advising, "Most of the materials may possibly be removed as CT Regulated Waste and not as an EPA Hazardous Waste. This will significantly reduce the cost of the disposal. Materials should be screened prior to transport to determine suitable disposal. The materials should not be used as fill for residential areas."

10B. In 2017, the Town began construction of a 40 foot tall berm along the perimeter of the site, bordering the marsh and the adjacent residential neighborhood. The DPW continued to employ Robert Grabarek of Osprey Environmental to perform this site work. Joseph Michelangelo, Director of DPW was in charge of this project. Both Michelangelo and Scott Bartlett were involved in the plan, design and/or completion of this berm - The berm was to be built using materials left by Julian. Michelangelo and Bartlett employed town DPW employees to perform much of the work.

10C In Spring, 2018, after this berm had been substantially completed, the Town filed the required Applications with the CT DEEP. These applications were signed by Michelangelo on behalf of the Town. These applications are stamped as received by CT DEEP on April 12, 2018. These applications were deemed incomplete by the relevant Divisions of CT DEEP and remain open and, to date, have not been approved.

10D. A draft letter dated January 10, 2019, from Osprey Environmental to Joseph Michelangelo references extensive chemical characterization conducted of the materials used in the construction of the berm. Included in the list of chemical pollutants found in these materials are, benzo(a)athracene, benzo(b)fluoranthene, benzo(a)pyrene and indeno(1,2,3cd)pyrene and ETPH. This letter also references concentrations of Arsenic above both the residential and industrial/commercial DEC criteria. This letter also referenced "minor concentrations of PCB's" present in the soil samples. A final letter was subsequently submitted to CT DEEP, dated January 31, 2019, and includes these references.

10E. In a recorded statement, DPW Secretary, Amy Grant, stated Joe Michelangelo publically estimated the cost to build the berm to be approximately \$60,000.00. In a Power Point presentation prepared by Michelangelo and Bartlett and presented at a "Public Works Yard Aggregate Pile - Public Meeting" on October 18, 2016, Michelangelo represented the budget amount for the planned Landscape

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Date 7-31-19	Signed (Affiant) <i>Sgt. [Signature]</i>
Jurat Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) <i>[Signature]</i>
Reviewed (Prosecutorial Official) <i>Lambert, SASA</i>	Date 7/31/2019
Reviewed (Judge / Judge Trial Referee) <i>[Signature]</i>	Date 7/1/19

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Affidavit - Continued

Berm and Landfill Closure Construction to be \$79,000.00, using operating budget and no special appropriation for the project. The total actually spent by the Town to date on the project is \$779,513.13.

10F. In June of 2018, a Town audit of the costs/expenditures from all expenses relating to environmental testing, remediation of the Construction Material Processing Facility and berm construction was being completed by Town Auditor Connie Saxl. DPW Secretary Colleen Roche had been assigned by Bartlett and Michelangelo to prepare a spreadsheet listing all berm construction/cleanup costs including labor and overtime. Roche determined the number of labor hours that each employee had worked on the Berm from time sheets recorded by their Foreman, George Kaczegowicz, and recorded them on her electronic excel spreadsheet. On May 31, 2018, she e-mailed the spreadsheet to Michelangelo and Bartlett.

10G On 6-1-18, Michelangelo sent the spreadsheet, attached to an e-mail to Auditor Saxl cc: Bartlett, Robert Mayer, stating "Please find the detail on the Public works labor. This just slightly higher than the number in my memo, and is until 5/23/18. Please note that the man-hours for Carlos Monteiro and Daniel Garlock are not the full work days. Although they worked on the pile on those days, they also performed other non-pile related public works functions, so the split was estimated. Joe"

10H On 6-11-18, the Town Audit was completed of the reported expenses submitted by Michelangelo and Bartlett, related to the Construction Material Processing Facility, including labor and overtime costs for each man who worked on the clean-up/Berm Project.

The audit findings were as follows:

Finding #1 - A spread sheet was given to Internal Audit by DPW detailing total hours per day associated with DPW employees working directly on the construction berm from April 19, 2018 through May 31, 2018. This spreadsheet was compared to Daily Project sheets, employee time cards and weekly paycheck history reports. 41 inaccuracies/errors were discovered on hours reported in the spreadsheet which was submitted to Internal Audit. The audit accounting of believed inaccuracies/errors was provided by Internal Auditor Saxl

Of the 41 inaccuracies/errors made on the labor and overtime spread sheet, 23 errors under-reported the number of regular and/or overtime hours worked on the berm by Dan Garlock, the DPW Yard Foreman. The audit showed that Garlock's labor hours were understated by 2 to 3 hours each day, for 23 of the 28 work days accounted for on the spreadsheet. These errors would have represented that the labor cost of the site cleanup and berm construction was less than the actual cost.

