



OFFICE OF THE CONTRACTOR GENERAL OF JAMAICA

Special Report of Investigation

Conducted into Allegations of Acts of Impropropriety, Irregularity and Corruption at the Office of the Member of Parliament, South East, St. Ann and in the Award of Certain Government of Jamaica Contracts by the St. Ann Municipal Corporation

Ministry of Local Government and Community Development

St. Ann Municipal Corporation

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INTRODUCTION

On June 3, 2015, the Office of the Contractor General (OCG), acting on behalf of the Contractor General, and pursuant to the provisions which are contained in Sections 15(1) and 16 of the Contractor General Act, initiated an Investigation into allegations of acts of impropriety, irregularity and corruption at the Office of the Member of Parliament, South East, St. Ann and in the award of certain government contracts by the St. Ann Parish Council, hereinafter referred to as the St. Ann Municipal Corporation.

Section 15 (1) of the Act provides that:

“...a Contractor-General may, if he considers it necessary or desirable, conduct an investigation into any or all of the following matters-

- (a) the registration of contractors;*
- (b) tender procedures relating to contracts awarded by public bodies;*
- (c) the award of any government contract;*
- (d) the implementation of the terms of any government contract;*



- (e) *the circumstances of the grant, issue, use, suspension or revocation of any prescribed license;*
- (f) *the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licences.”*

Section 16 of the Contractor General Act expressly provides that “*An investigation pursuant to section 15 may be undertaken by a Contractor-General on his own initiative or as a result of representations made to him, if in his opinion such investigation is warranted.*”

The OCG’s decision to commence a formal Investigation into the subject matter followed upon the Office’s receipt of a letter of complaint on May 26, 2015. The referenced letter, which was addressed to the Contractor General, is being treated as anonymous to protect the identity of the complainant(s). The letter bore the subject “...**Corruption at the PNP’s South East St. Ann Constituency Office**” and stated, *inter alia*, the following allegations:

“The [Complainant] has been alerted to allegations of rampant corruption at the People’s National Party’s constituency office in Moneague, South East St. Ann.

The allegations have been made by ...persons connected to the party...

Among other allegations, [the Complainant] ...has said that [he/she] has repeatedly advised the incumbent Member of Parliament, Lisa Hanna, that some of her political workers who are based in her constituency office were involved in ... a “racket to rob poor people of the proceeds of publicly funded works projects.”



[The Complainant] further alleged that despite Miss Hanna being advised of the questionable activities and made aware that a member of the PNP's constituency office is on tape stating that she (Miss Hanna) is to receive kickbacks from Government contracts, no action has been taken by the MP.

[The Complainant] has also said that members of the constituency office have fraudulently enriched themselves from Government contracts, despite approximately 50-percent of the work not being done.

Additionally... [it has been] alleged that one "Ann" who works in the said office, is directly implicated in the racket. [The Complainant] has also accused the MP of deliberately failing to act on the knowledge that "Ann" and others in her constituency organization are running this racket to "rob the poor".

Allegations has also been made that one Ezekiel Russell who is said to have been employed to the Youth and Culture Ministry has fraudulently obtained money by offering to provide Government of Jamaica, GOJ, farm work tickets to residents of St. Ann.

Attached for your attention is a copy of audio recordings which may be of interest to your office whose stated mandate involves monitoring and investigating the award and implementation of government of Jamaica contracts.

...



Also attached for your attention is a letter purportedly sent by Councillor for the Bensonton Division in South East St. Ann, Lydia Richards, in which she's alleged that Mr. Russell has declared that action cannot be taken against him because information is in his custody which has the potential to 'bring down' the referenced constituency office."¹ (OCG Emphasis)

A review of an Audio Visual Recording which was dated May, 15, 2015 and which recorded a taped interview, provided by the anonymous source, revealed the following additional allegations in respect of the subject matter:

1. That for the last four (4) years Mr. Denzil McDonald has been talking to Ms. Hanna about acts of criminality at her constituency office involving persons working at the office.
2. That Ms. Hanna requested evidence of the criminal activities and Mr. Denzil McDonald brought to her attention Councillor Lloyd Garrick's sister, whose name was on a list for a 'Bushing Work Programme'. She was, however, unaware that her name was on a list as she did not ask to be provided with any work. It was alleged that the Councillor for the area told Mr. Garrick's sister to visit the constituency office and informed them that her name was on a list for work. She was, however, advised not to ask whether her name was on a list but to inform them that her name was on the list.
3. That persons in the constituency have complained to the MP in, Mr. Denzil McDonald's presence, that they would go to the constituency office and set down their names and "...that is all there is".

Mr. Denzil McDonald explained that there is a database that is formed from these persons' names and when projects and money come into the constituency, they have a few persons that they use to collect the money, and share the money, most times without the work being done. It was alleged that often this is done with only 50% of the work being completed.

¹ Letter dated May 26, 2015, which was sent to the OCG and which made allegations concerning corruption involving the Office of the Member of Parliament, South East, St. Ann.



4. That work was issued in the Monaegue Division for drain cleaning works and that funds were provided by the NWA. The programme was spearheaded through the MP's Office, and after persons were paid, Mr. Lloyd Garrick, the Councillor for the Division, intercepted the balance of the funds subsequent to a meeting with the NWA and made a recommendation to use the balance of the funds to clean addition drains. This recommendation was approved by the NWA. It was alleged that, from the inception, the funds agreed on for the project was over stated and so when the money was paid out for the works there was a surplus. It was stated that this emanated from the MP's Constituency Office and had Mr. Garrick not become involved or had knowledge of this and caused the interception of these remaining funds "...*anything could have happened*". Mr. Denzil McDonald alleged that he brought this occurrence to the MP's attention.
5. Mr. Denzil McDonald alleged that a similar occurrence took place in Councillor Lydia Richards' Division, the Bensonton Division. It was stated that work was issued by the Constituency Office in that division, and that Councillor Richards was paying those persons for work done as is the pattern. After the persons were paid, funds were "*left back*". A gentleman employed to the Ministry of Youth and Culture, as well as the Constituency Office went to Councillor Richards and informed that the MP "*said he is to get the remaining funds*". The Councillor informed the gentleman that she would not be giving him the money because he didn't do any work... she thereafter told him to "*...tell the MP to call her and she will give him the money from her own resources.*" The MP did not call. Councillor Richards was, thereafter, not given the opportunity to allocate any other work or make any other payments for work done. Both the gentleman and a lady at the Constituency Office then took over that programme and started giving out work and paying out money.
6. That Mr. Blyden Brown received a call from someone at the Constituency Office who informed him to go to the Parish Council to sign a contract. After signing the contract he was, thereafter, informed that the cheque was ready, he collected the cheque, changed the cheque at Scotia Bank and gave it to the person at the constituency office. The cheque was in the amount of approximately \$280,000.00. The money was given to the Constituency Office personnel at a Barbershop in the area. He was then informed by the Constituency Officer that the money belonged to one 'Lloyd'.



That when Mr. Lloyd Garrick became aware of the aforementioned incident he assumed the above referenced “Lloyd” referred to him. He, however, disclosed that he knew nothing about the money or the matter. Mr. Garrick stated that upon his investigation, the money came from Ministry of Local Government for MPs late in 2013, for the Christmas period. He stated that he was of the belief that these were the funds that the Complainant went to collect.

7. That the contract Mr. Blyden Brown had signed at the Parish Council related to Christmas work. He stated that he didn’t get any of the money from the cheque.
8. Mr. Denzil McDonald alleged that on June 2013 he was at a function at the Moneague Teacher’s College and a conversation regarding “*the criminal activities at the Constituency Office*” was being discussed. The Complainant stated that he got some work from the Office and the money was penciled out and \$110,000.00 was to be ‘left back’, and three (3) persons were to benefit from this remaining sum of money, including the MP.

Other allegations were made concerning the issuance of farm work tickets and the alleged fraudulent receipt of money in this regard, as well as cases of sexual abuse, for which the OCG has no jurisdiction.

The aforementioned allegations and inferences, amongst others, raised several and grave concerns for the OCG, especially in light of the references to acts of fraud and corruption, which was alleged to have been committed against the GoJ as it regards contract administration, the performance of government contracts and the implications which may arise in respect of the principles which are enshrined in Section 4 (1) of the Contractor General Act.

Section 4 (1) of the Act requires, *inter alia*, that GOJ contracts should be awarded “...*impartially and on merit*” and that the circumstances of award should “...*not involve impropriety or irregularity*”.

The OCG’s Investigation primarily sought to determine, *inter alia*, (a) the contract award process(es) that are employed by the St. Ann Municipal Corporation in relation to the award of contracts for which CDF funds are utilized, (b) the involvement, if any, of the Office of the Member of Parliament, South East St. Ann in the



award, implementation and execution of government contracts, and (c) the veracity of the allegations of corruption and impropriety involving the Office of the Member of Parliament, on the part of Ms. Lisa Hanna, Member of Parliament, South East, St. Ann, Ms. Andrea Smith, former Constituency Development Fund (CDF) Officer, and Mr. Ezekiel Russell, former Constituency Secretary, and/or any other person(s) affiliated or associated with the Office of the Member of Parliament, South East, St. Ann and as it regards the award of government contracts.

The foregoing objectives formed the basis of the OCG's Terms of Reference for its Investigation and were primarily developed in accordance with the provisions which are contained in Section 4 (1) and Section 15 (1) (a) to (d) of the Contractor General Act.

The OCG was also guided by the expressed provisions which are contained in Section 21 of the Contractor General Act. Section 21 specifically mandates that a Contractor General shall consider whether he has found, in the course of his Investigation, or upon the conclusion thereof, evidence of a breach of duty, misconduct or criminal offence on the part of an officer or member of a Public Body and, if so, to refer same to the competent authority to take such disciplinary actions or other proceedings as may be appropriate against that officer or member.

At the commencement of its Investigation on June 3, 2015, the OCG, by way of a letter of even date, wrote to Ms. Lisa Hanna, Member of Parliament, South East, St. Ann, to inform of the OCG's decision to launch an Investigation into the subject matter. Similarly, the OCG by way of a letter which was dated June 4, 2015, wrote to Mr. Alfred Graham, former Secretary Manager, St. Ann Parish Council, advising of the initiation of the OCG's Investigation.

The Findings of the OCG's Investigation into the circumstances surrounding the aforementioned matters are premised primarily upon an analysis of the statements and the documentary evidence which were provided by the respondents, who were requisitioned and/or summoned by the OCG, during the course of the Investigation.



TERMS OF REFERENCE

Objectives

The objectives of the OCG's Investigation into allegations concerning acts of impropriety, irregularity and corruption involving the Office of the Member of Parliament, South East, St. Ann and in the award of certain government contracts by the St. Ann Municipal Corporation, are to determine, *inter alia*, the following:

1. The contract award process (es) that are employed by the St. Ann Municipal Corporation in relation to the award of contracts for which Constituency Development Fund (CDF) funds are utilized.
2. The extent of the relationship, if any, between the St. Ann Municipal Corporation and the Constituency offices within the parish of St. Ann, as it regards the award, implementation and/or execution of CDF projects and/or contracts.
3. The involvement, if any, of the Office of the Member of Parliament, South East, St. Ann in the award, implementation and execution of government contracts.
4. The role(s) and responsibility(ies) of the officers within the St. Ann Municipal Corporation who are involved, directly or indirectly, in the contract award and implementation processes.
5. The veracity of the allegations of corruption and impropriety involving the Office of the Member of Parliament, South East, St. Ann, on the part of Ms. Lisa Hanna, Member of Parliament, South East St. Ann, Ms. Andrea Smith, former CDF Consultant, and Mr. Ezekiel Russell, former Constituency Secretary, and/or any other person(s) affiliated or associated with the stated Office and as it regards the award of government contracts.
6. The extent of the involvement, if any, of Ms. Lisa Hanna, Member of Parliament, South East St. Ann, and/or any other person(s), in any irregularity, impropriety and corruption in relation to the award of government contracts which are funded by the CDF.



7. The manner in which Ms. Lisa Hanna, Member of Parliament, South East, St. Ann handled any reports of impropriety, irregularity and corruption relating to the use of CDF funds and the award of government contract.
8. The veracity of the allegations concerning the paving of the Prickly Pole Primary and Infant School utilizing funds disbursed by the CDF.
9. Whether the actions of any officer or person employed to the St. Ann Municipal Corporation or the Office of the Member of Parliament, South East, St. Ann amounts to a breach of the GoJ Procurement Guidelines, Corruption Prevention Act, the Parish Council Act, the Law Reform (Fraudulent Transactions) (Special Provisions) Act and/or any other applicable pieces of legislation.



JURISDICTION

Detailed below is the legal basis upon which the Contractor General has enquired into allegations concerning acts of impropriety, irregularity and corruption involving the Office of the Member of Parliament, South East, St. Ann and in the award of certain government contracts by the St. Ann Municipal Corporation.

The OCG's decision to undertake an Investigation into this matter is predicated upon the alleged impropriety and irregularities as it regards the contract administration and implementation of certain government contracts funded by, *inter alia*, the Constituency Development Fund, as well as the allegations of corruption against persons affiliated with the Office of the Member of Parliament, South East, St. Ann.

It is instructive to note that Section 2 of the Act provides as follows:

"government contract" includes any licence, permit or other concession or authority issued by a public body or agreement entered into by a public body for the carrying out of building or other works or for the supply of any goods or services;

"prescribed licence" means any licence, certificate, quota, permit or warrant issued or granted pursuant to any enactment by a public body or an officer thereof;

"public body" means -

- (a) a Ministry, department or agency of government;
- (b) a statutory body or authority;
- (c) any company registered under the Companies Act, being a company in which the Government or an agency of Government, whether by the holding of shares or by other financial input, is in a position to influence the policy of the company.

Based upon the definition of a Public Body, noted above, it is held that the St. Ann Municipal Corporation is, in fact, Public Body as defined by the Act.



Further, the Revised Constituency Development Fund (CDF) Operational Procedure, January 17, 2011, stipulates that the implementing agency shall “**...undertake procurement in accordance with the procedures and guidelines outlined in the GOJ Procurement Handbook for the purchases of goods, services and works undertaken by the Fund.**” OCG Emphasis



METHODOLOGY

The OCG utilised the following methodology in the conduct of its Investigation into the subject matter:

Hearings

Hearings pursuant to Section 18 (2) of the Contractor General Act were convened by the Contractor General during the period July 15, 2015 to June 2, 2017. Section 18 (2) of the referenced Act provides that:

“...a Contractor-General may summon before him and examine on oath –

(a) any person who has made representations to him;

or

(b) any officer, member or employee of a public body or any other person who, in the opinion of the Contractor-General, is able to furnish information relating to the investigation, and such examination shall be deemed to be a judicial proceeding within the meaning of section 4 of the Perjury Act.”

The following persons were summoned to appear before the Contractor General pursuant to the aforementioned section of the Contractor General Act:

1. Ms. Lisa Hanna, Member of Parliament, South East St. Ann;
2. Mrs. Claudiah Carter, Chief Executive Officer, St. Ann Municipal Corporation;
3. Mr. Alfred Graham, former Secretary Manager, St. Ann Municipal Corporation;
4. Mr. Alwyn Brown, Assistant Superintendent Roads and Works Department, St. Ann Municipal Corporation;
5. Ms. Janet Henry, Works Overseer, St. Ann Municipal Corporation;
6. Mr. Ezekiel Russell, former Constituency Secretary, Office of the Member of Parliament, South East, St. Ann, and former Special Assistant, Ministry, Youth and Culture;
7. Ms. Andrea Smith, former CDF Consultant, Office of the Member of Parliament, South East, St. Ann;



8. Ms. Lois Steer, Office of the Member of Parliament, South East, St. Ann;
9. Mr. Kadeon Grant, Contractor;
10. Mr. Lincoln Dennis, Contractor;
11. Ms. Bethan Gayle, Contractor;
12. Ms. Nicolette Keene, Secretary, Office of the Member of Parliament, South East, St. Ann;
13. Ms. Lydia Richards, Councillor, Bensonton Division, St. Ann;
14. Mr. Vernon Williams, Office Manager, Office of the Member of Parliament, South East, St. Ann and Contractor;
15. Ms. Ivy Robinson, Contractor;
16. Ms. Babbeth Hanniford, Contractor;
17. Mrs. Joan McDonald, Vice Chairman, Constituency Executive, South East, St. Ann and Contractor;
18. Mr. Richard Lake, Executive Member, South East St. Ann Constituency;
19. Mr. Wayne Simpson, Constituency Executive Committee Member, South East St. Ann, Contractor;
20. Mr. Blyden Brown, Contractor;
21. Mr. Lloyd Garrick , Councillor, Moneague Division, St. Ann;
22. Ms. Donnette Hamilton, Contractor;
23. Ms. Vivienne Chung, Sub-Contractor;
24. Ms. Pauline White, Sub-Contractor;
25. Mrs. Judith White- Brown, Principal, Prickly Pole Primary and Infant School;
26. Mr. Neville Hall, Vice Chairman, Prickly Pole Primary and Infant School;
27. Mrs. Vinette Robb-Odman, Chairman of the Prickly Pole Primary and Infant School;
28. Mr. Reginald Christie, Contractor;
29. Mr. Oswald Jarrett, Contractor;
30. Ms. Sandra Garrick, Contractor;
31. Ms. Paulette Grant, Contractor;
32. Ms. Rosemarie Dawkins, Sub-Contractor;
33. Ms. Beverly Sinclair, Contractor;
34. Ms. Lydia Morris, Constituency Executive Member, South East, St. Ann and Contractor;
35. Mrs. Audrey Garrick-Thompson;
36. Ms. Nicola Gayle, Internal Auditor, St. Ann Municipal Corporation;



37. Ms. Angella Jarrett, Contractor;
38. Mr. Douglas Anderson, Contractor;
39. Mr. Devon Gayle;
40. Ms. Althea Hall, former Superintendent, Roads and Works Department, St. Ann Municipal Corporation;
41. Mr. Denzil McDonald;
42. Mr. Roderick Riley, Contractor; and
43. Mr. Winston Riley, Contractor.

Witness Statements

Witness Statements were collected from the following persons on the stated dates:

1. Mr. Blyden Brown – June 4, 2015;
2. Mr. Denzil McDonald- June 4, 2015;
3. Ms. Lydia Richards- June 12, 2015;
4. Ms. Donnette Hamilton – November 3, 2015; and
5. Mrs. Joan McDonald- November 12, 2015.

Requisitions

Requisitions were also issued to the following persons:

1. Mr. Andrew Wynter, Chief Executive Officer, Passport Immigration and Citizenship Agency (PICA);
2. Ms. Andrea Smith, former CDF Consultant, Office of the Member of Parliament, South East St. Ann;
3. Ms. Lisa Hanna, Member of Parliament, South East St. Ann;
4. Mrs. Claudiah Carter, Chief Executive Officer, St. Ann Municipal Corporation;
5. Mr. Alfred Graham- former Secretary Manager, St. Ann Parish Council;
6. Mr. Alwyn Brown, Assistant Superintendent Roads and Works Department;
7. Ms. Janet Henry, Works Overseer, St. Ann Municipal Corporation;
8. Mr. Clyde Harrison, Executive Director, Tourism Enhancement Fund;



9. Col. Daniel Pryce, former Executive Director, National Solid Waste Management Authority (NSWMA);
and
10. Mr. E.G. Hunter, Chief Executive Officer, National Works Agency.

OCG UNANNOUNCED VISITS

The OCG, on June 4, 2015, took the decision, in the exercise of its discretionary powers under the Contractor General Act, to conduct simultaneous visits to the St. Ann Municipal Corporation and the Office of the Member of Parliament, South East, St. Ann, and as deemed appropriate, secured documents and records, to inform its Investigation. The files which were sequestered by the OCG during the operations included recommendations made for the award of contracts, invoices, contract documents, payment vouchers, approvals, and documented internal procurement procedures.



