

Subject: Fwd: Town of Fairfield's Issue with Julian Development LLC
From: "Mike Tetreau" <mike@tetreau.com>
Sent: 5/19/2017 4:46:40 PM
To: "Joe Michelangelo" <jmichelangelo@town.fairfield.ct.us>; "Carey, Brian" <BCarey@fairfieldct.org>;

Fyi

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Dru Georgiadis <dru.georgiadis@gmail.com>
Date: 5/19/17 10:35 AM (GMT-05:00)
To: Mike Tetreau <mike@tetreau.com>
Subject: Re: Town of Fairfield's Issue with Julian Development LLC

I have to say, the PO Box, the Gmail address and the many, many typos make me wonder about the validity of this but..... FYI

On May 19, 2017, at 10:30 AM, Dru Georgiadis <dru.georgiadis@gmail.com> wrote:

Have you seen this? Dru

Begin forwarded message:

From: <estatemangers@gmail.com>
Subject: Town of Fairfield's Issue with Julian Development LLC
Date: May 19, 2017 at 9:49:01 AM EDT
To: "rtm@fairfieldct.org" <rtm@fairfieldct.org>
Cc: "Riversideindustrialpark@gmail.com" <Riversideindustrialpark@gmail.com>, Jean-Paul Gauvin <estatemangers@gmail.com>, John Gauvin <hydroman.john6@gmail.com>
Resent-From: <RTMD9@fairfieldct.org>

To all,

After reviewing yesterdays news article that was posted in the Fairfield Citizen News I feel compelled as a victim of Julian Development's fraudulent bonding scam over in Plainfield, CT. to bring to your attention my completed investigation that up to this point has assisted various groups that all represent.

Here are the Facts regarding what has developed over time with the Fairfield Project:

1. The Julian's gave the Town of Fairfield a total of four (4) fraudulent bonds to date that I know of. Two fraudulent bonds for RFP Bid # 2013-73. One for RFP Bid # 2013-83 *which they were not awarded* and one for RFP Bid#2013-46 **which they were awarded.**
2. Julian's never provided the Town as required in Bid# 2013-73 the annual renewal of bonds for 2014 or 2015. They provided the fraudulent bond for at the end of the contract and about 5 months late.
3. Julian's were required by contract to attain all necessary State and Federal permits before work could begin. That never happened. The CTDEEP Erosion and Sedimentation Control Plan was not submitted for several years after they began excavation. About the time the Julian's started to run into hot water with the Town of Fairfield.
4. Julian's never filed for the required Federal MSHA Permit which resulted in the Julian's being cited by MSHA for not filing as well as several safety related violations.
5. The Julian's filed false and misleading information when they filed out the Bid application 2013-73 they stated:

(7.) **Listed under Format of Proposal.** That the Company was not engaged in recent peer reviews. The fact was the Julian's were under heavy scrutiny since February 2012 for giving the Town of Plainfield with a fraudulent \$240,000 erosion and restoration bond.

(5.) **Listed under Required Information.** Bidder / company or its employees / officers has been named as a defendant in any litigation brought as a result of any contract operations for operations / maintenance. The fact is the Julian's were named in a lawsuit listed under J.E. Roberts vs. Signature Properties as well as litigation was starting for the Julian's giving out fraudulent bonds at the Plainfield, CT project. Julian's lost that suit and lost \$ 8 million dollars.

(7). Although the Julian's were not under Federal investigation when they were awarded the Bid #2013-73 by September of 2013 the FBI had assigned a Special Agent to investigate the ties between the Julian's and the Town of Plainfield's First Selectman and other Town officials in part because they issued fraudulent bonds. That investigation is still considered ongoing. I am direct contact with this Special Agent.

(2.) Listed under Required Standards For Qualifications. The Julian's stated that they owned and operated the quarry located in Moosup, Ct . That is totally a lie. I have owned this site since 2007 and I have no partners other then my wife Rose.

Julian's also gave the misleading comment that they utilize water trucks to minimalize and contain dust control. Go to YouTube and under subject type in Brunswick Mills to see about 18 separate video's I shot of my site that has massive storm water and dust control issues.