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Date 7-31-19	Signed (Affiant) <i>Sgt. [Signature]</i>
Jurat Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) <i>[Signature]</i>
Reviewed (Prosecutorial Official) <i>Jumbalyn ECC, SABA</i>	Date 7/31/2019
Reviewed (Judge / Judge Trial Referee)	Date <i>[Signature]</i>

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10I. In an interview with this Affiant, DPW secretary Coleen Roche stated Scott Bartlett directed her to complete the spread sheet accounting of site cleanup/berm construction labor costs. Roche stated Bartlett told her that Michelangelo was looking for the report right away and Bartlett told her to e-mail what she had. Roche stated she did not want to send out the report to Michelangelo and Bartlett in an editable form because she was afraid that Michelangelo would reduce the numbers. Bartlett specifically instructed her to send it out to him and Michelangelo in an editable form (not a PDF). Roche stated she had reason to think that her report numbers may be changed because Michelangelo has changed her e-mails in the past and she was afraid he would alter this spreadsheet. Roche stated Bartlett pressured her into sending the spreadsheet in an editable form, though she did not want to. Roche has provided this Affiant with her original spreadsheet. (Evidence Exhibit #26)

10J. The labor and overtime numbers reported by Roche for employees were correct and accurate according to the Town audit and according to daily time sheets completed by the foreman. Roche realized that her report had been altered when the Town auditor questioned why she had made what appeared to be 41 errors on the spread sheet accounting of overtime.

10K. On 7-18-18, this Affiant interviewed Dan Garlock. In an audio/video recorded statement, Garlock stated that on days that he was assigned to work on the berm, he worked his entire 8 hour work day on the berm, and did not performed other non-berm/pile related public works functions, as was stated by Michelangelo in his e-mail to Auditor Saxl and Town CFO Mayer.

Therefore, Joseph Michelangelo and Scott Bartlett conspired to commit Forgery in the Second Degree, when they knowingly altered the Town's financial report and also misrepresented the reduced numbers of reported labor hours actually worked to Auditor Saxl, in an attempt to minimize the represented cost to remediate the failed Construction Material Processing Facility.

11. **Fraudulent Bonds Submitted by Julian Development**

11A. Julian Development submitted a \$50,000.00 performance bond (#CT 2013-171) to the Town Purchasing Department dated May 17, 2013 which had been issued by the Newport Insurance Co., Inc., as was required by the Fairfield Construction Material Processing Facility bid/contract. This bond was required to be renewed and resubmitted to the Town, each year of the contract. The web site of Newport Insurance Company lists Leo Rush as the Administrator (owner) and lists the company address as: New Port Insurance Co. Inc., 1 Angle rue baron et Avenue Jean Paul, Turgeau, Haiti

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Date 7-31-19	Signed (Affiant) <i>Sgt. [Signature]</i>
Jurat Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) <i>[Signature]</i>
Reviewed (Prosecutorial Official) <i>Jambelyn Ell, SAsA</i>	Date 7/31/2019
Reviewed (Judge / Judge Trial Referee)	Date <i>[Signature]</i>

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11B. Investigation into Leo Rush revealed that Rush was a fraudulent bonding agent who ran several bogus, unlicensed bonding companies out of a mail drop in Danbury, CT. Julian Development had previously secured a fraudulent bond from Rush for a project in Plainfield, CT., and had been dismissed from the project in September 2013 as a result of submitting the fraudulent bond. A Connecticut Cease and Desist Order was issued against Great Northern Bonding, and was signed in acknowledgement, by the owner, Leo Rush, who did not, nor has he ever held any resident or nonresident insurance license issued by the Connecticut Insurance Department authorizing him to conduct insurance business in Connecticut. Then only 17 months after Julian Development was informed that Leo Rush and his Great Northern Bonding Company and Newport Insurance Companies were operating illegally, Julian Development obtained another Newport Insurance Company bond from Rush and in 2013, submitted it to the Town of Fairfield to fulfill the Construction Material Processing Facility bid bond requirement.

11C. In October of 2016, the Town internal audit of the Construction Material Processing Facility revealed that the performance bond submitted by Julian Development had expired, and Julian was required to submit a current valid performance bond. Julian Development submitted another Newport Insurance Company Performance Bond to the Town of Fairfield dated October 3, 2016 and signed by Leo Rush. At that time, Rush was, and still is, unlicensed to issue insurance in Connecticut. Cease and Desist Orders have been issued in Connecticut, Rhode Island, New Hampshire, Massachusetts, and Florida, all barring Rush's companies from issuing insurance.