FINDINGS OF FACT

Based upon a comprehensive review of, *inter alia*, the written and oral statements and enclosed documentary evidence which were provided to the OCG by certain Public Officials/Officers in the St. Ann Municipal Corporation, as well as other persons, the OCG is detailing, hereunder, a list of certain key Findings of Fact:

1. Subsequent to the passing of the Local Governance Act 2016, all Parish Councils in Jamaica were renamed to Municipal Corporations. The referenced legislation also had the effect that Secretary Managers or Town Clerks were renamed Chief Executive Officers.
2. The Constituency Development Fund (CDF) is a fund established to provide Members of Parliament with financial resources to execute approved social and economic programmes within their constituencies.
3. The responsibility for the management and disbursement of the CDF resides with the Office of the Prime Minister (OPM). The OPM is also responsible for ensuring transparency, probity and accountability of the Fund.
4. The responsibility for the implementation of CDF programmes/ projects and/or contracts resides with approved Government of Jamaica Ministries, Departments and Agencies. In the instant matter, the Implementing Agencies which held responsibility for the contracts and which formed the subject of the OCG's Investigation are the St. Ann Municipal Corporation and the National Solid Waste Management Authority (NSWMA).
5. The implementing Ministry, Department and/or Agency is required, pursuant to the Revised Constituency Development Fund Operational Procedures, to ensure that the Procurement Policy, Guidelines, the FAA Act, Regulations and Instructions are strictly adhered to, in the implementation of contracts under the Fund.
6. For the period January 2012 to present, the St. Ann Municipal Corporation received funds and implemented projects on behalf of the Member of Parliament for the South East St. Ann Constituency.



7. Ms. Lisa Hanna has been Member of Parliament for the constituency of South East, St. Ann since being elected in 2007.
8. The South East St. Ann Constituency consists of four(4) electoral divisions, and are represented in the local Government by elected Councillors namely:
 - i. The Bensonton Division – represented by Councillor Lydia Richards;
 - ii. The Claremont Division- represented by Councillor Lambert Weir;
 - iii. The Beecher Town Division – represented by Councillor Ian Bell; and
 - iv. The Moneague Division- represented by Councillor Lloyd Garrick.
9. Subsequent to the release of funds to the St. Ann Municipal Corporation by the Constituency Development Fund (CDF) Unit, it is customary that the Corporation receives further communication from the Office of the Member of Parliament, advising of persons who are to be engaged for work. **In this regard, the Direct Contracting procurement methodology is employed by the Corporation.**
10. The recommendations which are received by the St. Ann Municipal Corporation for the implementation of projects/programmes from the Office of the Member of Parliament are reviewed in so far as it relates to its applicability to the scope/purpose of the approved project documents received from the CDF Unit. The recommendations are thereafter referred to the relevant Municipal Corporation officers, that is, the Superintendent of Roads and Works, the Inspector of Poor or the Director of Finance, who are required to ensure and certify that the works are executed to satisfaction and/or goods received in good condition.
11. The St. Ann Municipal Corporation does not conduct a vetting process or due diligence process of the persons who are recommended by the Office of the Member of Parliament prior to, nor subsequent to the engagement of the recommended person by way of an award of contract. Recommendations which are made by the Office of the Member of Parliament, invariably, results in the award of a contract by the St. Ann Municipal Corporation.



12. Estimates are prepared by the Roads and Works Department of the St. Ann Municipal Corporation for Physical Infrastructure Works Programmes on the request of the Member of Parliament. The scope of works is then prepared and priced utilizing rates from the National Works Agency (NWA) and Incorporated Master Builders Schedule of Rates as a guide.
13. Insofar as it relates to the implementation of de-bushing and drain cleaning works, the St. Ann Municipal Corporation (a) prepares estimates for works, (b) implements and monitors the projects, (c) certifies the works satisfactorily completed (d) processes Payment Vouchers for payments to be made to contractors and (e) prepares and issues cheques to contractors.
14. The OCG's Investigation focused on a total of 53 contracts which were awarded by the St. Ann Municipal Corporation, during the period 2011 to 2015, to contractors who were, primarily, recommended by the Office of the Member of Parliament, South East, St. Ann. The referenced contracts related largely to de-bushing and drain cleaning works and utilized both CDF and Parochial Revenue funds.
15. Three (3) contracts were awarded to Mr. Blyden Brown for which the cumulative value was in the amount of \$383,000.00. A contract which was entered into on December 6, 2013 bore no signature of any officer of the St. Ann Municipal Corporation attesting to the works being "*GIVEN OUT*" or "*SATISFACTORILY DONE*".
16. A total of fourteen (14) contracts were found to have been awarded to Mr. Roderick Riley by the St. Ann Municipal Corporation, with a cumulative value of \$2,003,999.00. Notwithstanding the foregoing, the OCG has observed a total of sixteen (16) separate payments which were made to Mr. Riley with a cumulative value of \$2, 204,507.24.
17. A contract which was entered into between Mr. Roderick Riley and the St. Ann Municipal Corporation, in the amount of \$55,000.00 was signed by the contractor on July 31, 2013; however, the stated contract commencement and completion dates were July 22, 2013 and July 25, 2013, respectively. Similarly, a



contract which was entered into in the amount of \$138,000.00 was signed by the contractor on March 27, 2013; however, the stated contract commencement and completion dates were March 19, 2013 and March 26, 2013, respectively.

18. A total of three (3) contracts were awarded by the St. Ann Municipal Corporation to Ms. Sandra Garrick with a cumulative value of \$ 1,035,000.00.
19. In respect of a contract which was awarded to Ms. Sandra Garrick, in the amount of \$200,000.00, the commencement date for the contract preceded the date on which the contract was signed by the contractor. The contract was signed by the contractor on October 9, 2013; however, the stated contract commencement and completion dates were October 7, 2013 and October 9, 2013, respectively.
20. A total of five (5) contracts were awarded by the St. Ann Municipal Corporation to Ms. Lydia Morris, the total value of which amounted to \$1,189,900.00. In relation to a contract which was in the amount of \$300,000.00, both the commencement and completion date for the contract preceded the date on which the contract was signed by the contractor. The contract was signed by the contractor on December 12, 2012; however, the contract commencement and completion dates were stated to be December 4, 2012 and December 7, 2012.
21. There were no rates and quantities stated by the St. Ann Municipal Corporation on the contract document for the contract which was awarded to Ms. Lydia Morris, in the amount of \$20,000.00.
22. A contract was awarded to Mr. Oswald Jarrett, in the amount of \$50,000.00. The referenced contract document bore neither an indication of the quantity of works performed, nor the rates which were applied for the performance of same.

Further, the date of the cheque which was made payable to Mr. Oswald Jarrett, in the amount of \$50,000.00, preceded the date on which the contract was signed as well as the commencement and completion dates for the stated contract.



23. In respect of a contract which was awarded to Mr. Lenworth Vassell, in the amount of \$375,000.00, the commencement date for the contract preceded the date on which the contract was signed by the contractor. The contract was signed by the contractor on December 10, 2013, whereas the contract commencement and completion dates were stated to be December 6, 2013 and December 10, 2013.
24. There was no formal contract in place during the execution of works performed by Mr. Delton Walker. The contract document which was prepared by the St. Ann Municipal Corporation indicates that the commencement date for the contract preceded the date on which the contract was signed by the contractor. Further, the contract document portrays that the contract was signed by the contractor on December 16, 2013, 10 days after the works were stated to have commenced, that is, December 6, 2013, with the conclusion date being, December 13, 2013.
25. There was no formal contract in place during the execution of works performed by Mr. Roderick Riley, in two (2) instances. A contract document which was prepared by the St. Ann Municipal Corporation in the amount of \$55,000.00 indicated that the contract was signed by the contractor on July 31, 2013; however, the stated contract commencement and completion dates were July 22, 2013 and July 25, 2013, respectively. In respect of a contract which was entered into in the amount of \$135,240.00, the contract was signed by the contractor on March 27, 2013, however, the stated contract commencement and completion dates were March 19, 2013 and March 26, 2013, respectively.
26. Group Payments and/or Group Contracts refer to an informal facility which is facilitated by the St. Ann Municipal Corporation which permits the grouping of small payments intended for a number of 'contractors' into a sum less than \$500,000.00 . A request for the grouped payments is sent by formal correspondence from the Office of the Member of Parliament, specifically outlining the collective sum and the name of the recommended contractor/facilitator/collector.

The stated correspondence, which is submitted by the Office of Member of Parliament, is invariably accepted by the St. Ann Municipal Corporation as a recommendation for an award of a contract, and accordingly, a contract is prepared by the Corporation in the name of the recommended



contractor/facilitator/collector. The contractor, in this sense, is regarded to be a ‘collector’ or a facilitator who may or may not have performed any or all of the works outlined in the contract.

27. Further, the contractor is regarded by the Office of the Member of Parliament to be a collector or a facilitator, whose responsibility it is to collect the cheque in relation to the contract awarded by the Corporation. No documentation has been provided to the OCG which specifically indicates the manner in which the grouped contracts and/or payments are apportioned. In addition, the person (s) who act as “facilitator” or “collector”, collects grouped payments in the form of cheques from the St. Ann Municipal Corporation, on the invitation of the Office of the Member of Parliament, the cheque is thereafter encashed and the money handed over to persons within the Office of the Member of Parliament and/or Councillors within the St. Ann Municipal Corporation.
28. Of the 53 contracts which were awarded by the St. Ann Municipal Corporation , the particulars of which are noted in Appendix 2 of this Report, a total of 34 were identified as being ‘Group Payments’ and/or ‘Group Contracts’. The 34 such identified contracts are listed hereunder:

Rec.	Name of Contractor	Contract Date	Source of Funds	Quantity and Rate	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed
1	Blyden Brown	December 6, 2013	CDF S/E Special Employment 2013	950m @ \$300	285,000.00	285,000.00	Not signed
2	Donnette Hamilton	December 3, 2012	CDF Infrastructure & Repair	250m @ \$200	500,000.00	500,000.00	Alwyn Brown
3	Roderick Riley	December 8, 2014	CDF	1540m @ \$2 50	385,000.00	385,000.00	Alwyn Brown
4	Roderick Riley	December 6, 2013	CDF S/E Special Employment 2013	1083.33m @ \$300	324,999.00	324,999.00	Janet Henry



Rec.	Name of Contractor	Contract Date	Source of Funds	Quantity and Rate	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed
5	Roderick Riley	December 3, 2012	CDF Infrastructure & Repair	187.5m ² @\$160 20m ³ @2000 43.75m ² @1600	137,200.00	140,000.00	Alwyn Brown
6	Roderick Riley	December 3, 2012	CDF Infrastructure & Repair	467m @\$150 399.8m ² @\$250	166,600.00	170,000.00	Alwyn Brown
7	Roderick Riley	March 18, 2014	Parochial Revenue Fund	150m ² @\$1000	\$147,000.00	\$150,000.00	Janet Henry
8	Roderick Riley	September 11, 2014	Parochial Revenue Fund	130m ² @\$800	101,920.00	104,000.00	Janet Henry
9	Roderick Riley	March 10, 2014	Parochial Revenue Fund	150m ² @ \$1000	147,000.00	150,000.00	Janet Henry
10	Roderick Riley	September 26, 2013	Parochial Revenue Fund & Equalization Fund	Not stated	130,000.00	130,000.00	Alwyn Brown
11	Reginald Christie	December 8, 2014	CDF	1600m@\$250	400,000.00	400,000.00	Alwyn Brown
12	Sandra Garrick	December 3, 2012	CDF Infrastructure & Repairs	2100m @ \$200	420,000.00	420,000.00	Alwyn Brown
13.	Sandra Garrick	October 9, 2013	Parochial Revenue Fund	Not stated	199,600.00	200,000.00	Sandrina Duncan
14	Sandra Garrick	December 8, 2014	CDF S/E Infrastructure Repairs	1660m@\$250	415,000.00	415,000.00	Alwyn Brown
15	Joan McDonald	December 6, 2013	CDF S/E Special Employment 2013	1383 m @\$300	414,900.00	414,900.00	Janet Henry
16	Lydia Morris	December 6, 2013	CDF Special Employment	1633m@\$300	489,900.00	489,900.00	Janet Henry
17	Lydia Morris	November 29, 2012	Parochial Revenue Fund	750m @\$200	150,000.00	150,000.00	Alwyn Brown
18	Lydia Morris	December 12, 2012	CDF Infrastructure and Repairs	1500m@ \$200	300,000.00	300,000.00	Alwyn Brown
19	Lydia Morris	December	Parochial	920m@\$25	230,000.00	230,000.00	Janet Henry



Rec.	Name of Contractor	Contract Date	Source of Funds	Quantity and Rate	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed
		5,2013	Revenue Fund	0			
20	Beverly Sinclair	December 6,2013	CDF Special Employment	1125m@\$300	337,500.00	337,500.00	Janet Henry
21	Ivy Clarke Robinson	December 8,2014	Not stated	1380m @ \$250 650 m ² @ \$200	465,500.00	475,000.00	Alwyn Brown
22	Lincoln Dennis	December 6, 2013	Not stated	1300m @ \$300	390,000.00	390,000.00	Janet Henry
23	Bethan Gayle	December 10,2013	Not stated	1875 m@ \$200	375,000.00	375,000.00	Sandrina Duncan
24	Babbeth Hanniford	December 8,2014	Not stated	1900m@ \$250	475,000.00	475,000.00	Alwyn Brown
25	Vernon Williams	December 6,2013	Not stated	1333.3m @ \$300	399,990.00	399,990.00	Janet Henry
26	Patricia Clarke	December 6,2013	Not stated	1200m@ \$300	360,000.00	360,000.00	Janet Henry
27	Nicolette Keene	December 9,2014	Not stated	1900m@\$250	475,000.00	475,000.00	Alwyn Brown
28	Elsie Fullerton	December 9,2014	Not stated	1600m@\$250	400,000.00	400,000.00	Alwyn Brown
29	Lenworth Vassell	December 10,2013	CDF Allocation Special Employment	1875m@ \$200	375,000.00	375,000.00	Sandrina Duncan
30	Delton Walker	December 16,2013	Not stated	950m @ \$400	380,000.00	380,000.00	Sandrina Duncan
31	Clovis Gohagen	December 6,2013	Not stated	1000m@ \$300	300,000.00	300,000.00	Janet Henry
32	Winston Gordon	December 8,2014	Not stated	1200m@\$250	300,000.00	300,000.00	Alwyn Brown and Janet Henry
33	Paulette Grant	December 6, 2013	CDF Special Employment	1600m @ \$300	\$480,000.00	\$480,000.00	Janet Henry
34	Ezekiel Russell	November 22, 2011	CDF	328 @ \$350	\$112,504.00	\$114,800.00	OCG unable to determine

29. There is no documentary evidence which identifies the identity of the true beneficiaries of a Group Contract of Group Payment.



30. The basis upon which contractors are selected by the Office of the Member of Parliament is determined by the contractors being designated as “...*reputable and trustworthy within the constituency* ...”
31. Mrs. Joan McDonald was awarded a contract by the St. Ann Municipal Corporation in the amount of \$414,900.00 on December 6, 2013. The award of contract to Mrs. Joan McDonald was made by the Corporation based upon the recommendation of Ms. Lisa Hanna. Ms. McDonald served as a Vice President on the Executive Committee of the South East, St. Ann Constituency for the period 2011-2016.
32. Documents which were labelled as Exhibits ‘JM1’ and ‘JM2’ by the OCG were presented by Mrs. Joan McDonald to the OCG, with the intention of identifying the persons who had been sub-contracted by her in the performance of the contract which was awarded in the amount of \$414,900.00.
33. Ms. Nicolette Keene was awarded a contract by the St. Ann Municipal Corporation, on December 9, 2014, in the amount of \$475,000.00. The contract was awarded based upon the recommendation of Ms. Lisa Hanna. Ms. Nicolette Keene has been employed to the Office of the Member of Parliament, South East St. Ann, since January 2012 and has served as a member on the Executive Committee of the South East, St. Ann Constituency for the period 2015- 2016.
34. Mr. Ezekiel Russell was awarded a contract on November 22, 2011 by the St. Ann Municipal Corporation in the amount of \$114,800.00. The contract was awarded by way of the utilization of CDF Funds. The OCG has seen no specific documentation emanating from the Office of the Member of Parliament, South East, St. Ann, which recommends Mr. Russell for the award of a contract. Mr. Russell served in the capacities of Administrative Assistant / Constituency Secretary, South East St. Ann and Special Assistant to the Minister of Youth and Culture, Ms. Lisa Hanna, during the period 2007 to May 2014.
35. Ms. Lydia Morris was awarded a total of five (5) contracts, during the period November 2012 to December 2013, by the St. Ann Municipal Corporation with total value amounting to \$1,189,900.00.



The contracts were awarded based upon the recommendation of Ms. Lisa Hanna. Ms. Morris served, as a member on the Executive Committee of the South East, St. Ann Constituency, for the period 2015-2016.

36. Mr. Vernon Williams was awarded a contract in the amount of \$399,990.00, by the St. Ann Municipal Corporation on December 6, 2013. The contract was awarded based upon the recommendation of Ms. Lisa Hanna. Mr. Williams has served as a member on the Executive Committee of the South East, St. Ann Constituency for the period 2013-2015. Mr. Williams was also employed on a voluntary basis by Ms. Lisa Hanna, in the capacity of Office Manager.
37. Mr. Clovis Gohagen was awarded a contract by the St. Ann Municipal Corporation, in the amount of \$300,000.00, on December 6, 2013, upon the recommendation of Ms. Lisa Hanna. Mr. Gohagen has served as a Constituency Executive Committee Member of the South East, St. Ann Constituency for the period 2012-2015 and as Vice Chairman for the period 2015-2016.
38. Ms. Beverly Sinclair was awarded a contract in the amount of \$337,500.00, by the St. Ann Municipal Corporation, on December 6, 2013. The contract was awarded based upon the recommendation of Ms. Lisa Hanna. Ms. Sinclair is the mother of Ms. Andrea Smith, former CDF Consultant, South East, St. Ann.
39. Mrs. Ivy Clarke-Robinson was awarded a contract in the amount of \$475,000.00, by the St. Ann Municipal Corporation on December 8, 2014. The contract was awarded based upon the recommendation of Ms. Lisa Hanna. Mrs. Clarke-Robinson is the aunt of Ms. Andrea Smith, former CDF Consultant, South East, St. Ann.
40. A contract was entered into between the National Solid Waste Management Authority (NSWMA) and Mrs. Joan McDonald on December 4, 2013, in the amount of \$500,000.00, for the execution of “*CUT AND CLEAN UP ACTIVITIES*”. The works were issued for the Member of Parliament, Ms. Lisa Hanna, South East, St. Ann.



41. A contract was entered into between the National Solid Waste Management Authority (NSWMA) and Mr. Winston Riley on December 4, 2013, in the amount of \$320,000.00, for the execution of “*CUT AND CLEAN UP ACTIVITIES*”. The works were issued for the Member of Parliament, Ms. Lisa Hanna, South East, St. Ann.
42. A contract was entered into between the National Solid Waste Management Authority (NSWMA) and Mrs. Ivy Robinson on December 3, 2013, in the amount of \$200,000.00, for the execution of “*CUT AND CLEAN UP ACTIVITIES*”. The works were issued for the Member of Parliament, Ms. Lisa Hanna, South East, St. Ann.
43. A contract was entered into between the National Solid Waste Management Authority (NSWMA) and Ms. Evadney Wollaston on December 3, 2013, in the amount of \$430,000.00, for the execution of “*CUT AND CLEAN UP ACTIVITIES*”. The works were issued for the Member of Parliament, Ms. Lisa Hanna, South East, St. Ann.
44. A contract was entered into between the National Solid Waste Management Authority (NSWMA) and Mr. Owen Grant on December 3, 2013, in the amount of \$350,000.00, for the execution of “*CUT AND CLEAN UP ACTIVITIES*”. The works were issued for the Member of Parliament, Ms. Lisa Hanna, South East, St. Ann.
45. A contract was entered into between the National Solid Waste Management Authority (NSWMA) and Shello Smith on December 4, 2013, in the amount of \$500,000.00, for the execution of “*CUT AND CLEAN UP ACTIVITIES*”. The works were issued for the Member of Parliament, Ms. Lisa Hanna, South East, St. Ann.
46. A contract was entered into between the National Solid Waste Management Authority (NSWMA) and Ms. Lydia Morris on December 3, 2013, in the amount of \$500,000.00, for the execution of “*CUT AND CLEAN UP ACTIVITIES*”. The works were issued for the Member of Parliament, Ms. Lisa Hanna, South East, St. Ann.