Julian's state that they comply with State / Town laws: Attached is a copy of Julian Developments MSHA Permit number. Problem here is the completed application and never provided the MSHA Permit number for this specific project which is Federal. The Julian's provided an unsigned annual Training Permit issued by MSHA **not** a Site specific Permit as required.

The Facts will prove that the Julian's were in fact cited by the CTDEEP for not taking out the required Storm Water Permits as required before work could begin over in Fairfield. The storm water application was completed by Osprey Engineering (who was also working at the same time for the Town of Fairfield (Conflict of Interest) in May of 2015. 3 years after the fact.

If your wondering how or why there is demolition material that was trucked into the Towns yard simply review that the Julian's provided in their completed application that they are Class A Demolition Licensed as well as the fact that they belong to the National Assoc. of Demolition Contractors.

A whole page was provided by the Julian's listed " Contaminated Soils". It shows that they are involved in this line of work and that is how they charges others to dump the contaminated soils on Fairfield's land.

Other things worth reviewing:

1. The Julian's currently lease office space to the Fairfield BOE at the Julian's Headquarters in Fairfield for the annual sum of \$85,000.00
2. Julian's had several snow plowing contracts with the Town of Fairfield and should probably be banned from bidding on any Town projects into the future.

It is my option that the Town of Fairfield should amend their lawsuit to include both Jason Julian and Andrew Julian.

It is also my opinion that you need to pull up copies of the paychecks of all known employees to see who they work for.

Julian Development or Julian Enterprises. I have found on my project that most of the employees used were

Undocumented which always worried me that the employees were not properly covered by insurance to protect them.

Most of all the excavation equipment is labeled " Julian Enterprises" The Trucks list at least 4 different Julian Companies. I think the amended complaint should include all of these other companies which I have a list of.

I may have forgotten a few of the items I passed on to the abutters but for the most part this letter states most.

My issues against the Julian's are worst then what you in Fairfield are dealing with. "Google up" Leo M. Rush or Great

Northern Bonding to see several articles that were written by two investigative reporters in 2013. Not pretty.

- The Fact that your Town officials performed no due diligence on the 4 bonds the Julian's gave your Town is scary.
- The Town of Darien, CT. has recently lost a lawsuit (January 2017) because those Town officials also did not performed the required due diligence on Town owned projects. In that case the Town of Darien accepted a fraudulent bond from a Contractor who won the lowest bid. The Contractor hired various subcontractors to perform various projects. The Contractor got paid and stiffed the Sub's and went bankrupt leaving the taxpayers to foot the bill to having to pay the Sub's. Odd part I could not find one news article that stated what happened in Darien. I suspect the Town was embarrassed and made the required payments to the Sub's and covered it up to look like a cost over run. Fairfield residence are all over this issue, no one's pulling a fast one on these taxpayers.
- That the Julian's were paid by others (maybe not with their clients knowledge) to get arid of their contaminated soils and the Julian's got caught using Julian trucks for importing the 100 truck loads (2,200 cubic yards) onto the Town of Fairfield's site. The Julian's made money off of the Town of Fairfield instead of doing what they were hired to do. I am very upset that the news articles are playing down the amount of contaminated soils. 100 truck loads is no small amount.
- The Town of Fairfield may try to have their insurance carrier (Chubb's) eat this bill if the Julian's fail to pay. It is my opinion that the Insurance company has more then enough reason not to pay because the Town employees failed to follow the required due diligence. I know all this because your Town lawyers contacted my lawyers for assistance.

I would be more then happy to testify and provide my information that proves without a question that the Julian's have

acted in bad faith and fraud. This entire issue needs to be addressed on the State and Federal level as to prevent this

from happening again. And yes It is my opinion that the Julian's should be charged criminally.

Respectfully,

John P. Gauvin
Managing Member

Old Village Mill LLC
Glen Falls Hydro LLC
P.O. Box 1603
North Kingstown, RI 02852
(401) 330-8110



Virus-free. www.avast.com

Dru Georgiadis
RTM District 9
dru.georgiadis@gmail.com
203-455-7271

Dru Georgiadis
RTM District 9
dru.georgiadis@gmail.com
203-455-7271