11D. Connecticut General Statute 38a-702b "Producer License Required" states, -A person shall not sell, solicit or negotiate insurance in this state for any class or classes of insurance unless the person is licensed for that line of authority in accordance with sections 38a-702a to 38a-702r, inclusive. On 7-26-2019 the agents from the United States Federal Bureau of Investigation arrested Leo Rush, 77, of Pelham, New Hampshire, and charged him with five counts of mail fraud and five counts of wire fraud, related to his Newport Insurance Company and the sale of fraudulent performance bonds.

12. Financial Standing of Scott Bartlett as motive for his participation in years long acts of Misappropriation of Town Funds, Kickbacks, Forgeries.

12A. A check of the on-line Superior Court case look-up files revealed the following two law suits filed

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Reviewed (Prosecutorial Official)	<i>[Signature]</i> , SASA	Date	7/31/2019
Reviewed (Judge / Judge Trial Referee)	<i>[Signature]</i>	Date	8/1/19

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Affidavit - Continued

- against Scott and or Anna Maria Bartlett: - Docket # FBT-CV-14-6044858-S dated July 8, 2014 in which Scott R. Bartlett defaulted on a Capital One Bank credit card balance of \$16,950.52
- Docket #FBT-CV-14-6047582-S dated May 5, 2015 in which Ann M Bartlett defaulted on a Capital One credit card balance of \$32,100.43
- Docket #FBT-CV-17-6064293-S dated April, 21, 2017 in which Scott R. Bartlett and Anna Maria Bartlett defaulted on a Wilmington Trust/ Citibank home mortgage in the amount of \$260,000.00

12B A search of the computer files on the Town Computer assigned to and used by Scott Bartlett revealed copies of the following documents:- a Fairfield Tax Collector "Notice of intent to Lien" dated 5-17-15 for delinquent home taxes due for Bartlett's home at 296 Springer Road, in the amount of \$2,849.09.

- Copy of a Rushmore Loan Management Services mortgage statement dated June 11, 2015 addressed to Scott R. Bartlett and Anna-Maria Bartlett of 296 Springer Road, Fairfield, CT. The statement showed an outstanding mortgage balance on the property (Bartlett's home) in the amount of \$720,020.89. The statement showed that the regular payment amount is \$4572.71 and an overdue payment amount of \$116,604.68. The loan was 771 days delinquent dating to May 1, 2013 and the loan was in foreclosure.
- Copy of Scott R Bartlett's W-2 Wage and Tax Statement form showing his 2016 income from the Town Of Fairfield at \$132,591.19
- Copy of Ann Bartlett's W-2 Wage and Tax Statement form showing her 2016 income from Brooklawn Country Club at \$44,769.12
- Copy of Steven Bartlett's (Scott Bartlett's son) W-2 Wage and Tax Statement form showing his 2016 income from Julian Development at \$40,294.25.

12C. The above documents represent approximately \$1,031,919.00 in delinquent debt. Based on the above listed documents, it is apparent that Scott Bartlett was in extreme financial distress at the time of these documents, which are dated during the time that Julian Development Operated the Construction Material Processing Facility and provided other services to the Town.

12D. On 10-4-18, this Affiant left a phone message for Scott Bartlett to request that he come to the Fairfield Police Department and answer questions regarding this investigation and to afford him the opportunity to provide any possible exculpatory evidence regarding the above allegations. On 10-23-18 this Affiant received a letter from the office of Attorneys Paoletti & Guzman. In the letter, Attorney Frederick Paoletti requested that I have no further contact with his client, Scott Bartlett and requested that

(This is page 28 of a 30 page Affidavit)

Date 7-31-19	Signed (Affiant) <i>[Signature]</i>	
Jurat Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) <i>[Signature]</i>	
Reviewed (Prosecutorial Official) <i>[Signature]</i> S.A.S.A.	Date 7/31/2019	Reviewed (Judge / Judge Trial Referee) <i>[Signature]</i> Date <i>[Signature]</i>

ARREST WARRANT APPLICATION

JD-CR-64a Rev. 3-11
 C.G.S. § 54-2a
 Pr. Bk. Sec. 36-1, 36-2, 36-3
 CFS #: 1700025059

**STATE OF CONNECTICUT
 SUPERIOR COURT**

www.jud.ct.gov

Fairfield Police Department

Name (Last, First, Middle Initial) Michelangelo, Joseph	Residence (Town) of accused Fairfield	Court to be held at (Town) Bridgeport	Geographical Area number 2
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Affidavit - Continued

his office be contacted in the event that an arrest warrant is issued for Bartlett, so that arrangements could be made for his surrender.