47. A contract was entered into between the National Solid Waste Management Authority (NSWMA) and Mr. Wayne Simpson on December 4, 2013, in the amount of \$500,000.00, for the execution of “*CUT AND CLEAN UP ACTIVITIES*”. The works were issued for the Member of Parliament, Ms. Lisa Hanna, South East, St. Ann.
48. A contract was entered into between the National Solid Waste Management Authority (NSWMA) and Ms. Claudette Boreland on December 4, 2013, in the amount of \$500,000.00, for the execution of “*CUT AND CLEAN UP ACTIVITIES*”. The works were issued for the Member of Parliament, Ms. Lisa Hanna, South East, St. Ann.



DISCUSSION OF FINDINGS

The Concept of the Constituency Development Fund

Having regard to the nature of the allegations which were made in relation to the instant matter, the OCG deemed it prudent to outline and articulate the functionality of the Constituency Development Fund (CDF). The Revised Constituency Development Fund (CDF) Operational Procedures prepared by the Ministry of Finance and Planning, January 17, 2011, conceptualizes the CDF in the following manner:

“The Constituency Development Fund (CDF) is a fund established to provide members of Parliament with financial resources to execute approved social and economic programs within their constituency. The Fund replaces the following programs: -

- ☐ *The Social and Economic Support Program (SESP)*
- ☐ *The Local Development Program (LDP)*
- ☐ *Lift Up Jamaica Program”²*

The CDF which became operational during the financial year 2008-2009 was established for the purpose of promoting human and infrastructural development at the community and constituency levels by “...*Catalysing economic activities at the constituency level; Fostering local governance including good environmental stewardship; Improving service delivery and bring government and the people closer together, and; Increasing the effectiveness of the elected representatives welfare activities/projects*”.³

Under the Fund, responsibility for the management and disbursement, as well ensuring transparency, probity and accountability resides with the Office of the Prime Minister, whereas the responsibility of project implementation resides with approved GoJ Ministries, Departments and Agencies. Further, and as stated in the

² Revised CDF Operational Procedures, January 17, 2011, pg 3.

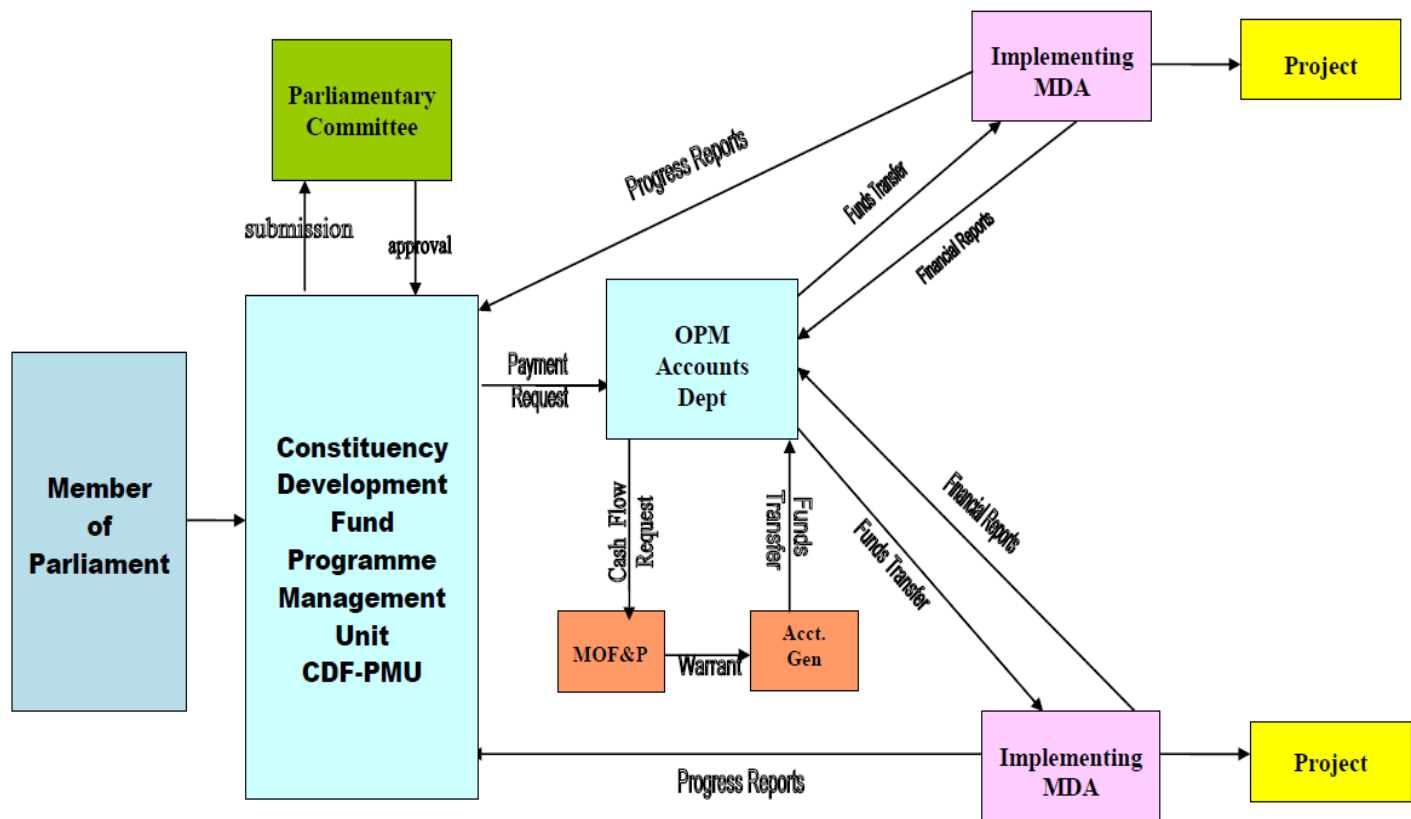
³ *ibid*



referenced manual “*The implementing MDA must ensure that the Procurement Policy, Guidelines, the FAA Act, Regulations and Instructions are strictly adhered to.*”

The following chart provides a graphical illustration of the manner in which the CDF operates:

Chart 1



With regard to the St. Ann Municipal Corporation, the former Secretary Manager, Mr. Alfred Graham, advised the OCG that the “...*Constituency Development Fund (CDF) is a programme of Central Government that allocates funds from the National Budget each year to all Members of Parliament to respond to need [sic]/ issues in their respective constituencies*”⁴. Mr. Graham also stated the following:

⁴ Response which was received from Mr. Alfred Graham, former Secretary Manager, St. Ann Municipal Corporation, and dated June 24, 2015. Response 1.



“The Bensonton, Moneague, Claremont, and Beecher Town Parish Council Divisions make up the constituency of South East St. Ann.

Projects that are funded under this programme are categorized as Physical Infrastructure and Human and Social Development. The St. Ann Parish Council is one of the implementing Agencies on behalf of the Members of Parliament.

Between January 2012 and present, the St. Ann Parish Council received funds and implemented projects on behalf of the Member of Parliament for South East St. Ann Constituency...Projects to be implemented by the Council on behalf of the Member of Parliament are communicated to the Council from the Constituency Development Fund (CDF) Unit at the Office of the Prime Minister.”⁵

⁵ Ibid.



Map 1 below, provides a graphical representation of the South East, St. Ann Constituency Divisions:

Map 1⁶



As it regards the relationship between the St. Ann Municipal Corporation and the Office of the Member of Parliament, South East St. Ann, Mr. Alfred Graham advised the OCG of the following:

“As far as I am aware, the relationship between the St. Ann Parish Council and Constituency Offices within the parish is confined to receiving programmes from the offices, implementation of these programmes and general liaison with the offices during the implementation. The Office of the Supt. Roads and Works also receives requests for and prepares cost estimates for proposed physical infrastructure works.”⁷

⁶ Map of the Parish Council Divisions in the South East St. Ann Constituency provided by the Electoral Commission of Jamaica.

⁷ Response which was received from Mr. Alfred Graham, Former Secretary Manager, St. Ann Municipal Corporation, and dated June 24, 2015. Response 3.



The Contract Award Process(es) Employed by the St. Ann Municipal Corporation

The OCG, in keeping with the scope of its Investigation and the allegations which were made, sought to ascertain the contract award processes which are employed by the St. Ann Municipal Corporation in the implementation of CDF projects for and on behalf of the Office of the Member of Parliament, South East, St. Ann. In this regard, Mr. Alfred Graham, by way of his response of June 24, 2015, to an OCG requisition stated, *inter alia*, the following:

“When funds for projects have been released to the Council by the Constituency Development Fund (CDF) Unit, Council will subsequently receive further communication from the Office of the Member of Parliament, indicating persons to be engaged for work in relation to works that may carried out by direct contracting and in relation to Human and Social Development Programme a list of beneficiaries would also be received from the office of the Member of Parliament. When lists are received from Office of the Member for Parliament for Works Programme, these are referred to the Superintendent of Roads and Works of the Council for implementation...”

With regard to Human and Social Development Programme, responsibility for implementation is dependent on the specific nature of the benefits. The Inspector of [the] Poor is generally responsible for implementation of these programmes while there are occasions where the Director of Finance may be responsible...

When recommendations for implementation of projects/programmes are received from the Office of the Member of Parliament, once they are within the scope/purpose of the approved project documents received from the CDF Unit, they are



referred to the relevant officers (Supt. Roads and Works, Inspector of [the] Poor or Director of Finance) ensures and certifies that work is done to satisfaction and/or goods received in good condition.

Payment Vouchers are then prepared and submitted to the Accounts Department of the Council for processing of cheques. Once cheques have been processed for payment, the payee or his/her authorized agent visits the Cashier to collect same.”⁸
(OCG Emphasis)

In relation to the process through which estimates are arrived at as it regards the implementation of CDF projects and/or contracts, Mr. Graham advised the OCG that:

“Estimates are done for Physical Infrastructure Works Programmes. These estimates are done on the request of the Member of Parliament to the Office of the Supt. Roads and Works. When requests are received, the Supt. Roads and Works would arrange for an inspection of the facility/site where the work is to be undertaken, to determine the Scope of works.”⁹

It was further stated that:

“The Scope of works is then priced using rates from the National Works Agency and Master Builders Schedule of Rates as a guide.”

The OCG has attached at Appendix 1 a copy of the National Works Agency (NWA) Standard Construction Rates & Work Item Descriptions which are applied by the St. Ann Municipal Corporation.

⁸ Response which was received from Mr. Alfred Graham, Former Secretary Manager, St. Ann Municipal Corporation, and dated June 24, 2015. Response 1.

⁹ Response which was received from Mr. Alfred Graham, Former Secretary Manager, St. Ann Municipal Corporation, and dated June 24, 2015. Response 4.



Specifically, as it regards infrastructural works, Mr. Graham advised the OCG that the Corporation's involvement with such works insofar as it relates to CDF projects involves *"...preparation of estimates, implementation and monitoring of projects, certification of works satisfactorily completed and processing Payment Vouchers for submission to the Accounts Department."*¹⁰

Having regard to the foregoing, Mr. Graham also informed the OCG, in his referenced response, that the St. Ann Municipal Corporation performs similar tasks and processes in the implementation of bushing and drain cleaning works.¹¹

¹⁰ Response which was received from Mr. Alfred Graham, Former Secretary Manager, St. Ann Municipal Corporation, and dated June 24, 2015. Response 6.

¹¹ Response which was received from Mr. Alfred Graham, Former Secretary Manager, St. Ann Municipal Corporation, and dated June 24, 2015. Response 7.



The Extent of the Involvement of the Office of the Member of Parliament - South East, St. Ann

During the course of a hearing which was held on July 15, 2015 during which Ms. Andrea Smith appeared before the Contractor General the OCG was advised by Ms. Smith of her role and functions in respect of the implementation and/or execution of CDF projects. Ms. Smith advised the Contractor General that she was the Constituency Development Fund Consultant for South East St. Ann and that she reports directly to Ms. Lisa Hanna, Member of Parliament South East St. Ann as well as the CDF Management Unit.¹² Ms. Smith described her function as CDF Consultant in the following manner:

“A: My function is the responsible and management of the CDF funds in keeping with the guidelines of the Member of Parliament CDF Management Unit as well as the Constituency Committee to see the smooth effective and implementation of project that liaise with the various government agencies.

...

...the committee comes together, the Constituency Committee comes together and they discuss projects, we then have discussions with community as they set out or list projects, prioritize projects in which to be implemented. I am the person that would prepare the project documents as well as any supporting invoices or documents that should go to the CDF for approval.

...

Community members as I said would make recommendations to the office, they would then be taken be presented to the Member of Parliament then they would be taken to the constituency executive where decisions are taken.

¹² Transcript of Hearing held on July 15, 2015, involving Ms. Andrea Smith, CDF Consultant, South East St. Ann. Pg. 6



Chairman: *Now, I want you to as simple as you can just outline to us the process, from a recommendation is made what your role is and I want to know at what point you are no longer involved in the process. So let us start with a recommendation being made?*

A: *To the Parish Council or to the CDF?*

Chairman: *To the CDF office.*

A: *The recommendation is made to the CDF Management Unit, then they take it to Parliament for approval.*

Chairman: *Sorry, You are the unit?*

A: *No, I am not the unit.*

Chairman: *It's sent to the Office of the Prime Minister?*

A: *Yes, and they peruse the document, send it off to the Parliamentary Committee for approval if there is no correction, if and whenever the project is approved, then it's my duty to also liaise with them to find out if the project is approved or not, then they will inform me, yes or no, the project has been approved and they send it to the respective implementing agency. I then follow up with the implementation agency to find out when they receive the funds and when work will begin, then report to the member of Parliament.*

Chairman: **And once work is completed, payment of contractors, are you involved in that process?**

A: **No, that is the implementing agency.**¹³ (OCG Emphasis)

¹³ Transcript of Hearing held on July 15, 2015, involving Ms. Andrea Smith, CDF Consultant, South East St. Ann. Pgs. 6,7,10 and 11.



As it regards the selection of contractors for projects, the following questions and responses were provided during the course of the referenced Hearing:

“Chairman ... How are the contractors selected?”

...

A: For the projects. The contractors are recommended by the councillors and community members to the Member of Parliament.

Chairman: And that comes to the Member of Parliament who passes it on to you?

A: Yes.

Chairman: And that comes to the Member of Parliament who passes it on to you?

A: Yes.

...

A: Or vice versa.

Chairman: If this is not your personal knowledge you could indicate and as I would say if it's above your pay grade you can indicate that too. Who makes the, do you, when you say vice versa can you decide to accept a contractor or it is the member of, who is it that accepts?

A: No, I would only accept the recommendation and bring it to the Member of Parliament.

*Chairman: **So ultimately a decision as to the selection of a contractor is made by the Member of Parliament?***

*A: **Yes.***

Chairman: ... Who ultimately makes the decision as to projects, the ones that you ultimately submit to parliament the ones that you ultimately submit to Parliament



for consideration? When I say you, I mean the office, who makes the selection as to the projects?

A: We had an Oversight Committee.

Chairman: Had?

A: We had an Oversight Committee in two thousand...

Yes, we have one now, it's a subset of the constituency, but before that we had a committee in place, we had one meeting I think it's back in two thousand and, either nine or ten, I don't have the minutes of that meeting because our computer is not functioning at the moment.

Chairman: Oh, you haven't had a meeting since?

A: The subset that we have now currently is set to have meetings on a quarterly basis, we haven't had any meeting since.

Chairman: Since 2009 or since the new subset?

A: Since the new subset, so basically the decision would have been taken by the Constituency Committee.

...

The Constituency Committee is comprised of the councillors, other elected members, I think it's about 16 persons and then the sub set from the Constituency Committee that are responsible for projects is about five persons from the



Constituency Committee.”¹⁴

Having regard to the foregoing, the OCG, by way of a requisition which was dated June 18, 2015, wrote to Ms. Andrea Smith and required that she provide responses to the following questions:

*“Please specify and detail your role(s), function(s) and responsibility (ies) in respect of the conceptualization, implementation and execution of Constituency [Development] Fund (CDF) projects within the South East St. Ann constituency.”*¹⁵

Ms. Smith by way of her response which was dated June 29, 2017, responded in the following manner:

“My role, function and responsibilities are as follows:

The overall responsibility for the management of the CDF Funds in keeping with the guidelines of the CDF PMU, the Member of Parliament, the constituency project oversight committee, to see to the smooth and effective implementation of all CDF projects and ensuring that the plan and guidelines are adhered to, to liaze [sic] with the various Government agencies providing estimates, invoices and recommended personnel when requested, and to assist with the smooth implementation of all approved projects.

I do not make decisions. I implement the decisions in keeping with guidelines in a professional and lawful manner.¹⁶ (OCG Emphasis)

The OCG was provided with a copy of Ms. Andrea Smith’s contract of employment which was dated June 11,

¹⁴ Transcript of hearing involving Ms. Andrea Smith, CDF Consultant, Pgs. 12-16.

¹⁵ OCG Requisition dated June 18, 2015. Question 1.

¹⁶ Response of Ms. Andrea Smith dated June 29, 2015. Response 1.



2012 and which stated, *inter alia*, as follows:

“You are hereby offered a contract of employment as Project Manager for projects financed by the Constituency Development Fundin [sic] my constituency.

The following are the terms and conditions of your employment:

- 1) You shall be an employee of me and not the Government of Jamaica or any ministry, department and agency.*
- 2) Your contract of employment takes effect April 1, 2012 for a period of 3 year(s) and may be terminated by one (1) month’s notice on either side. However, no notice will be required should you breach any regulation that warrants instant dismissal.*
- 3) Your job shall consist of the following functions:-*
 - a) Assisting in the preparation of the constituency’s five-year development plan including conducting research, data collection etc.*
 - b) Assisting with preparing project proposals after priorities have been identified through community consultations;*
 - c) Liaising with Project Officers, Managers and other officials of the :-*
 - Constituency Development Fund Programme Management Unit (CDFPMU),*
 - The Constituency Project Oversight Committee (CPOC), and*
 - The implementing agencies*
 - d) To see to the smooth and effective implementation of all CDF projects and ensuring that the plan and*



guidelines are adhered to.

- e) Following- up with suppliers and government MDAs and ensuring that pro-forma invoices, estimates, bills of quantities and all other supporting documentation are in place.*
- f) Assisting in on – the - ground monitoring of projects.*

...

- 12) You shall make no decision on any project or any constituency matters without my knowledge and prior approval unless it is a matter for which I have delegated to you the authority to make decision.*
- 13) You shall conduct the business of the constituency in a professional, impartial and lawful manner.”¹⁷*

The referenced contract was signed by Ms. Andrea Smith on June 11, 2012 and witnessed by “Joan McDonald” on the same date.

The OCG further required that Ms. Smith provide an Executive Summary comprehensively detailing the manner in which CDF projects are implemented in the divisions which comprise the South East, St. Ann Constituency. In this regard, Ms. Andrea Smith informed the OCG as follows:

“The method of implementation is the same for all constituencies. The CDF is divided into infrastructure and Social projects. As a SE St. Ann policy the CDF committee and the MP have decided to give priority to education, farming and road maintenance/ bushing / beautification. These consume approximately 70% of the budget (\$9.5 million) and the balance is on specific approved projects (\$4

¹⁷ Contract of Employment for Ms. Andrea Smith, dated June 11, 2012



million) and administration (\$1.5 million) ”¹⁸

More specifically the OCG required that Ms. Smith advise of the following, as it regards the period January 2012 to June 2015:

- (i) *The process through which CDF projects are selected;*
- (ii) *The process through which beneficiaries of CDF projects are selected;*
- (iii) *The process through which work is distributed;*
- (iv) *The name(s) and title(s) of the person(s) responsible for selecting and/or issuing work to beneficiaries;*
- (v) *Particulars of the approval process;*
- (vi) *The process and manner in which payments are made; and*
- (vii) *The extent, if any, to which you are involved in any of the areas listed as i –vi above.* ”¹⁹

In the aforementioned regard, Ms. Smith responded as follows:

- (i) *Consultation with Constituency Executive and or the Community.*
- (ii) **Beneficiaries request are logged at the constituency office on a daily basis these persons are recommended for assistance from Councillors, Teachers, Police, Pastors, Community members (the objective is to spread the CDF benefits to as many people as possible on a needs basis)**
- (iii) *Work is distributed through the various Government agencies*
- (iv) **The Constituency Office recommends based on the advice from persons in #2 the MP then approves and the project is implemented in keeping with the guidelines**
- (v) *The implementing agencies e.g. The St. Ann Parish Council is*

¹⁸ Response of Ms. Andrea Smith dated June 29, 2015. Response 2.

¹⁹ OCG Requisition dated June 18, 2015. Question No.2.



responsible for the implementation, monitoring and certifying of payments.

- (vi) *The payments are made by the implementing agencies. Benefits are assigned to agencies for distribution e.g. RADA. Additional for education the supplies are purchased from suppliers and distributed throughout the four divisions*
- (vii) *Project Preparation to CDF and spreadsheet submission to the Parish Council.”²⁰*

As it regards the CDF Project Oversight Committee and its status and activity within the South East, St. Ann Constituency, Ms. Andrea Smith advised the OCG as follows:

“The Project Oversight Committee is a subset of the Constituency Executive Committee. These include: Mr. Junior Gohegan, Ms. Thelma Johill, Ms. Claudia Green, Ms. Lois Steir and Ms. Lisa Hanna. This Committee is scheduled to meet quarterly”.²¹

It must be noted that Ms. Smith failed to indicate the terms of reference and/or the roles and responsibilities of the Committee. Ms. Smith also failed to present any Minutes of the Meetings of the Committee for the period January 2012 to June 2015.²²

The OCG, by way of its requisition of June 18, 2015, sought to ascertain the full extent of Ms. Smith’s involvement with CDF projects which involves de-bushing and drain cleaning works. Ms. Smith provided the following responses by way of her response of June 29, 2015:

“For infrastructure projects my responsibilities are: to prepare the necessary submission with supporting documents to the CDF office. After the approval of the Parliament, my role is to liaise [sic]

²⁰ Response of Ms. Andrea Smith dated June 29, 2015. Response 2.

²¹ Response of Ms. Andrea Smith dated June 29, 2015. Response 3.

²² The mentioned information and documentation were requested by the OCG in its Requisition of June 18, 2015. Question 3.



with the implementing agency to see to its effective execution.”²³

*“In respect of road maintenance /bushing /beatification the constituency has already decided to allocate \$ 3.5 million to this programme annually. It is divided among the four (4) divisions in keeping with the number roads and the urgency of bushing requirements. In 2015, Moneague received, Beecher Town, Claremont and Bensonton”.*²⁴

“After the roads are selected work crews of between 10-20 persons are required to carry out the work. The respective leaders of the work crews are recommended to the St. Ann Parish Council. The Parish Council enters into contracts with the respective persons, the STPAC [sic] prices the work, certifies that it is properly completed and pays accordingly. The respective leaders then pay their various workers.”²⁵(OCG Emphasis)

²³ Response of Ms. Andrea Smith dated June 29, 2015. Response 7.

²⁴ Response of Ms. Andrea Smith dated June 29, 2015. Response 8.

²⁵ Response of Ms. Andrea Smith dated June 29, 2015. Response 9.



Contracts Awarded by the St. Ann Municipal Corporation

The OCG during the course of its Investigation requested and received from the St. Ann Municipal Corporation several contracts, payment vouchers and cheques which had been prepared and issued in respect of certain contractors and projects which fell within the scope of, *inter alia*, the CDF. The contracts related specifically to those which were prepared in respect of what has been regarded as ‘group payments’ to certain individuals described as “collectors”. The OCG undertook a comprehensive review of the referenced contracts, cheques and payment documents and has, constructed and attached at, Appendix 2, a table outlining the information which was observed.

The aforementioned table portrays a total of fifty-three (53) contracts which were awarded by the St. Ann Municipal Corporation to contractors who were recommended by the Office of the Member of Parliament, South East, St. Ann. The contracts were awarded during the period 2012 to 2015 and related primarily to de-bushing and drain cleaning works and utilized both CDF and Parochial Revenue funds. The following significant observations were also made by the OCG upon its perusal of the stated documents:

Contracts Awarded to Blyden Brown

Three (3) contracts were awarded to Mr. Blyden Brown for which the cumulative value was in the amount of \$383,000.00. The contract which was entered into on December 6, 2013 bore no signature of any officer of the St. Ann Municipal Corporation attesting to the works being “*GIVEN OUT*” or “*SATISFACTORILY DONE*”. Notwithstanding the absence of the works being certified as having been satisfactorily completed, the contract was signed on December 18, 2013, by the Superintendent, Roads and Works Department as being “*APPROVED FOR PAYMENT*”. A cheque dated December 18, 2013 was subsequently issued and paid to Mr. Blyden Brown by the St. Ann Municipal Corporation. As it relates to the contract which was awarded to Mr. Brown in the amount of \$18,000.00, the OCG observed that no rates were applied and/or stated on the contract document. Of the three (3) contracts awarded to Mr. Brown, two (2) were verified as having been examined by the Internal Audit Department of the St. Ann Municipal Corporation.

The former Secretary Manager, Mr. Alfred Graham, provided the following responses to questions which were directed by the Contractor General during a hearing which was convened on June 1, 2017:

“Chairman: Okay. This is Exhibit AG(2), it’s a copy of the document. You have the original. I look at Item No. 1



and it has the name of Contractor Blyden Brown, otherwise called Big Cream – I don't know if you know him by that name.

A: I don't know the person.

Q: It has corresponding contract, three contract dates, the 6th December, 2013, the 30th of March, 2015 and the 15/5/2015. I speak specifically to the one dated the 6th of December, 2013. Miss Hannah [sic] the former Minister and the Member of Parliament - 'shock' is a small word but she is saying that no way under the sun could he have gotten contracts under her watch because they had basically fallen out and she was suggesting that there is some conspiracy afoot; that somebody has given him a contract and/or caused him to get a contract without her knowledge. I just give you that run-up. The question is, what sort of checks and balances are in place, to your knowledge, to ensure that contracts that are awarded there is sufficient documentation to evidence the issuance of the contract?

A: As we discussed earlier, this morning we looked at the programme when funds are allocated to a Member of Parliament in this particular case, Member of Parliament Hannah [sic], the funds are disbursed to the Parish Council, the Member of Parliament in turn sends the programme for that allocation or what is to be implemented with the names, as we had said this morning. That is sent to the Superintendent of Roads and Works and Properties Director of Finance, and from that the Superintendent would contact these persons, implement the programme, go through the normal process, submit payment – vouchers for payment. The Accounts Department headed by the



Director of Finance who does a counter check between the programme submitted by the Member of Parliament and the payment voucher submitted, to ensure that these are the same names and the amount as submitted by the Member of Parliament.

Q: What would account for what your notes here, of no documents located for Blyden Brown and other contracts that you are referred to, what would account for that? It continues throughout the document which is labelled –

A: ‘No documents located’, it is difficult to say what could have resulted from these; because normally we have a filing system where copies of all programmes submitted by the Member of Parliament are kept on the respective files in the main office and the finance office.

Q: Once again the said contract, Blyden Brown contract date, 6th of December, 2013, your note is ‘not signed’. So there is no signature that work was satisfactorily done yet still you were able to find a cheque, is that irregular?

A: A voucher – payment voucher not signed but yet a cheque has been prepared, that would not be the norm. The Superintendent would sign work satisfactorily completed -

Q: I am showing you the actual document that you sent to us to accompany the notation you made on what you had called Appendix 3, which we now call Exhibit AG(2). You have the note under the column Name of Council Officers, Endorsed; Work Satisfactorily complete (Not signed).

A: It’s not signed here.



Q: *Is that irregular?*

A: *Generally when I sign cheques, I sign based on the strength of the Superintendent. The Superintendent would sign based on the strength of the officers below him. So I check the Superintendent to say the Superintendent is satisfied. I wouldn't generally check for the other signatures; I would look for the Superintendent's. The Superintendent has signed so the Superintendent is satisfied; based on the Superintendent's signature I proceed and sign. So generally I would not per se look for these end details as I would look for the Superintendent's signature.*

Q: *But the point I am getting at is that your notation that it is not signed, you are saying that such a documentation only has the Superintendent's signature but there is nobody who declares that the work was satisfactorily done.*

A: *That is what this document is saying and that is what –*

Q: *And as Secretary Manager is it your opinion that then the Superintendent should not sign? So either the Superintendent views the work him or herself or if he or she did not, he or she should not sign. You understand that?*

A: *Clearly, but the Superintendent should not be signing this until it is signed by the officer below; because the officer who actually engaged the contractor who would go – the contractor signs, the officer goes back, verifies that the work is completed, he signs, passes it up to the higher level for certification, that time the Superintendent or Deputy Superintendent would sign.*



So for the Supt to sign without this signed, that is not the norm.²⁶(OCG Emphasis)

Contracts Awarded to Roderick Riley

A total of fourteen (14) contracts were found to have been awarded to Mr. Roderick Riley by the St. Ann Municipal Corporation. Notwithstanding, the OCG sequestered evidence of sixteen (16) separate payments which were made to Mr. Riley with a cumulative value of \$2,204,507.24. Notably, the OCG was not provided with contract documents for cheques made payable to Mr. Riley in the amounts of \$134,260.00 and \$83,288.24, which were made on February 1, 2013 and March 1, 2012, respectively.

The OCG also observed that in two (2) instances, the commencement and completion dates for the contract preceded the date on which the contract was signed by the contractor. As noted in the referenced table the contract which was entered into in the amount of \$55,000.00 was signed by the contractor on July 31, 2013, however, the stated contract commencement and completion dates were July 22, 2013 and July 25, 2013, respectively. The contract which was entered into in the amount of \$135,240.00 was signed by the contractor on March 27, 2013; however, the stated contract commencement and completion dates were March 19, 2013 and March 26, 2013, respectively. In both instances, there was no formal contract in place during the contract execution phase.

Of the fourteen (14) contracts reviewed by the OCG, only four (4) were verified as having been examined by the Internal Audit Department of the St. Ann Municipal Corporation.

The OCG's review revealed that five (5) of the fourteen (14) contracts awarded to Mr. Riley failed to identify the rates and quantities which were applied in respect of the works performed. In this regard, it is unclear as to the manner in which the estimates and/or contract values were determined by the Corporation.

Contracts Awarded to Sandra Garrick

The OCG found that during the period under review a total of three (3) contracts were awarded by the St. Ann Municipal Corporation to Ms. Sandra Garrick with a cumulative value of \$ 1,035,000.00. In relation to the contract which was awarded in the amount of \$200,000.00, the commencement date for the contract preceded the date on which the contract was signed by the contractor. In point of fact, the contract was

²⁶ Transcript of hearing involving Mr. Alfred Graham which was dated June 1, 2017, pgs.77-83.



signed by the contractor on October 9, 2013; however, the stated contract commencement and completion dates were October 7, 2013 and October 9, 2013, respectively.

Contracts Awarded to Lydia Morris

The OCG's review revealed that a total of five (5) contracts were awarded by the St. Ann Municipal Corporation with total payments amounting to \$1,189,500.00. In relation to a contract which was in the amount of \$300,000.00, it is the OCG's observation that both the commencement and completion date for the contract preceded the date on which the contract was signed by the contractor. In this regard, the contract was signed by the contractor on December 12, 2012, notwithstanding the fact that the contract commencement and completion dates were stated to be December 4, 2012 and December 7, 2012. There was, therefore, no formal contract in place during the contract execution phase.

In relation to the contract which was awarded in the sum of \$489,900.00, the contract was signed by the contractor on December 6, 2013; however the works commenced on December 5, 2013.

There were no rates and quantities applied on the contract document for the contract which was in the amount of \$20,000.00, it is therefore not clear as to the manner in which the estimates and/or contract value were determined by the Corporation. Of the five (5) contracts awarded to Ms. Morris, two (2) were verified as having been examined by the Internal Audit Department of the St. Ann Municipal Corporation.

Contract awarded to Mr. Oswald Jarrett

In relation to the contract which was awarded to Mr. Oswald Jarrett in the amount of \$50,000.00, the OCG found that the quantity of works performed, as well as the rates which were applied to the referenced works were not stated on the contract document. It is therefore unclear as to the manner in which the St. Ann Municipal Corporation determined the value of the works performed by Mr. Jarrett. Further, the OCG's review indicate that the date of the cheque which was made payable to Mr. Oswald Jarrett preceded the date on which the contract was signed as well as the commencement and completion dates for the stated contract.

It is of interest to highlight that the mentioned contract and the payment made in respect of same were examined by the Corporation's Internal Audit Department.



Contract awarded to Lenworth Vassell

The OCG's review indicates that one (1) contract was awarded to Mr. Lenworth Vassell in the amount of \$375,000.00. The OCG also observed that the commencement date for the contract preceded the date on which the contract was signed by the contractor. In this regard, the contract was signed by the contractor on December 10, 2013, whereas the contract commencement and completion dates were stated to be December 6, 2013 and December 10, 2013. There is no indication that the referenced contract or the payments made in this regard were reviewed by the Internal Audit Department of the St. Ann Municipal Corporation.

Contract Awarded to Delton Walker

One contract was awarded to Mr. Delton Walker in the amount of \$380,000.00, during the period under review by the OCG. The OCG's perusal of the contract document and payment records revealed that the commencement date for the contract preceded the date on which the contract was signed by the contractor. In point of fact, the contract was signed by the contractor on December 16, 2013; however, the contracted works commenced 10 days prior on December 6, 2013 and concluded on December 13, 2013. In this regard, there was no formal contract in place during the contract execution phase. There is no indication that the referenced contract or the payments made, in this regard, were reviewed by the Internal Audit Department of the St. Ann Municipal Corporation.

Contract Awarded to Ms. Donnette Hamilton

Ms. Donnette Hamilton was awarded a total of two (2) contracts by the St. Ann Municipal Corporation during the period 2012 to 2015 valued at \$90,000.00 and \$500,000.00. In relation to the contract which was awarded by the Corporation in the amount of \$500,000.00, the OCG has observed what appears to be an arithmetic error, given that the agreed quantity, as stated on the contract was 250m at the agreed rate of \$200.00, which by the OCG's calculation would amount to \$50,000.00 and not \$500,000.00 as indicated on the contract and as disbursed by the Corporation to Ms. Hamilton.



The Practice of ‘Group Payments/Contracts’ in the Award of GOJ Contracts

During the course of its investigation, the OCG was provided with copies of letters which appear to authorize payments *en bloc* to specified persons. The letters were sent to the attention of officers of the St. Ann Municipal Corporation by personnel employed to and/or affiliated with the Office of the Member of Parliament, South East St. Ann. The OCG has detailed, hereunder, the substance of the referenced letters:

By way of a letter dated December 17, 2013²⁷, which was addressed to the Mr. Ivor Earle, former Superintendent of Roads and Works, St. Ann Parish Council, by Andrea Smith for and on behalf of Ms. Lisa Hanna, Member of Parliament, South East St. Ann, the following was stated:

“Please see additional names for which permission is being given for payment to be made to under the current Christmas Bushing and Beautification Program.

1. Mrs. Joan McDonald - \$415,000.00
2. Mrs. Paulette Grant- \$480,000.00
3. Mr. Lincoln Dennis - \$400,000.00
4. Ms. Patricia Clarke – \$360,000.00
5. Ms. Lydia Morris - \$490,000.00
6. Mr. Roderick Riley- \$325,000.00

*Should you have need for further information, please feel free to contact me at the above number or Ms. Andrea Smith ...”*²⁸

By way of a letter which was dated December 18, 2013, which was sent to the attention of Mr. Alfred Graham, former Secretary Manager, St. Ann Parish Council, by Ms. Andrea Smith, for and on behalf of Ms. Lisa Hanna, Member of Parliament, South East St. Ann, the following, *inter alia*, was stated:

²⁷ A similar letter was addressed to Mr. Ivor Earle by Mr. Ezekiel Russell. A copy of which is attached at Appendix 4.

²⁸ Letter dated December 17, 2013 which was sent by Andrea Smith to Mr. Ivor Earle, former Superintendent, Roads and Works, St. Ann Parish Council.



“Please disregard my previous letters following the submission, approval and disbursement of CDF, Local Government and Vector program funding a number of persons were contracted. I am cognizant of the amount of persons that is to be paid however, interest of time I am kindly requesting the council to honor bills made up for the listed persona.

Additionally, I am requesting that the previous balances be brought forward to offset these bills.

<i>Constituency Development Fund Special Employment</i>				
<i>Division</i>	<i>Amount</i>	<i>Payee</i>		
<i>Beecher Town</i>	<i>\$750,000</i>	<i>Bethan Gayle</i> <i>Lenworth Vassell</i>		
<i>Claremont</i>	<i>\$1,085,000</i>	<i>Beverly Sinclair</i> <i>Joan McDonald</i> <i>Lydia Morris</i>		
<i>Bensonton</i>	<i>\$565,000</i>	<i>Lydia Morris</i> <i>Paulette</i>		
<i>Moneague</i>	<i>\$750,000</i>	<i>Lincoln Dennis</i> <i>Patricia Clarke</i>		
<i>Vector Control</i>				
<i>Moneague</i>	<i>Vernon Williams</i>	<i>\$400,000</i>		
<i>Beecher Town</i>	<i>Denton Walker</i>	<i>\$380,000</i>		
<i>Claremont</i>	<i>Rodedrick Riley</i>	<i>\$337,500</i>		
<i>Bensonton</i>	<i>Clovis Gohangen</i>	<i>\$300,000</i>		

Should you have any questions comments please contact my office or me directly.”²⁹

²⁹ Letter dated December 18, 2013, which was sent to Mr. Alfred Graham, Former Secretary Manager, by Ms. Andrea Smith.



By way of a letter which was dated December 10, 2014, which was addressed to Mrs. Moveta Munroe, Constituency Development Fund Unit, Office of the Prime Minister, and signed by Ms. Lisa Hanna, Member of Parliament, South East St. Ann, the following was stated:

"I write to you with regards to the Special Employment Programme which is being administered by the St. Ann Parish Council. I am requesting that the payments be grouped, and bills made to the following persons to ensure that the persons employed under the programme are paid on time.

<i>Babbeth Hanniford</i>	<i>\$475,000.00</i>
<i>Winston Gordon</i>	<i>\$300,000.00</i>
<i>Roderick Riley</i>	<i>\$385,000.00</i>
<i>Reginald Christie</i>	<i>\$400,000.00</i>
<i>Sandra Garrick</i>	<i>\$415,000.00</i>
<i>Nicolette Keene</i>	<i>\$475,000.00</i>
<i>Elsie Fullerton</i>	<i>\$400,000.00</i>
<i>Ivy Robinson</i>	<i><u>\$475,000.00</u></i>
<i>TOTAL</i>	<i>\$3,325,000.00</i>

The St. Ann Parish Council is also requesting that this instruction be submitted to them in writing.