13. An on-line search for Julian Development, LLC. on the Connecticut Secretary of State web site lists Andrew C. Julian of 69 Turkey Roost Road, Monroe, CT., and Jason B. Julian of 69 Turkey Roost Road, Monroe, CT., as Principal Members of the company (Business ID #0645099) with a business address listing of 418 Meadow Street, Suite 203, Fairfield, CT.

An on-line search for Julian Enterprises, Inc. on the Connecticut Secretary of State web site lists Andrew C. Julian of 69 Turkey Roost Road, Monroe, CT. as President, and Jason B. Julian of 69 Turkey Roost Road, Monroe, CT., as Vice-President of the company (Business ID #0302822) with a business address listing of 418 Meadow Street, Suite 203, Fairfield, CT.

14. In summary of the above, and after nearly two years of investigation of this activity, this Affiant respectfully submits that the evidence contained herein reveals an ongoing pattern of criminal activity that includes a conspiracy between Town officials and Julian Development to illegally operate part of the Town DPW property as a dumping ground for unauthorized, contaminated and hazardous materials, for the benefit of Julian, to the detriment of the Town and neighboring residents. This scheme also allowed the fraudulent billing for the benefit of Julian, to the detriment of the Town.

WHEREFORE, on diverse dates from August, 2014 to December, 2016, Joseph Michelangelo (d.o.b. 10/6/71) knowingly dumped, or caused to be dumped, unauthorized materials, on property owned by the Town of Fairfield, in violation of Conn. Gen. Stats. Secs. 53a-8/22a-250(d), 22a-226a

WHEREFORE, on diverse dates from August, 2014 to December, 2016, Joseph Michelangelo (d.o.b. 10/6/71) knowingly received, disposed of, processed or transported solid waste at a facility in Fairfield that is not permitted pursuant to CGS 22a-208a, in violation of Conn. Gen. Stats. Secs. 53a-8/22a-208c, 22a-226a

WHEREFORE, on diverse dates from August, 2014 to December, 2016, Joseph Michelangelo (d.o.b. 10/6/71) knowingly discharged materials into the waters of Connecticut without a permit, including surface or subsurface waters in Fairfield, in violation of Conn. Gen. Stats. Secs. 53a-8/22a-430, 22a-438c

WHEREFORE, on or about June 1, 2018, Joseph Michelangelo (d.o.b. 10/6/71) with intent to deceive or

(This is page 29 of a 30 page Affidavit)

Date	7-31-19	Signed (Affiant)	Sgt. [Signature]	
Jurat	Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) [Signature]		
Reviewed (Prosecutorial Official)	Date	Reviewed (Judge / Judge-Trial Referee)	Date	
Jamblynn ELL, S.A.S.A.	7/31/2019	[Signature]	7/1/19	

ARREST WARRANT APPLICATION

JD-CR-64a Rev. 3-11
 C.G.S § 54-2a
 Pr. Bk. Sec. 36-1, 36-2, 36-3
 CFS #: 1700025059

**STATE OF CONNECTICUT
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Fairfield Police Department

Name (Last, First, Middle Initial) Michelangelo, Joseph	Residence (Town) of accused Fairfield	Court to be held at (Town) Bridgeport	Geographical Area number 2
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Affidavit - Continued

defraud another, falsely made, completed or altered a written instrument, including a Town of Fairfield financial report, Forgery 2nd Degree, in violation of Conn. Gen. Stat. 53a-139.

WHEREFORE, on diverse dates from May, 2013 to present, Joseph Michelangelo (d.o.b. 10/6/71) with intent that conduct constituting a crime be performed, conspired with one or more persons to engage in or cause the performance of such crime(s), including but not limited to the crimes of: Illegal Dumping; and Forgery, in violation of Conn. Gen. Stats. Secs. 53a-48/22a-226a and 53a-48/53a-139.

This affiant has probable cause to believe that Joseph Michelangelo (d.o.b. 10/6/71) of 196 Figlar Avenue, Fairfield, CT., did commit the above listed offenses, and respectfully request that an arrest warrant be issued.

(This is page 30 of a 30 page Affidavit)

Date 7-31-19	Signed (Affiant) Sgt. Paul Di...		
Jurat	Subscribed and sworn before me on (Date) 7/31/2019	Signed (Judge/Clerk, Commissioner of Superior Court, Notary Public) [Signature]	
Reviewed (Prosecutorial Official) Tambalyn [Signature], SAsA	Date 7/31/2019	Reviewed (Judge / Judge Trial Referee) [Signature]	Date 8/1/19