Should you require any further information please feel free to contact my office at the above telephone number."³⁰

³⁰ Letter dated December 10, 2014, which was sent to Mrs. Moveta Munroe, Constituency Development Fund Unit, Office of the Prime Minister, by Ms. Lisa Hanna, Member of Parliament, South East St. Ann. The letter was also copied to Mr. Alfred Graham, former Secretary Manager, Ms. Althea Hall, Superintendent, and Mr. Alwyn Brown, Ast. Superintendent.



Having regard to the aforementioned letter, the OCG was provided with a copy of a letter which was dated December 11, 2014, which was addressed to Mr. Alfred Graham, Secretary Manager, St. Ann Parish Council, by Ms. Moveta Munroe. The referenced letter stated, *inter alia*, as follows:

“Re: St. Ann South Eastern Special Employment Programme

Please accept this letter as authorization to make payments to persons employed re the captioned project as per the request of the Member of Parliament, South Eastern St. Ann, Hon. Lisa Hanna.”³¹

The OCG considers it prudent to highlight, at this juncture, that the individuals stated in the abovementioned letters are identical to the contractors referenced in the table attached at Appendix 2. In some instances, the contract values are also similar to those indicated in Appendix 2. The OCG has attached at Appendices 3, 4, 5, and 6 a copy of the aforementioned letters.

Based upon the representations made in the noted letters, the OCG, by way of its Requisition which was dated October 7, 2015, wrote to Mr. Alfred Graham with a view to ascertain the process and procedures which govern the utilization of group payments. The OCG’s Requisition stated, *inter alia*, as follows:

“Please indicate whether you are aware of any circumstances in which payments that are made to contractors are grouped and a cheque is thereafter made payable by the St. Ann Parish Council to only one individual, for and on behalf of other contractors. Your response should include:

(a) The extent of your awareness;

(b) Specific details of the circumstance(s) of which you are aware;

³¹ Letter dated December 11, 2014, which was addressed to Mr. Alfred Graham , Former Secretary Manager, by Ms. Moveta Munroe.



- (c) *The process through which such an occurrence is executed and managed by the Parish Council;*
- (d) *The Protocols which are observed as it regards the referenced circumstance(s);*
- (e) *A copy of the Rules, Circular(s), Policy(ies) and or Regulations which governs such a practice*
- (f) *The name(s) and title(s) of the officer(s) of the St. Ann Parish Council and/or any other entity(ies) or person(s) with direct responsibility for the process of preparing such 'grouped' cheques.*
- (g) *Please indicate the name(s) and title(s) of the person(s) on whose instructions such cheques are prepared and the process which is involved in the preparation of same.*
- (h) *Details of the genesis of the payment of 'grouped' cheques as described above.*

Please provide documentary evidence, where possible, to substantiate your responses and assertions. ”³²

Mr. Alfred Graham, by way of his response which was dated October 13, 2015 responded in the form of an Inter-office Memorandum dated October 13, 2015, which was directed to Mr. Alfred Graham by Ms. Althea Hall, Superintendent Roads and Works. The Memorandum which was signed by Ms. Hall bore the subject line, **“Request – Office of the Contractor General”**, and stated, *inter alia*, as follows:

³² OCG Requisition dated October 7, 2015, which was sent to Mr. Alfred Graham. Questions 7



*“I am not aware of any circumstances under which contractors are grouped and cheque is then made payable to one individual for or on behalf of other contractors.”*³³ (OCG Emphasis)

Ms. Althea Hall, former Superintendent, Roads and Works, at the St. Ann Municipal Corporation, was summoned by the Contractor General on October 16, 2015, pursuant to the powers which are bestowed under Section 18 of the Contractor General Act:

“CHAIRMAN: *You are not aware of any circumstances under which contractors are grouped and a cheque is then made payable to an individual for or on behalf of other contractors?*

A: *No.*

CHAIRMAN: *You have never heard of that before?*

A: *What, group payments?*

CHAIRMAN: *Yes, ma'am.*

A: *No, sir.*

CHAIRMAN: *You have never heard of the fact that because they don't want pile up at Parish Council Office, they ask one person to collect the cheque in their name and the money is then carried back to the Constituency office?*

A: *I am not aware of that.*

CHAIRMAN: *You would agree with me in terms of the Christmas work that is done, bushing and drain cleaning is a lot of people work?*

A: *I am aware.*

³³ Response which was received from Mr. Alfred Graham dated October 13, 2015, Appendix 7.



CHAIRMAN: Are you aware whether or not -- is all those people there come for payment or just one person come to collect money?

A: Persons are recommendation to collect.

CHAIRMAN: You answered a different question, but continue though. Go ahead, ma'am.

A: Persons are recommended to collect, on paper, we have actually have documents of those.

CHAIRMAN: Recommended on paper to collect what?

A: For us to engage them into giving out work or whatever, to do work; bushing work, drain cleaning work and so on.

CHAIRMAN: What you are talking about?

A: You are asking me if I am aware that there are many people who do work during the Christmas season.

CHAIRMAN: You answered that already.

A: And I said yes, I am aware. I am lost.

...

CHAIRMAN: What I am asking simply is, every Christmas Christmas work is done, but you would agree with me is not all the people working out there come collect cheque?

A: I agree with that.

CHAIRMAN: And that's where the question is coming from that one person is nominated to collect on behalf of all the other contractors. I am asking if you are aware of that.

A: That assumption could be drawn.

CHAIRMAN: I am not making an assumption; I am asking if you know if that is so or not.

A: If that is so I am not aware of that happening officially, I am not aware of that.

CHAIRMAN: ...



If you have a piece of road that is one mile and in draining and bush cleaning you may have about six or seven people who get sub contract to do work.

Correct?

A: **Yes.**

CHAIRMAN: *That six or seven people may hire another ten people to do the work so that's why sometimes for some programmes you see almost a hundred people or more working, but interestingly you will sign on a contract or you have signed on a contract where one person is getting \$400,000, one person, but you know for a fact that for the Christmas work is a lot of people work but is only one person is collecting the money.*

Let me ask you the question again. Are you aware of any circumstance under which contractors are grouped and a cheque is then made payable to one individual for and on behalf of other contractors, Madam Superintendent?

A: **Mr Harrison, I am going to be Frank and I am going to be honest with you. I am not aware, even though I might drive past and see a million people working, I am not aware of giving out one million contracts. I engage one person; I don't know what that person does. Obviously that person subcontracts why you would have so many people.**

...

CHAIRMAN: *I am going to show you a document that was copied for your attention. It is dated December 10, 2014.*

(Document shown to witness)

A: *I have this document.*

CHAIRMAN: *So I can just speak to it, you will know?*

A: *Yes.*



CHAIRMAN: *The document is dated December 10, 2014 on the letterhead of Liss [sic] Hanna, MP, addressed to Mrs. Moveta Monroe, Constituency Development Fund Unit, Office of the Prime Minister; copied to the Secretary Manager, Alfred Graham. Copied also to Superintendent Althea Hall and copied to Assistant Supt. Alwyn Brown.*

[Content of letter read to Witness]

Madam are you aware of persons being grouped and a cheque being made payable to one individual for and on behalf of other contractors, ma'am?

A: **I am aware that we got that letter recommending names.**

CHAIRMAN: **To be grouped.**

A: **I am not going to say to be grouped.**

CHAIRMAN: *Madam, I am not forcing you to say anything, it's just my question.*

A: *Yes, because the letter is there. So I am aware of recommendations of people being sent to do work.*

Mr Harrison, I am not aware of subletting, I am not aware of the subletting of work. These two letters are clear.

CHAIRMAN: *So I must just read it and don't ask you nuh question?*

A: *No you can ask, it is your right.*

CHAIRMAN: *For last year Christmas did you sign off on Christmas work that came through the Constituency Office of the Hon. Miss Lisa Hanna, whether it is CDF or it is Special Employment Programme?*

A: *Yes, I did.*

CHAIRMAN: *At that time did you sign off on work for one individual where a number of other individuals were paid?*

A: *You are asking me the same question.*



CHAIRMAN: *I am entitled to do that. I can do that.*

A: *And it is the same answer.*

CHAIRMAN: *Well say that.*

A: *It is the same answer.*

...

A: *I am not aware that it is for a million people.*

[OCG Officer]: *Miss Hall, you said you were in receipt of this letter under the signature of Miss Hanna, MP, South East St. Ann, which was sent to Mrs Moveta Monroe?*

A: *Yes.*

Q: *Can you tell us how it is that this letter was treated by the Council?*

...

A: *I just got that list and we engaged the people on the list.*

...

A: ***I got the list and we engaged the people accordingly; the works were given out, the works were taken up and payments made. I am not aware of any meeting arising from that letter.***

[OCG Officer]: *What actions you personally took in relation to this letter dated December 10, 2014?*

A: *Me personally?*

Q: *Yes.*

A: *I referred it to the officers.*

Q: *Which officers?*

A: *The officer who would be intimate with that area, South East St. Ann, Alwyn Brown. It's special money so it's given to the Accountant, Miss Janet Henry, I think at the time, yes.*



Q: So you are saying that when this letter was received by the Roads and Works Department no contracts were yet prepared?

A: I am not aware of that.”³⁴(OCG Emphasis)

Ms. Janet Henry, Works Overseer, St. Ann Municipal Corporation, was summoned by the Contractor General and questions relating to the utilization of group payment, *inter alia*, were posed. The following is a verbatim extract of questions posed and the responses provided:

“A: Joan McDonald get a contract for a lot of different districts so we met face to face with the leaders of each district.

CHAIRMAN: What you talking about now?

A: I am saying that she got a contract for different districts.

CHAIRMAN: How you know?

A: Yes, because one person don't get a contract for one district.

CHAIRMAN: Ma'am, you just answering questions that I don't ask you. Continue speaking, ma'am. What else you say now?

A: I am saying that maybe I know her face but not the name; maybe I cannot pick it up.

CHAIRMAN: What you tell me about she get contract for more than one division? How you know one person get contract for more than one district?

³⁴ Transcript of OCG Hearing involving Ms. Althea Hall which was held on October 16, 2016, pages 51- 61



A: *What I am saying she don't get contract for one district, is a lot of districts she get contract for.*

CHAIRMAN: *That lady? How you know?*

A: *Because we don't pay \$419,000 for one district.*

CHAIRMAN: *You know I am glad you are here. I don't ask you any of those things. I am glad you here and sit down and listen. So how you do it? You don't pay for one; tell me what is done.*

A: *She get the contract for a lot of districts so she get for Golden Grove, Claremont and so on, and then...*

CHAIRMAN: *That lady?*

A: *Yes.*

...

CHAIRMAN: *Continue telling me about Joan McDonald then.*

A: *What I am saying, I am looking at the rate, you know because I don't pick up her face, I am looking at the rate. But I am saying that during the Christmas time, one person will get contract for a lot of districts so we go to the area leaders and give them the work.*

CHAIRMAN: *One person meaning grouped together in groups?*

A: *Yes.*

CHAIRMAN: *So one person is selected and that person grouped to pay for all the other people in the district?*

A: *All the other districts.*

CHAIRMAN: *You never tell you Supt 'bout that yet? The Supt don't know about that?*



Don't look at her, I am right here. The Supt don't know about that, ma'am?

A: **Should.**

CHAIRMAN: *She is right beside you.*

A: **What I know is that we go out and give to the different group leaders and she is the person that has the contract to supervise the different groupings, the different districts.**

...

A: **...When we go to the district and we meet with the group leaders for them to do the work and then she goes and supervise. The group leader also supervises the work too. As the paper indicated, that I gave you, those were the list of names of persons they should make payments to, but we meet with the group leaders.**

CHAIRMAN: *Payments or work give out to?*

A: *Those are the persons who supposed to contract the work because we meet with group leaders, area leaders, and we give out the work to the area leaders.*

CHAIRMAN: *Let us start again. The documents that you gave me, the ones that are labelled JH1 and JH2, you met with those persons?*

A: **I met with group leaders and I also met with them too along with the area leaders.**

CHAIRMAN: *And you gave those persons work?*

A: *Yes, according to the programme that was set out.*

CHAIRMAN: *And those persons also hire other people?*



A: *No, the programme that is set out, it sets out that the area leader may employ ten persons in each district.*

CHAIRMAN: *So you have that piece of paper too?*

A: *No, I don't have it.*

CHAIRMAN: *That is a political letter?*

A: *No. Let me check and see I think I have some here.*

(Witness searches through papers)

...

(Documents passed to Chairman) ”³⁵.

During the course of the hearing, Ms. Janet Henry provided the Contractor General with the following documents, *inter alia*, which were labelled as exhibits and also read into the formal record:

1. Letter dated December 18, 2013, which was addressed to Mr. Alfred Graham, former Secretary Manager and signed by Ms. Andrea Smith for Ms. Lisa Hanna, Member of Parliament.
2. Letter dated December 17, 2013, which was addressed to Mr. Ivor Earle, former Superintendent, Roads and Works, and signed by Mr. Ezekiel Russell for Ms. Lisa Hanna, Member of Parliament.
3. Letter dated December 18, 2013, which was addressed to Mr. Alfred Graham, former Secretary Manager and which was written on the letterhead of the Ms. Lisa Hanna, Member of Parliament.

Of note, the aforementioned letters are identical copies of the “Group Payment” letters referenced at Appendix 3, 4, 5, and 6 and quoted verbatim in this report.

During the referenced hearing, Ms. Henry provided the OCG with a justification for the utilization of “Group Payments” by the St. Ann Municipal Corporation. The following, *inter alia*, was stated:

“A: ...because of time we couldn’t make it up for every gang leaders, so we were advised to do group payments

³⁵ Transcript of Hearing which was held on October 16, 2015, involving Ms. Janet Henry, pages 94-100.



***because of time.** We couldn't make a individual bill for each gang leaders''³⁶. (OCG Emphasis)*

Mr. Alwyn Brown, Assistant Superintendent, St. Ann Municipal Corporation was also summoned by the Contractor General and provided the following information regarding the utilization of Group Payments by the St. Ann Municipal Corporation.

*“Chairman: Are there any instances where you give out work because of this group system, that the person who you give it out to is not actually the person who sign that they got it? Let me ask it another way. **You know that there is this system where they have these group payments, so one person come and collect the money for everybody?**”*

A: ***Yes sir.***³⁷ (OCG Emphasis)

The OCG also questioned Ms. Andrea Smith, CDF Consultant, in respect of the utilization of ‘Group Payments’ in the award of contracts for which CDF funds were utilized. In this regard, the following questions were posed and responses provided:

*“Chairman: **You are aware of the concept of group payments, madam?**”*

A: ***Yes sir.***

...

Chairman: You are aware that it is done. You are aware that it came out of the desire to prevent congestion at the Parish Council that one person would collect on behalf of a number of persons?

A: *Yes, sir, that was explained to me.*

³⁶ Transcript of Hearing which was dated October 16, 2015, involving Ms. Janet Henry Pg. 26.

³⁷ Transcript of hearing involving Mr. Alwyn Brown dated October 16, 2015. Pg. 42.



...

CHAIRMAN: *And you are aware that letters have been written by your Member of Parliament to the Parish Council advising them to do so.*

A: Yes, sir.

...

Chairman: *...The person whose name appears for this group payment is normally somebody who is trusted in the community and somebody who the Member of Parliament can rely on to pay the people who have worked?*

A: *Yes, sir.*

CHAIRMAN: *Have you ever personally selected persons to whom a group payment is to be made?*

...

A: No, not personally.

...

CHAIRMAN: *Do you have any way of knowing in your office, for that contract that is given to Joan McDonald, who all the persons were who worked on that project? Do you have any documentation to show that?*

A: No. What we usually do is to call them and ask how many persons were used, not who are the persons that were used.

CHAIRMAN: *So in relation to Joan McDonald, did you do that, in relation to her? Can you recall?*

A: *I don't remember how many persons she used.*

CHAIRMAN: *Do you remember if you called her to ask how many persons she used?*



A: *Usually we do it, yes.*”³⁸

During Ms. Lisa Hanna’s appearance before the Contractor General on October 26, 2015, the OCG was again advised of the established practice of “group payments”, which is facilitated by the St. Ann Municipal Corporation. Ms. Hanna stated, *inter alia*, as follows:

*“...The Parish Council cannot administratively, which is what they have said to us over the years, process 800 cheques, so what they ask for are recommendations from the Members of Parliament to give maybe 10, quote and quote, Contractors who would be responsible for employing those people and they then would check that the work is done and once the work is done...”*³⁹

Having regard to the aforementioned statement, the letter of December 10, 2014, which was addressed by Ms. Hanna to Ms. Moveta Munroe and copied to officers of the Corporation, was directed to the attention of Ms. Hanna and the following question posed:

“Mr. DIRK HARRISON:

In respect of the second line, commencing, "I am requesting and ending the fourth line at time," I am requesting that the payments be grouped, that is what you referred to earlier when you spoke of possibly eight hundred persons. We were told or during the course of

³⁸ Transcript of hearing dated November 11, 2016, involving Ms. Andrea Smith. Pgs. 2-6

³⁹ Transcript of Hearing involving Ms. Lisa Hanna which was dated October 26, 2015. Pgs. 13-14



this investigation that it was thought best that at Christmas time not to have such congestion in the Parish Council office and have so many persons. The question therefore is, is this the reason behind this grouping, that payments be grouped, that you would have one person, well, 8 persons under this project collecting, as against having all the contracted persons collect money?

HONOURABLE LISA HANNA, MP: *That is not my desire, sir, that is the Parish Council Administrative desire. That is what they have asked over the years and how they have asked that it be done.*

MR. DIRK HARRISON: *Can you reference any document, or is this a verbal communication in respect of the desire to be done this way?*

HONOURABLE LISA HANNA, MP: *I don't have any documents here with me, but I know that I have spoken to persons at Parish Council, Mr..., The Superintendent of Works, I have also spoke to the CDF office, I have also spoke to my own CDF Manager who over the years --*



because this is something that has been done over the years and it is not only me as a Member of Parliament, but the Councillors as well that are asked to group payments because they just administratively couldn't process all of the persons that would be coming down to the Parish Council to be paid.⁴⁰(OCG Emphasis)

Under cover of letter which was dated, December 18, 2015, Ms. Lisa Hanna provided the OCG with a Memorandum which was sent to Mr. Alfred Graham by Mr. Xavier Munroe, Acting Deputy Superintendent of Roads and Works, St. Ann Municipal Corporation. The Memorandum which was dated December 9, 2015, bore the caption, “*Christmas Work Programme- December 2015*”, and stated, *inter alia*, as follows:

“Please be advised that the Roads and works Department has received the following Christmas Work Programme to date.

- *Claremont Division*
- *Beecher Town Division*
- *Exchange Division*

In order to meet implementation and payment schedule it is of great importance that we receive the remaining Christmas Work Programme from the other Councillors of the respective divisions.

⁴⁰ Transcript of Hearing involving, Ms. Lisa Hanna, dated October 26, 2015. Pages 17 and 19.



N.B Councillors are advised that the Department will not be accepting programmes outlining group payments.” (OCG Emphasis)

It is instructive to note that the referenced directive was issued subsequent to the initiation of the OCG’s Investigation.

Ms. Hanna also provided the OCG with a copy of a letter which was addressed to her by Councillor, Ian Bell. The letter noted, *inter alia*, the following:

“This is to inform you that Acting Deputy Superintendent Xavier Munroe, had circulated the attached memorandum to all Councillors of the St. Ann Parish Council as to his decision not to accept any instruction as to group payments in the St. Ann Parish Council. He also indicated at Finance Committee Meeting on Wednesday, December 9, 2015, that he will not be entertaining any instructions of group payment from any Member of Parliament in the parish.

He said while two persons or so can collect payments for each Division, it must not be stated in the MP’s correspondence that it is a GROUP PAYMENT. Essentially, all the persons you have listed to collect the payments can still do so if you amend your correspondence without the word GROUP.

You are to note, however, that in my eight years as a Councilor in the St. Ann Parish Council that this has never been a challenge, as this requirement has never been made of us before.”

Having regard to the disclosures and representations made to the OCG by the Officers of the St. Ann Municipal Corporation and operatives of the Office of the Member of Parliament South East St. Ann, the OCG, during a hearing, which was held on June 1, 2017, required the former Secretary Manager, Mr. Alfred



Graham and the current Chief Executive Officer of the St. Ann Municipal Corporation to respond directly to the utilization of this facility. The following representations were made:

“Q: Let me just get straight to the chase, I start with this famous term called ‘group payments’. We have a number of letters which we have received from Miss Andrea Smith...

We have received a number of letters from her signing on behalf of Miss Hanna, and we have also received about one or two letters from Ms. Hanna herself signing on her own behalf directing that group payments are to be made to particular persons. Can you tell me before I go to the letters what is your understanding of the group payment?

A: My understanding of group payment – as I said this is just my understanding because there is nothing formal about it – they would contract for work to be done in a particular area, lets say on a particular street; they would use one- not one person, they would use a number of persons to do the work but the payment would have been made to one individual and that individual would have responsibility for paying all the other persons who were engaged on that project. That is my understanding of it based on the explanation that was given tome[sic]

Q: Ms. Lisa Hanna... has said in plain words that it is the Parish Council who said that it should be done this way because the Parish Council was concerned about its accounts department being flooded at Christmas time with all these hundreds of people, and what the



Parish Council caused the MP to do is the very same thing. Can you comment on that?

A: *I am not aware of that and there is communication between Miss Hanna and myself relative to that. Unfortunately I don't have access to the communication but when I queried one of these group payments she wrote me indicating that it was the Parish Council that indicated that. I wrote back and asked for the evidence, who in the Parish Council, I said the Parish Council as a Parish Council cannot tell you that. Who in the Parish Council tell you that? I asked her for the evidence, I did not get a response but there is written communications between Miss Hanna and myself relative to this.*

Q: *...at no time did you as Secretary/Manager communicate to any of the Members of Parliament in St. Ann that any group payment should be the way that you go?*

A: *At no time, no time did I do that.*⁴¹ (OCG Emphasis)

Notwithstanding the aforementioned, and as it relates to the letter of December 10, 2014 which was addressed to Alfred Graham by Ms. Hanna authorizing payment to specified persons, Mr. Graham did acknowledge and confirm that he authorized the group payment which had been requested by Ms. Hanna. In this regard, Mr. Graham stated that “...The MP made a request to the Office of the Prime Minister through Mrs. Munroe, the OPM approved it. Based on the approval from the OPM we implemented the program based on that approval.”⁴²

The facility of Group Payment was enquired of by the Contractor General during the hearing involving Mrs. Claudiah Carter, the current Chief Executive Officer, St. Ann Municipal Corporation. Specifically, the OCG

⁴¹ Transcript of Hearing which was dated June 1, 2017, involving Mr. Alfred Graham. Pages 17 and 18.

⁴² Transcript of Hearing which was dated June 1, 2017, involving Mr. Alfred Graham. Pages 21-22.



sought to ascertain her awareness of the facility and/ or practice:

“Q: ...You are aware, Miss Carter, that what is happening in respect of this - I used the word awful, I think, earlier, group payment.

There is this notion that the Parish Council then and the Municipal Council now, because I hear it is still being done up to December of last year, but we will get to that, that because the Parish Council doesn't want all these people at the cashier at Christmas, hundreds of people, the Parish Council has insisted that these groups, that the Member of Parliament should provide names, and this person should collect for a number of persons and they can disburse the money rather than piling up all the people at the Parish Council. Have you ever heard of this?

A: **No, I have never heard of that, sir. I have heard of the group payment, though.**

Q: *Has it happened in your time in terms of issuing groups?*

A: **I am not aware because when the contracts come to us, they have an individual's name on the contract so I would not be aware that this amount is going to be paid to a number of persons.**⁴³

The Inability to identify the ‘true’ Beneficiaries of Group Payments and/or Contracts

Based upon the representation made by Ms. Andrea Smith and Ms. Lisa Hanna, specifically as it regards the insistence, on the part of the St. Ann Municipal Corporation, that payments be grouped, and that the letters

⁴³ Transcript of hearing which was dated June 2, 2017, involving, Mr. Claudiah Carter, Pages 11 and 12.



which are appended to this Report at Appendices 3, 4, 5 and 6 are a manifestation of the inability of the Corporation to process individual contracts and/or cheques for the ‘intended beneficiaries’ of CDF projects within the constituency, the OCG sought to ascertain whether Ms. Hanna was able to identify the actual beneficiaries of each ‘group contract’/ ‘group payment’ which was issued. The OCG, during the course of a hearing, wherein, Ms. Hanna was summoned to appear before the Contractor General, utilized the contract and cheque which was made payable to Ms. Sandra Garrick in the amount \$415,000.00 to ascertain the identity of the intended and actual beneficiaries, giving consideration to the assertion that the contract and payment were grouped. The following representations were made in this regard:

“MR. DIRK HARRISON: *...Miss Garrick, Miss Sandra Garrick appeared before us and indicated that she did no work at the location identified as Ramble to Faiths Pen. I am just indicating what she has said just in keeping what we have said about documents and accuracy of them. She says further, that she only did work at Golden Grove to Lydford Cemetery for the cheque for \$415,000.00. She said she cashed the cheque for that amount of \$415,000 and gave the money to Councillor Bell on the instructions of Andrea Smith, are you able to comment on that?*

MINISTER LISA HANNA: *No, sir.*

MR. DIRK HARRISON: *Miss Garrick indicated that she only received \$40,000.00, so, here's my question, could you indicate from that document that you just looked at that Miss Smith sent to us, that latest document, what does it indicate Miss Garrick was paid in the*



description of these areas that she worked?

MINISTER LISA HANNA: Golden Grove, \$40,000.00, I believe.

MR. DIRK HARRISON: So, the question therefore is, is there, Miss Sandra Garrick based on Miss Smith's record was paid \$40,000.00 to work in that area, however there was a cheque for \$415,000.00, is there any way for any explanation to be given based on office records as to accounting for that?

MINISTER LISA HANNA: You would have to talk to the Parish Council, because based on letter that I would have sent, asking that the persons, these are the persons to be paid, so that the other persons could have been paid. Sandra Garrick would have known about that.

MR. DIRK HARRISON: How would she know that?

MINISTER LISA HANNA: Because I would have said to her, Sandra I am recommended -- because the Parish Council would have asked KP they can't make all the thing and they are asking that you pay all these persons under this particular issue, si [sic] it's not something she would not have known.

MR. DIRK HARRISON: But you have nothing like that in writing? You telling her once again, verbally?

MINISTER LISA HANNA: The only thing that is in writing is what the Parish Council asked me to submit, and they prepared all the



documentations and they called, they make the work and by right they should, even if they select the people, but they check the work, were these people paid, like for instance under Mile End, under Walkerswood, etc. Were they paid for the work done? Why you doing that?

...

MR. DIRK HARRISON: Thank you. I am not doing it to be condescending or patronizing, I'm just -- I am asking, were the persons not paid, because I think in the last discussions that we had -- I can tell you...

MR. DIRK HARRISON: They would have blocked the roads if they are not paid.

MINISTER LISA HANNA: Dem block one last week.

...

MR. DIRK HARRISON: Let me put it this way. Even better, thank you. ... I want to see the list of all the persons who were paid from that \$450,000.00 [sic] dollars. So, me asking you that, let me help you, Miss Smith says the document doesn't exist, it doesn't exist. So we are just going around in circles. So, I keep on asking for reconciliation, there's methods to the madness.

MINISTER LISA HANNA: But what I am saying to you is, that is Parish Council's remit, not my remit. During all of the deliberations, I think one of other objections or goals we are



trying to get, is trying to stream the system or how to improve the system.

MR. DIRK HARRISON: *Madam Minister, if you write a letter to the Parish Council be it LH(1) or the other documents that have been signed on your authorization, AS1 through to 4 and you say to them please pay this person as collector, the persons collecting for some people, so if you are signing that letter then tell me the record who it is when you sign LH1, who are the persons that those persons are collecting for.*

MINISTER LISA HANNA: *By right, the Parish Council should cross check, with the other documents that have been sent to identify if work has been done and to sit with the person and say look, these are the persons that you will be responsible for. They are the implementing agency.*⁴⁴ (OCG Emphasis)

Further, during the mentioned hearing the OCG sought to ascertain the processes, if any, which have been established to account for the persons who have been engaged within the system of “group payments”. The following questions and responses provided by Ms. Hanna are instructive:

“MR. DIRK HARRISON: *Now, say for the reliance on the fact that you don't have a revolt by contractors as evidence of the fact that they have not been paid, is there any system in your*

⁴⁴ Transcript of Hearing involving Ms. Lisa Hanna which was dated December 10, 2015. Pgs. 90-95.



office to determine persons who have been paid.

MINISTER LISA HANNA: **Yes. Auhm, random calls are made by me to find out if they were paid and if they don't I get called, and one or two roads get blocked and I have to go up there and deal with it.**⁴⁵

Similarly, the OCG required that Ms. Andrea Smith account for all persons engaged as well as the manner in which payments were made in respect of each “grouped” contract/cheque. Ms. Smith, by way of correspondence to the OCG which was dated April 15, 2016, stated, *inter alia*, as follows:

“A request was made by the OCG for a list of all labourers the amount they received and their contacts [sic] that were contracted to each contractor from periods 2012 to 2014. I am unable to fulfill that request as my records would indicate I was in contact with only the contractors [sic]. I don’t know the persons who were employed to each contractor. However, I had requested the above request from Ms. Lisa Hanna based on the fact that I was investigative leave and I would not have had the resources to compile such large document.

...

*It is not my intension [sic] to obstruct the OCG investigation I have been nothing but cooperative with the OCG investigation. Whatever documents that were in my possession and was requested I have submitted to the OCG.*⁴⁶ (OCG Emphasis)

The OCG highlights, at this juncture, that Mr. Alfred Graham, former Secretary Manager, St. Ann Municipal Corporation was required to appear before the Contractor General on June 1, 2017 and provided the following responses to questions which were posed by the Contractor General:

⁴⁵ Transcript of Hearing involving Ms. Lisa Hanna which was dated December 10, 2015. Pg. 109.

⁴⁶ Correspondence which was sent to the OCG by Ms. Andrea Smith which was dated April 15, 2016.



Q:

Miss Hanniford has indicated on the contract where it has description of work, where it says: Work done throughout sections of New Hall, York Castle, York, Bensonton, Corner Shop, Cross Roads – and it has two areas: Drumley and Crowley. She says that the only place she worked is Cross Roads, so she is saying this all is not true. She says the only place she worked is Cross Roads. When you look on the flip side of the contract, she identifies her signature on the document – Exhibit BH 2 – identifies her signature, but she was paid \$475,000 and the contract says, as I understand it but you could tell me if its any different, that she did \$475,000 worth of work. She is saying I did not work in the other areas. So my round up before the question is that this is not true, so she agreed that it is not true that ‘I did \$475,000 worth of work’.

So when we have a group payment that is made to her for \$475,000 worth of work, based on the authorisation of Miss Munroe and instructions of the MP, and the facilitation of the Parish Council, its perpetuating a fraud because she admits – and this contract is saying ‘work done’, it is signed by Alwyn Brown: ‘work satisfactorily done’. But she said she didn’t do this work. So we can understand now why I am going in the direction of this group payment, all the problems it creates from a legal standpoint.

So the question is now, after that long run-up: What is the sort of due diligence process that is exercised internally whether by the internal auditor or otherwise, to check that the descriptions are accurate



and that the persons actually do work in the area?

Can you speak to that?

A: *The process is that Mr Alwyn Brown who is the person who engages the contractor on behalf of the Parish Council, he would contract the person, assign the work to him, when the work is completed he would have checked to make sure it is completed. The officer above Mr Brown would be the Deputy Superintendent or the Superintendent would do random checks at various points to ensure that what is on paper is what has been done. The internal auditors are independent, they can take voucher, take a program and look at it and go independently, or they can ask the office supt., please send me the officer who implemented these programs to take me to all the sites so that I can do some random checks to satisfy myself. The internal auditors are independent, that is their responsibility or a part of their responsibility.*

Q *Were you aware, Mr Graham, that this sort of thing was happening in terms of the group payments, that people were actually signing the contracts saying they did work when they didn't do work in certain areas. Were you aware of that?*

A: *No.*

Q: *Because even when you look at the face of the contract, it says meters: 1900; rate: \$250; and she admits that, Miss Hanniford, 'I did not do work in all these areas'. So she went on further, that the money she got she gave it to Councillor Lydia Richards and she got back \$25,000. That's all she got, \$25,000. She hands the money to Councillor Lydia Richards; she doesn't know what happens to the rest.*



A: *Well, it says Bensonton and she's the Councillor for the Bensonton Division.*

[OCG Officer]: Mr Graham, you indicated earlier that in terms of the verification and monitoring that is done by the Parish Council, it would be Mr Brown or the person who is issuing the work that would check to see that the work is done. So in this case with Babbeth Hanniford where she was given \$475,000 worth of work and the areas listed by Mr Harrison, and where Miss Babbeth Hanniford gives evidence that she only worked in Cross Roads, who would Mr Brown check with to see that the [sic] \$457,000 value of work was actually completed, if Miss Hanniford who he issued the work to, only can account for Cross Roads?

CHAIRMAN ...

A: *... Mr Brown is the person who is saying the work was done and done to his satisfaction; it is Mr Brown's supervisor, or one of his supervisors because we have about three levels above Mr Brown, who would check to verify that work has been done satisfactorily and the rates are fair and reasonable. In addition, the internal auditors, the Councils' two internal auditors, they are independent, they are there to ensure – one of their responsibilities is to do value for money audit.*⁴⁷

It is instructive to note that Mr. Alfred Graham was the accountable officer, for the St. Ann Municipal Corporation during the period November 2012 through to February 2016 and in so far as it relates to the responsibilities which are accorded by the Financial Administration and Audit Act (FAA Act).

⁴⁷ Transcript of hearing involving Mr. Alfred Graham which was dated June 1, 2017, Pgs 22-25.



The Process Utilized in the Implementation of the Contracts

Mr. Alfred Graham, by way of his response to the OCG, which was dated June 24, 2015, advised the OCG of, *inter alia*, the following, as it relates to the implementation of CDF projects:

“When funds for projects have been released to the Council by the Constituency Development Fund (CDF) Unit, Council will subsequently receive further communication from the Office of the Member of Parliament, indicating persons to be engaged for work in relation to works that may be carried out by direct contracting and in relation to Human and Social Development Programme a list of beneficiaries would also be received from the Office of the Member of Parliament. When list are received from Office of the Member of Parliament for Work Programmes, these are referred to the Superintendent of Roads and Works of the Council for implementation...

For the period January 2012 to March 2014 Mr. Ivor Earle, now retired, was the Superintendent of Roads and Works, while Miss Althea Hall has been the Superintendent since March 2014.”

Mr. Graham further explained that;

“When recommendations for implementation of projects/programmes are received from the Office of the Member of Parliament, once they are within the scope/ purpose of the approve project documents received from the CDF Unit, they are referred to the relevant officers ... for implementation. Once the programmes have been implemented and completed, the relevant officers (Supt. Roads and Works, Inspector of Poor or Director of Finance) ensures and certifies that work is done to satisfaction and/or goods received in good condition.



Payment Vouchers are then prepared and submitted to the Accounts Department of the Council for processing of cheques. Once cheques have been processed for payment, the payee or his /her authorized agent visits the Cashier to collect same.”⁴⁸

In respect of the name(s) and title(s) of the officers with direct responsibility for the implementation of CDF projects, Mr. Graham informed the OCG of the following personnel within the St. Ann Municipal Corporation:

Table 1⁴⁹

Name of Officer	Title	Period
Ivor Earle	Superintendent of Roads and Works	January 2012 to March 2014
Althea Hall	Superintendent of Roads and Works	March 2014 to Present
Althea Hall	Deputy Superintendent Roads and Works	2012 to March 2104
Dwayne Johnson	Deputy Superintendent Roads and Works	January 2013 to May 2015
Alwyn Brown	Assistant Superintendent Roads and Works	Not stated
Rohan Bernard	Assistant Superintendent Roads and Works	Not stated
Kamani Wallace	Assistant Superintendent Roads and Works	Not stated
Alton Fowler	Works Overseer	Not stated
Janet Henry	Works Overseer	November 25, 2013 to present
Romaine Christie	Works Overseer	July 1, 2014 to present
Sandrina Duncan	Works Overseer	January 7, 2013 to present

⁴⁸ Response which was received from Mr. Alfred Graham dated June 24, 2015.

⁴⁹ Compiled based upon the response which was received from Mr. Alfred Graham dated June 24, 2015.



Name of Officer	Title	Period
Conway Cameron	Works Overseer	Not stated
Xavier Munroe	Acting Deputy Superintendent Roads and Works	June 2015 to present

The OCG conducted a review of the job descriptions for the posts mentioned in Table 1 above, and during the course of a hearing which was held on October 16, 2015, specific questions were directed to the officers of the St. Ann Municipal Corporation as it regards their performance of obligated functions and responsibilities. The following verbatim extracts of the transcript of hearing involving Ms. Althea Hall are instructive:

“CHAIRMAN: Let us start with, in terms of your job functions. I know your general job description, your job function but it is outlined or was outlined to us by the Secretary Manager. You could tell me if you agree. One of your job functions is preparation of Estimates?”

A: Yes, sir.

CHAIRMAN: Another is the Implementation and Monitoring of projects?

A: Yes, sir.

CHAIRMAN: Certification of work that are they are satisfactorily completed?

A: That actually goes through an officer before it comes to the Supt, but the final certification is me.

CHAIRMAN: When you certify that work is satisfactorily completed, you just signing that somebody else



signed, you are not signing that you know it was actually done?

A: Some because it is not humanly possible to go and check everything but I do sign on the basis that the officer found the work satisfactory, is satisfied that the work was done properly.

CHAIRMAN: But In some cases you are saying you will actually check?

A: In some cases I do check.

CHAIRMAN: Also one of the job functions is processing of payment vouchers for submission to the Accounts Department? Is that part of your function too?

A: Yes, it is.

CHAIRMAN: You would agree with me that part of your function also is that if you determine that something is not done properly, procedure is not followed you either wouldn't sign off on it or you stop the process?

A: Yes, sir.

CHAIRMAN: In terms of you physically monitoring projects, whether it is to verify that work is actually done or just monitoring generally, you say it is not physically possible to be everywhere?

A: No.

CHAIRMAN: So what sort of system or assistance you have in place to monitor projects?



A: *I have a Deputy Superintendent. At present I have three Assistant Superintendents; you have Superintendent, Deputy Superintendent, three Assistant Superintendents and I have probably about four Works Overseers. They are the ones who do most of the monitoring at the base level.*

...

CHAIRMAN: *You would agree with me that in some cases, persons are actually signing that work is satisfactorily done and actually don't check the work?*

A: *No, sir, I am not aware of that.*

CHAIRMAN: *Never heard of it, that it happened in St Ann?*

A: *I am not aware of it, but what I am aware of, I let every officer know the importance of signing their name that the work is done. I make sure to drill that in everybody's head. Don't send a bill to me if you have not seen it; better you defer it for another week.”⁵⁰*

Ms. Janet Henry advised the OCG of the following as it relates to the manner in which she executes her job functions as Works Overseer:

“CHAIRMAN: *In the present post you are called upon from time to time to sign off that works are satisfactorily completed, ma'am?*

⁵⁰ Transcript of Hearing dated October 16, 2015, involving Ms. Althea Hall. Pgs. 35- 36.



A: *Not like that, we are given instructions to go out and give out work.*

CHAIRMAN: *Deputy Supt or the Supt, ma'am?*

A: *Most times it is from the Supt. We go out and give out the work. We sometimes measure it whenever we are giving it out so when we go back...*

CHAIRMAN: *Sometimes?*

A: *Most times we do.*

CHAIRMAN: *Sometimes you don't do it?*

A: *Sometimes. It all depends on the circumstances.*

CHAIRMAN: *But you are supposed to do it all the time?*

A: *Yes, we are supposed to do it.*

CHAIRMAN: *And sometimes you write that you do it and you don't do it?*

A: *No, we don't write that we do it.*

CHAIRMAN: *Because you are not asked to write?*

A: *We are not asked to write.*

CHAIRMAN: *But sometimes you don't really do it?*

A: *Most times we do. There are times when we cannot measure the work, based on the circumstances; maybe the area, there is a lot of overgrowth there.*



CHAIRMAN: *That's why them bush it.*

A: *Yes, but sometimes we cannot measure all of it but most times we do, but at Christmas time we do measure the work.*

CHAIRMAN: ***So do you make a note and put somewhere that you could not measure all the work, ma'am?***

A: *Yes, we make a note.*

CHAIRMAN: *Where is that?*

A: *I don't take it with me because that's my personal note; the Supt don't ask me for that, but during the Christmas work...*

No, I am saying that sometimes we go out there we cannot measure it but when the work is finished we do measure it.”⁵¹

“CHAIRMAN: ...

*Now madam, you were speaking about what happens in terms of measurement. **So sometimes contractors are given work and they don't know how much work is actually to be done.***

A: *They do.*

CHAIRMAN: *They know that is from mile post (x-y).*

A: *From one district to another for during the Christmas work it's always from one district to another.*

⁵¹ Transcript of October 16, 2015 involving the appearance of Ms. Janet Henry. Pages 82 to 84



CHAIRMAN: *And it is a set thing like it is a mile?*

A: *Yes. They bush both sides of the roadway but we use our wheel measurement and measure it.*

CHAIRMAN: *You are supposed to before the contractor starts tell them what the rate is and find out if they agree to it?*

A: *Yes, we do.*

CHAIRMAN: *Every time?*

A: *Yes, we do because when we go out in the district is always a group leader that we meet with. Every district always has a group leader. We always tell them the rate that they are going to get.*

CHAIRMAN: *Persons sign contract? You give them contract to sign, ma'am when you go out and measure the work to give them?*

A: *No, I don't give them the contract to sign.*

CHAIRMAN: *Where they sign, who sign it?*

A: *They come to the office. After the work finished we prepare the bill and they come to the office and sign it off.*

CHAIRMAN: *Contract I talking 'bout you know.*

A: *We use a SR, not a contract form because we use post accounts so it's a contract form.*



CHAIRMAN: *What a asking you, dem don't sign something before that set out the rate?*

A: *No, we tell them the rate.*

CHAIRMAN: *Suppose them say them not agreeing to it?*

A: *They are always in agreement.*

CHAIRMAN: *Miss Henry, always?*

A: *Most times, because our rate is the NWA rate it is the rate that is used.*

CHAIRMAN: *No matter but you still can negotiate, Miss Henry.*

A: *Yes but the rates that we use for bushing is two hundred to two fifty, so that's the rate that we let them know that we are using.*

CHAIRMAN: *(Indicating) This is the from [sic] you call SR Form, ma'am?*

A: *Yes, it is.*

CHAIRMAN: *It have a section for the contractor to sign here, ma'am?*

A: *They sign right here --(indicating)-- but is after we prepare the bill they sign it, after the work is finished.*

CHAIRMAN: *Miss Henry, you never know that - this not supposed to sign before the work start?*



A: *No. That's not what my supervisor told me to do. I am acting on instructions.*"⁵²

It is instructive to note that, based upon the disclosures made regarding the signing of "contracts" subsequent to the completion of works, the Contractor General required that Ms. Althea Hall, the direct supervisor for Ms. Janet Henry, be invited to join the proceedings, with a view to not only substantiate the representations made by Ms. Henry, but to respond to questions relating to this practice. In this regard, the following representations were made:

"CHAIRMAN: *Madam Superintendent has entered the room again. Madam, you are still under the oath that you took earlier.*

Who is the supervisor for Miss Henry?

MS. HALL: *I supervise Miss Henry.*

CHAIRMAN: *This contract here, this contract form that is used here where you set out description of the work; on the back the contractor signs; is that supposed to be signed by the contractor before the work is done to set out - sir/ madam, this is the rate, this is the distance and you are supposed to sign the contract before the work start, ma'am?*

A: *Normally the contract is supposed to be signed after the work is done.*

CHAIRMAN: *It's supposed to be signed after?*

A: *Yes, after the work is done.*

CHAIRMAN: *Not before?*

A: *It shouldn't be signed before.*

CHAIRMAN: *So how somebody can sign a contract after them do the work? I don't understand that.*

⁵²Transcript of October 16, 2015 involving the appearance of Ms. Janet Henry. Pages 82 to 87.



A: **The agreement is there already, verbal agreement is there; you go out there with them and you show them the work.**

CHAIRMAN: *I am just repeating what you said. As you say it I am just repeating it.*

A: *Oh.*

CHAIRMAN: *You are saying that contractor (x) you say to him...*

A: *Normally we don't ask them to sign this unless we go out there and look at the work to see that it's satisfactorily done first, because if we go out there and the work is not satisfactorily done, is either we ask them to fix it up or something or would indicate to them that it can't be paid without it being done.”⁵³*

Having regard to allegations which were made that contractors were required to sign, in some instances, “blank forms”, the Contractor General directed the following questions to Ms. Henry:

“CHAIRMAN: ...
Miss Henry, when you say the process that you follow in terms of the contract being signed after the work is done, have you had persons sign blank forms?

A: **No, I have never done it.**

CHAIRMAN: *When you have persons sign the description is filled out by you?*

A: *Yes I wrote it.*

CHAIRMAN: *And you filled also all the others?*

⁵³ Pages 88-89



A: *All the other forms.*

CHAIRMAN: *And the back is filled out in terms of the money to be paid?*

A: *Yes.*

CHAIRMAN: *When persons sign the contract you would agree with me that - well after they sign the contract, you would agree with me you take the contract and you send it down the line? When I say down the line, I mean either to your supervisor for payments to be made?*

A: *Yes sir.*

CHAIRMAN: *And you are saying to me that in all the cases when you do that, the persons know how much money they are going to be paid.*

A: *Yes, because actually when they are signing the form they will see the amount?*

CHAIRMAN: *They will see the number?*

A: *Yes, they will see the amount.*

CHAIRMAN: *Thank you.*

A: *Yes.*⁵⁴

Mr. Alwyn Brown, Assistant Superintendent, Roads and Works Department, St. Ann Municipal Corporation during his appearance before the Contractor General on October 16, 2015, advised the OCG of the manner in which works are issued by him to contractors conducting works relevant to bushing and drain cleaning. The following was stated:

“A: Well I inspect the site prior, apply the

⁵⁴ Pages 91- 92



relevant rates and get the go ahead to commence the works and after I am advised that it is completed I visit the site and make sure it is satisfactorily done and then prepare the payment voucher.

...

Chairman: This other contract is for Mr. Roderick Riley, you have signed that work is satisfactorily done, is that your signature sir?

A: Yes sir, that is my signature.

Chairman: And when you say satisfactorily done that means you have physically gone each time and checked yourself?

A: Yes sir

Chairman: You don't take pictures?

A: Some instances but not in every case, sometimes the Supe instructs that he or she needs pictures or sometimes we will for our own personal assurance, but not every time.

...

Chairman: This contract here, another one for Mr. Riley, did you give out that work to him sir?

A: Yes.



Chairman: Do you know if he did the work or is somebody else?

A: Well, I can't recall exactly because this is patching work, so he wouldn't be the person who does all of this work on the document.

Chairman: Why you say that? Oh you mean because he would subcontract it out?

A: Yes.

Chairman: Do you know him to be somebody who does asphalt work; have experience with working on the road?

A: Well, he is around those kinds of jobs sometimes

Chairman: I know, but when you sign as satisfactorily done, do you know him as somebody who is competent to do the work, that is what I mean?

A: Well my assessment is of the works done, not of him.

Chairman: But in instances, suppose them carry a garbage man to come and do road work, do you play a role and say that this man musn't get the work or because the MP recommend him you just go along with it?

A: There wouldn't be any way of me knowing, I would have to see him carry out the works and then I would identify that this person is incapable of doing this type of work or it is unsatisfactorily done.”⁵⁵

⁵⁵ Hearing dated October 16, 2015, involving Mr. Alwyn Brown. Pages 45-47.



Having regard to the issuance of “blank contract documents”, the OCG during the referenced hearing directed the following questions to Mr. Brown.

Chairman: Have you ever had persons signed contracts that people sign blank forms?

A: No sir.

Chairman: Never?

A: If I am on a site and I have made agreement with John Brown per say as to carry out some work from point A to B, we agree at a rate then in the interest of time I may have him sign the document and prepare it.

Chairman: You make him sign it blank?

A: If we have already worked out a rate I will have him sign in the interest of time.

Chairman: Blank?

A: Yes sir.

Chairman: And then after him gone you fill out the rest?

A: Just follow with the information as agreed.

Chairman: And after him gone you fill it out as agreed, but at the time that he signs it blank, in the interest of time when you have done it, no money amount is written on it?

A: On the document itself?

Chairman: Yes sir, that is why I say blank, no money



don't write on it and the rate, in the interest of time him just sign him name on a blank form?

A: *Well, it is not a normal every day procedure.”⁵⁶*

Mr. Alwyn Brown, during a hearing which was held on October 22, 2015, also advised the OCG that the only document utilized by St. Ann Municipal Corporation to record the contract description, the contract value, the contract commencement and completion dates and all other pertinent details concerning the contract, inclusive of the contractor’s signature in respect of the works, is not a contract document, but what is regarded as an “SR Form”. The following was stated during the course of the referenced hearing:

A: *One of the problems I am having is the reference to these documents as contracts. As I am aware, we refer to these documents as SR Forms or payment vouchers, right. The persons who sign these are not necessarily the persons who actually carry out the work.*

...

Since I have been working at the St. Ann Parish Council, as I said before, these documents are usually referred to SR Form or payment vouchers. We have actual contract documents that are used when we are giving out a contract to somebody, per se, to carry out certain works. So the term, using the term contracts now is causing a little difficulty for me. Because it is leaving me in a state of confusion, I don't know what to answer to, because as far as I know,

⁵⁶ Transcript of Hearing involving Mr. Alwyn Brown, which was dated October 16, 2015. Pages 50-51.



and I am concerned, this is not officially a contract.

...

Chairman ... In terms of the relationship between the contractor and the representative from the Parish Council, to include yourself, there is no other document that is signed by the contractor to represent that there is an agreement between himself and the Parish Council?

A: Yes, sir, there is a contract document that we have, standard contract document at the Parish Council. And that is utilized for drain cleaning and bushing? If it exceeds certain sums.

Q: What is the amount?

A: Well, I am aware that sums Five Hundred Thousand and below.

Q: Don't use the contract?

A: Right.

Q: And we are interested in all those sums of Five Hundred and below, that is drain cleaning and bushing.

A: Okay.

Q: So that is why in answer to your question, the SR Form, for all intents and purposes, is the



agreement between the contractor and the Parish Council, and that is why I refer to it as the contract.

A: *Okay.*

CHAIRMAN: ***You would agree with me, for values below Five Hundred Thousand, there is no other document that shows an agreement between a contractor and the Parish Council, only the SR Form?***

A: ***Yes, sir, there is no other.***⁵⁷ (OCG Emphasis)

Having regard to the issue of the signing of “blank” contract documents, the Contractor General posed questions to Ms. Althea Hall, former Superintendent Roads and Works, St. Ann Municipal Corporation. It is instructive to note that both Ms. Janet Henry and Mr. Alwyn Brown report to Ms. Hall, in respect of the functions performed by them at the St. Ann Municipal Corporation:

“CHAIRMAN: *Are you aware of blank forms being signed at the Parish Council and people leave them and the form is filled out at the Parish Council by the Parish Council officials.*

A: *In general? That's a general question?*

CHAIRMAN: *It's in relation to drain cleaning and Christmas work.*

A: *If I am aware of blank forms that are signed and just left? Could you repeat the question please?*

CHAIRMAN: *You said it exactly.*

⁵⁷ Transcript of Hearing which was held on October 22, 2015 involving Mr. Alwyn Brown. Pages 58-65.



A: Yes.

CHAIRMAN: You know of that and that is done; blank forms, Madam? You mean people just sign a blank form and leave it?

A: Usually when they are signing they know what they are supposed to be signing for and normally when they come they are sent to the particular officer. Normally we ask them where you did the work and so on, they are directed to that officer. So them signing in the presence of the officer, that agreement would be there between them and the officer even if they sign it blank.

CHAIRMAN: And you are sticking by that answer? You are not seriously saying that? In this day and age in Jamaica's industry, you are saying that as Superintendent you are aware of instances that persons come there and sign blank forms and then the information is filled in by whom, the rest of the information?

A: The Works Overseer.

CHAIRMAN: And you would agree with me that there is a process that before somebody signs the work description should be filled out, they should be advised of the rate, they should be advised of the sum and they sign thereafter?

A: I would agree, sir, a hundred per cent



CHAIRMAN: *And yet you are saying that you are aware that persons are signing blank forms and the Works Overseer is filling it out after.*

A: *I would agree with you a hundred percent.*

CHAIRMAN: ***So have you done anything to stop that practice, ma'am?***

A: ***Some bill we have written up before, the people just come and sign; read the document first but I am not denying that blank forms have been signed.***

CHAIRMAN: *As Superintendent have you done anything to stop that practice?*

A: *Yes.*

CHAIRMAN: ***Are you aware that signing blank forms is potentially leading to corruption and things happening behind the scene, ma'am?***

A: ***It could.***⁵⁸

⁵⁸ Transcript of Hearing held on October 16, 2015, involving Ms. Althea Hall. Pages 46 - 48.



The Process Utilized for the Selection of Contractors

Having regard to the disclosure by the St. Ann Municipal Corporation that the contractors to whom contracts were awarded for the performance of de-bushing and drain cleaning works, in respect of the CDF, are recommended by the Office of the Member of Parliament, South East, St. Ann, the OCG posed the following questions to Ms. Andrea Smith, CDF Consultant, during her appearance before the Contractor General on July, 15, 2015:

“Chairman: Do you have anything documented or anything that is utilized by way of a, for guidance, how you select contract, how contractors are, what are the eligibility criteria if any, for contractors, not selection but what is that one needs to bring to the table for say bushing and drain cleaning, is there any eligibility requirement there?

...

A: **Well we have persons who are reputable and trustworthy within the constituency and those persons would have been considered as well as persons who are unemployed, so that is also a consideration.**⁵⁹ (OCG Emphasis)

As it regards the manner in which contractors are advised and contacted in respect of the award of contracts, Ms. Smith advised the OCG of, *inter alia*, the following:

“A: *The persons are advised with myself and the Implementing Agency, sometimes they ask us, they ask me to do the calling for them to ask them to come into the office and then they will go to the*

⁵⁹ Transcript of Hearing involving Andrea Smith dated July 15, 2015. Pages 19 and 20.



officer to go and look at the various location and what to be done.

Chairman: ... the process is the same for both advising of the project being approved and the contractor being approved, if it's the same process that is adopted by you and the Implementation Agency to contact persons?

A: Yes.

Chairman: Now, does the Member of Parliament play any part in terms of contacting these persons for project and contractor being approved?

A: Yes, she does.

Chairman: To your personal knowledge, can you say how this is done by the Member of Parliament?

A: It's the same as telephone.”⁶⁰

⁶⁰ Transcript of Hearing involving Andrea Smith dated July 15, 2015. Pages 25-26.



Representations Made by the Contractors in Respect of the Manner in which the Contracts were Awarded

Having regard to the representations which were made to the Contractor General concerning the manner in which certain contracts were awarded by the St. Ann Municipal Corporation, and specifically the utilization of the facility of “group payments”, the OCG deemed it prudent to ascertain, directly from the contractors, the processes which were utilized as well as the means through which the contracts were obtained, executed and implemented. In this regard, the contractors listed in Appendix 2 of this report were summoned to appear before the Contractor General on September 28, 2015, October 1, 2015, October 16, 2015, October 22, 2016, June 1, 2017 and June 2, 2017. The OCG has represented, hereunder, details of the contracts which were awarded to the respective contractors as well as the representations made by them:

Mr. Blyden Brown

Mr. Blyden Brown was awarded a total of three (3) contracts during the period 2013 and 2015. The contracts were entered into between Mr. Brown and the St. Ann Municipal Corporation individually valued at \$285,000.00, \$18,000.00 and \$80,000.00. The contracts were all signed and dated by Mr. Blyden Brown, however, the contract which was in the amount of \$285,000.00, was not signed by the responsible officer within the Corporation, indicating whether the works had been satisfactorily completed by Mr. Brown.

In addition, the OCG observed that for the contract which was awarded in the amount of \$18,000.00, the St. Ann Municipal Corporation failed to establish and/or record the quantity of works performed or the rates which were applied in respect of the payment made.

Mr. Blyden Brown, by way of a Statement which was provided to the OCG and dated June 4, 2015, advised the OCG of the circumstances under which he was awarded a contract by the St. Ann Municipal Corporation in the following manner:

“In the year 2011 (I do not remember the month) I was in Claremont and Miss Ann Smith (at that time she was the Secretary of Constituency Office in Claremont) contacted me from the M.P’s office to do bushing and drain cleaning work on



the main road from Moneague to Claremont. I normally carry out bushing and drain cleaning work on the roads. Miss Smith informed me that there was money allotted for the road and she was going to review who is involved to work on the road.

When I went to the constituency office she told me that some names were there and the amount of money each person was to receive.

Miss Smith indicated to me that \$280,000 was to be used for bushing and drain cleaning. She then informed that the breakdown of the allotment was as follows: Reginald Christie would get \$80,000; Roderick Riley is to get \$50,000; Oswald Jarrett would get \$40,000. From the remaining balance of \$110,000, I was to receive \$70,000. She said to me that she is also to receive funds from the \$110,000, the M.P. Lisa Hanna is to receive funds from it and also "P" who is the Driver for the M.P.

Reginald Christie, Roderick Riley and Oswald Jarrett are personally known to me. Roderick Riley is my brother.

I completed a mile of road (bushing and drain cleaning). Reginald Christie, Roderick Riley and Oswald Jarrett also completed works as well.

I received a cheque in the amount of \$280,000 from the St. Ann's Bay Public Works Department (National Works Agency). I changed the cheque at National Commercial Bank and paid Reginald Christie, Roderick Riley and Oswald Jarrett based on instructions which were given by Miss Smith.



Miss Smith still works in the constituency office. She is in charge of monies that are submitted to the constituency office.

After I received the payment of \$280,000.00, by way of Miss Smith's aunt named 'Dimples' I sent \$15000.00 cash to Miss Smith as her portion/payment. Because I was aware of the "bandoloo" that was going on I decided to keep the \$25000 which was also to be given to Miss Smith.

Because Miss Smith was upset about the money I had withheld from her, for two years she did not speak to me or give me any work.

In December 2013, Miss Smith contacted me (by phone). She asked me to go to the St. Ann Parish Council ... to sign a contract. She said someone was to go and sign it but the person was in Kingston.

Based on Miss Smith's instructions, I went to the Parish Council and signed a contract. I do not know what the contract was about.

I simply affixed my name and signature to the contract which was handed to me by Miss Janet Henry (Works Overseer) at the Parish Council. Miss Henry asked me for my ID and TRN and I handed it to her.

I did not receive a copy of the contract.



I returned to Claremont and a few days after one of my friends who was collecting money from the Parish Council informed me that the cheque was ready.

I went to the Parish Council in St. Anns Bay collected the cheque and went to Bank of Nova Scotia (BNS) St. Ann's Bay to change it.

I returned to Claremont and enquired of Miss Smiths whereabouts and she was not at the constituency office. I heard she was by the Barbershop in Claremont so I went there and took out the envelope with the money and handed it to her...

Miss Smith placed the money in her handbag and told me that it was Lloyd's money. No last name was given.

I thought the Lloyd she referred to was the Councillor who is known to me. I subsequently phoned Councillor Lloyd and informed him that I just gave Miss Smith some money that I heard was for him. His response was that he did not know anything about it as it was not his money.

I do not know if any work was done in relation to the contract I had signed at the Parish Council in December 2013.

The contract had indicated a sum of \$300,000.00. When I went to the bank I received \$285,000.



I did not receive any payment from signing the contract at the Parish Council in December 2013 nor from collecting the money associated with it.

I... subsequently carried out bushing works through Parish Council in December 2014. However in that instance I was contacted by Miss Steer of the Claremont constituency office.

Regarding the bushing works for December 2014, Miss Steer told me that she saw my name on the list for some work to be done but she did not know the price for the work.

Based on the information I received about the bushing works for December 2014, I phoned Miss Smith but she did not answer. I subsequently went to the office and saw her personally and she said she knew I was trying to contact her but she did not wish to answer as she had heard that her name is on tape about money. She then asked me, "Which one of the sides are you on?" I asked her to clarify what was meant by the question and she asked if I was on the M.P's side or Lloyd's [Garrick] side. So I told her that Lloyd and I have been friends for years. I subsequently left the office.

I had gotten the bushing work I was contacted about by Miss Steer. I completed 1 mile of bushing and drain cleaning from Fern Court to the clock in Claremont. I was paid \$40,000 cash by Miss Steer in the constituency office for the work.

Since December 2014, I have not been contacted by the constituency office regarding works.



I spoke to Miss Smith about 2 weeks ago as she intervened on a phone call I was having with Miss Steer. She informed me that she is aware that I have been calling her name about money. She said to me that, “You fi come off the phone johncrow a dead yuh fi dead.” She then said that she heard what I had been saying around Claremont about her and she is going to sue me.

I had not informed the M.P. Lisa Hanna about the issues concerning Miss Smith. However, from 2014, I heard rumours in the community that the M.P. Lisa Hanna wished to have a meeting with me, Councillor Garrick and Miss Ann Smith. To date I have not been contacted about this meeting.

I had spoken to Councillor Garrick regarding the money I had collected and the manner in which Miss Smith was operating in the constituency office. I cannot recall when he and I had this conversation. However at the time, Mr. Garrick said to me that he knew of things that had been occurring in the office from before.

I did not contact the Parish Council or the NWA about this matter.”⁶¹

During his appearance before the Contractor General on September 28, 2015, Mr. Blyden Brown verified as being true the statement which was provided to the OCG and further stated the following:

“Q: Did Miss Smith tell you about go and collect the money after -- when she called you and tell you to sign, she tell you that at the

⁶¹ Witness Statement which was provided to the OCG by Mr. Blyden Brown on June 4, 2015.



time say you must go collect cheque at some point too, she did tell you that?

A: No, when I go down there and signed the contract she told me that whenever...

Q: She who?

A: Miss Smith. Whenever time the cheque is ready, I have to go for it, sign and collect it and change it.

Q: Now, at any time, then or now, did you think that that was something illegal, sir?

A: Well, yes, something like that because she just ask me to go down there, because I was in Claremont. I was in Claremont going home and the rain was falling and she asked me and I said I was going home now and she said all right the person is in Kingston, so fe me can go down there and do it for her, I said, okay, I will just go down there and do that for you.

Q: You never ask her why she nuh go sign it?

A: No, mi never ask her. The reason why I never ask her is because I know plenty of that going on in the constituency, is not me alone, more people go down there and do those things.

Q: So when you do it, you just doing her a favour or you doing it to get a little money from it. What was the reason for doing it for her?

A: Doing it as a favour for she, not to collect, for she.”⁶²

A copy of the contract which was entered into between the St. Ann Parish Council and Mr. Blyden Brown in the amount of \$285,000.00 was shown to Mr. Brown, where he identified his signature. The following statements were also made by Mr. Brown as it regards the manner in which the contract was issued to him:

“Q: Now I am going to show you a copy of a document and you

⁶² Transcript of hearing involving Mr. Blyden Brown dated September 28, 2015 pgs.10-12.



can tell me if this is the one you signed.

(Document shown to Mr Brown)

Do you see your signature there, sir?

A: *Right there, sir.*

Q: *When you signed that piece of paper, it did blank of things did write on it. Is it a blank piece of paper you signed?*

A: *Blank.*

Q: *Nothing neva write on it?*

A: *No, only, blank piece of paper. When I sign it, I just sign my name down here at the bottom with the TRN and she just take the TRN.*

...

Q: *No, tell me what she tell you. What Miss Smith tell you to do.*

A: *She said, go down there and ask for one Brown.*

Q: *Brown?*

A: *Yes, that is the overseer but when I went down there I neva see him, is one Janet Henry, overseer sign it up.*

Q: *The one that she tell you to ask for, you did know who she was sending you to?*

A: *No, sir. I never know him.*



Q: So when you see Janet Henry what you tell her?

A: I told her that Mr. Smith send me come down there to sign a contract and she said come inside and I went inside, she asked me for my TRN and me ID, I take it out and gave it to her.”⁶³

The OCG provided Mr. Brown with a copy of the cheque which was issued by the St. Ann Municipal Corporation in the amount of \$285,000.00, and upon inspection he identified his signature on the back of the cheque.

“Q: I am going to show you a copy of the cheque. (Document shown to MrBrown)

You see your signature on the back of that photocopied cheque?

A: Yes, sir.”⁶⁴

In a similar vein to the disclosures which were made in Mr. Brown’s Statement of June 4, 2015, the following representations were reiterated during his appearance before the Contractor General on September 28, 2015, as follows:

“A: She [Andrea Smith] call me in her office and said to me, Big Cream I have \$280,000 to spend and she sit down around the table with me and she give me three names, she write them out, she said Reginald Christie to get \$80,000, she said is \$280,000 gwine spend. Reginald Christie to get \$80,000, Roderick Riley to get \$50,000 Oswald Garrett to get \$40,000 and she said \$110,000 going to leave. Out of that \$110,000, 70 coming out there for my work that me do, she said to me say out of the \$110,000, the PM [sic] and me Andrea Smith...

⁶³ Transcript of hearing involving Mr. Blyden Brown dated September 28, 2015 pgs.12-14.

⁶⁴ Transcript of hearing involving Mr. Blyden Brown dated September 28, 2015 pg. 15



Q: Which MP?

A: Lisa Hanna, that is what she tell me. Lisa Hanna, she, Andrea Smith and one name P, that a him drive the MP must get out of the \$110,000. So mi look at it and mi say my 70 have to come out of there because I do to work too. I went and collect that money and I pay the \$80,000 to Reginald, because everybody do work that time, 50 to Roderick Riley, that is my brother, \$40,000 to Oswald [Jarrett] and the other \$70,000 paid out to my workers, it leave \$40,000. When I collect I was down by the car park in Claremont she keep on calling me.

Q: She who?

A: Andrea Smith and said..."

The aforementioned scenario outlined by Mr. Brown was corroborated, in parts, by Mr. Roderick Riley, who was stated to have been “sub-contracted” who performed a portion of the works and to whom the sum of \$50,000.00 was stated to have been paid. Mr. Roderick Riley advised the OCG of, *inter alia*, the following:

“CHAIRMAN: *Now, Mr Bliden [sic] Brown, your brother, has said that he did work, it was a NWA, what you would call old time Public Works contract and after him change the cheque for \$28000, he paid you \$50000.00 for the bushing and drain cleaning work. You remember any such occasion?*

A: Yes, sir.

CHAIRMAN: *And when that was done you did work from where to where?*

A: That is for the fifty thousand?



CHAIRMAN: *Yes, sir.*

A: *Round by Beechamville where the HEART School is and heading to Golden Grove, sir.*

CHAIRMAN: *Now, you know Mr Oswald Jarrett, sir?*

A: *Yes, sir.*

CHAIRMAN: *Was he working at the same time in relation to that same project?*

A: *Yes, I think him get a leg. I think him get piece. Me nuh member who and who did get piece.*

CHAIRMAN: *Mr Reginald Christie was also there getting a leg too, sir?*

A: *Him tek up from my side heading back to Claremont.*

CHAIRMAN: *When you say your side, your side is which point?*

A: *Coming from the HEART School heading back to Claremont.*

CHAIRMAN: *Now the work that you did on this occasion, this was specifically bushing and drain cleaning?*

A: *Yes, sir.*

CHAIRMAN: *On this occasion when you were paid the \$50,000.00, how many people you hired?*

A: *I hire about nine of them for two days.*

CHAIRMAN: *You recall how much you paid them?*

A: *Two thousand a day, sir.*

CHAIRMAN: *And that is thirty-six thousand?*

A: *Thirty-eight.*

CHAIRMAN: *And you get twelve thousand?*

A: *Yes, sir.*

CHAIRMAN: *Now, how you got that work? Is it that your brother contacted you?*



A: *Yes, sir, he was the one who call me and tell me about it, sir.*

CHAIRMAN: *Miss Andria [sic] Smith never spoke to you about this one at all?*

A: *No, sir, it was Bliden [sic] who tell me about this work because him say him get a form with some names and what have you.*”⁶⁵

It should be noted however, that Mr. Oswald Jarrett who appeared before the Contractor General on October 1, 2015 provided the following representations as it regards the allegations which were made by Mr. Blyden Brown:

“CHAIRMAN: *Now, you know "Mr. Big Cream", Blyden Brown, you know him by that name, sir?*

A: *Yes, sir.*

CHAIRMAN: *Have you ever done work, a mile of road yourself; Reginald Christie, Roderick Riley, the three of you did bushing and cleaning on a mile of road?*

A: *No, sir. No, sir, I never do any bushing, none of them pon the road.*

CHAIRMAN: *And you have never ever done any bushing or...*

A: *No, none at all.*”⁶⁶

In respect of the allegation which was made by Mr. Blyden Brown in relation to a contract for which he was instructed by Ms. Andrea Smith to apportion a segment of work to Mr. Oswald Jarrett and other persons mentioned herein, Mr. Jarrett made the following representations:

⁶⁵ Transcript of hearing involving Mr. Roderick Riley dated October 22, 2015. Pgs. 39-41.

⁶⁶ Transcript of Hearing involving Mr. Oswald Jarrett which was dated October 1, 2015. Pg. 96.



“CHAIRMAN: Mr. Blyden Brown, otherwise called "Big Cream", sey that you, Reginald Christie and Roderick Riley and him completed a mile of road bushing, draining and cleaning, and he said that he got a cheque for \$280,000 and him give you \$400,000 [sic]?

A: Me?

CHAIRMAN: You Mr. Oswald Jarrett.

A: No, sir. No, sir. Mi and him never work nowhere at all pon no road.

CHAIRMAN: And you also have never ever done any contract as a subcontractor fi nuh drain cleaning, never done that?

A: No, sir. The only drain I clean in Claremont is the one over the church one time, just one time.

MS. WRIGHT: How much did you get to clean that drain?

A: \$10,000.00.

Q: \$10,000.00.

CHAIRMAN: And who paid you that?

A: The Councillor.

CHAIRMAN: Mr. Weir?

A: I don't sign no cheque or nothing, they just come and pay me.

CHAIRMAN: Is there anything you can think of why "Mr. Big Cream" would call your name and make up a story like that, based on what you are saying,



why would he call your name and make up a story like that against you?

A: *I don't know, me want to find out that.*⁶⁷

Having regard to the allegations which were made by Mr. Blyden Brown, concerning the award of a contract by the National Works Agency (NWA), in 2011, the OCG, by way of a requisition which was dated November 1, 2017, requested that Mr. Everton G. Hunter, CEO, NWA, provide certain particulars relevant to the award of any contract by the Agency to Mr. Brown for the conduct of works in South East, St. Ann. The following response was provided by Mr. Hunter:

*“To the best of my knowledge and based on checks made of the Agency’s financial records. I am not aware of any contract that was awarded in the amount of \$280,000.00. **The Agency’s records do however indicate that a contract was awarded in the amount of \$249,600.00 on June 16, 2011 to Mr. Blyden Brown for works carried out in South East St. Ann under the Flood Mitigation Programme 2011.**”⁶⁸ (OCG Emphasis)*

Mr. Hunter also provided the OCG with a copy of the referenced contract and payment voucher which were prepared by the Agency. The OCG’s review of the contract indicate that it was dated and signed by the contractor on June 16, 2011 for the provision of labour to “ ... *clear and remove wash down silt & debris blocking road way to dump...*” from Moneague to Green Park. The works were performed at a rate of \$1,200 with the stated quantity being 208m³. The payment voucher noted the certification of the Programme Manager verifying that “*...the goods/services [had] been satisfactorily provided and that the rates/ prices are fair and reasonable and the relevant financial instructions have been followed.*” The payment voucher also indicated that the sum of \$244,608.00 was made payable to Mr. Blyden Brown subsequent to the relevant statutory deduction. Instructively, the documentation provided by the NWA included before, during and after photographs of the execution of the contracted works.

⁶⁷ Transcript of Hearing which was dated October 1, 2015 involving Mr. Oswald Jarrett. Pgs 96-98

⁶⁸ Response dated November 3, 2017, which was received from Mr. Everton G. Hunter, CEO, NWA.



Mr. Blyden Brown advised the OCG of a taped conversation involving members of the South East, St. Ann Constituency and himself, where he spoke of concerns involving the subject Office of the Member of Parliament, South East, St. Ann. The following, *inter alia*, was stated:

“Q: *All right, let's pause here a minute. This recording that was played to you that was same as you did said before, when you had this conversation with Miss Smith, where you talking with her on it? Somebody can play back a record of everything you said that mean when you were talking to Miss Smith somebody had taped you?*

A: *No, not that time. Not that time.*

Q: *So the play back, how them play it back?*

A: *All right, I was in a discussion with about four to -- about nine persons up by Moneague College and is there someone tape.*

Q: *Okay, you never know they were taping you?*

A: *No I never know. We was talking about the Constituency Office, saying that it is not running good and what is what and what, so my discussion was she call me to do that work and I tell them that I go down there and collect it and she tell me that the MP, she and what is what to get.*”⁶⁹

In relation to the cheques which were collected by Mr. Brown from the St. Ann Municipal Corporation, the following representations were made:

⁶⁹ Transcript of Hearing involving Mr. Blyden Brown which was held on September 28, 2015. Pgs. 20-21



“Q: Now the work that you were just telling us about, the one for \$280,000, you went and change this cheque yourself too?

A: Yes, I went and changed it myself.

Q: And then pay the people?

A: Yes, I pay them.

Q: But you also went and change one for \$285[sic]?

A: Yes, sir.

Q: That one that you said should have been 300, you went and change that one. So is two?

A: Is two I went for and change.

Q: One you never do any work and one you do work?

A: Yes.

Q: Just a minute, sir. Now when the cheque was ready for this work for \$280,000, when you paid these persons, the names you mentioned before, Miss Smith tell you when the cheque was ready and you went for it?

A: No, she never tell me when it ready.

Q: Look at paragraph 8, "I received a cheque in the amount of \$280,000 from the St, Ann's Bay Public Works Department, National Works Agency. I changed the cheque at National Commercial Bank and paid Reginald Christie, Roderick Riley and Oswald Jarrett based on instructions that were given by Miss Smith;" that is correct?

A: Yes, sir.

Q: So she told you when the cheque was ready for \$280,000?

A: Yes, she said mi must pay these persons.



Q: And she told you to pay the persons?

A: Yes, because is me -- what you call it now, the contract.

Q: So she never tell you when to collect the cheque, she just tell you who to pay?

A: Yes, who to pay.

Q: Let me just back up a bit. The cheque for \$285,000 that I shown you earlier, you said you never do any work at all on that one?

A: Nothing, nothing at all.

Q: Now there is cheque here now for \$280,000, where Oswald Jarrett, Reginald Christie, and Roderick Riley, you pay them money?

A: Yes, sir.

Q: That one work was done?

A: Yes, work was done for that.

Q: And that one at paragraph 8, you said you received a cheque in the amount of \$280,000, is that the same \$280[sic] cheque?

A: Yes, is the same \$280 cheque where the work was done \$280

Q: What I am trying to get at, Miss Smith tell you who to pay?

A: Based on the instruction that I get from her, she call me in the office before the work was done and she told me that Reginald Christie to work from there to there.

Q: So she tell you who to hire?



A: *Yes, he told me that.*

Q: *Now, on page 2, paragraph 10, you have, "After I received the payment of \$280,000..." The top of page 2, "After I received the payment of \$280,000 by way of Miss Smith's aunt, named Dimples, I sent \$15,000 cash to Miss Smith as her portion payment." How you sent that to Miss Smith?*

A: *I gave her niece to give it to her.*

Q: *Her niece or her aunt?*

A: *Aunt, sorry.*

Q: *So you know if she get it?*

A: *Yes, she get it.*

Q: *How you know she get it?*

A: *Because, well, I know she get it because to the feeling how she react to me. I know she get it.*

Q: *What you mean, when you see her she never say anything to you, what you mean?*

A: *All right, let me explain. The reason why I know that she get it, she get it, I know she get it, for about two years she never say anything to me or talk to me until about 2013, because she usual to -- like if she want any little thing, like to sign or to go down Parish Council maybe she would ask me to do it but through me change this cheque now, the \$40,000, she did want me to carry it come and give she for she to share up for the PM [sic], she Andrea Smith and one name P.*

Q: *So what you did?*

A: *So I had the 40,000 and I take out \$15,000 and gave her niece and I sent it to her and I keep back the \$25,000.*



Q: So why you did that, why you never send all the money?

A: No, sir. Because I know it was bandooloo, so I keep the \$25,000.

Q: Now you said at paragraph 11 at page 2, because Miss Smith was upset about the money I had withheld from her for two years she did not speak to you or give you any more work.

A: Yes, sir.

Q: But she contacted you two years later and ask you the first thing to go and sign something?

A: Yes, because it was emergency and she couldn't get no one to go and do it. Is the same Reginald Christie she was asking to go and do it but Reginald Christie was in Kingston doing some business on that day. So I was in Claremont and when I get the call from her the rain was falling and I said to her, you know I am going home now because I have to go to work later and she asked me to go down there and I said, okay since I am in Claremont let me just go down there and do it for you.

Q: Now when you collected the cheque for \$285,000, the first one we spoke about today, you never get any money from that?

A: Not even a dollar.

Q: So why you never take money out of that too?



A: *When I collect that money, I get it, change it, put it in a Scotia bag, fold it up, put it in my pocket, when I came to Claremont I called her on her phone, couldn't get her and then when I called her, she told me she was up by the barber shop.*

Q: *All right, what I am asking you, just like how you said earlier, because you know that it's bandooloo money, the \$40,000, you sent 15 by her aunt Dimples and you keep \$25,000. Seeing that you go and sign, you never know that this was bandooloo too?*

A: *Well to be honest with you, mi wouldn't know that because she just ask me to go down there and do it and mi just do that and carry the money and give her same place by the barber shop and as I give it to her, she put it in her hand bag, put it on her shoulder and she said -- I never ask her no question -- she just say to me seh, Big Cream is Lloyd money. I never ask her no question, I just give her the money, she said is Lloyd money and I came down from the upstairs, go on the road, take out mi phone, when she said is Lloyd money, is one Lloyd I kinda put in my brain and said is that Lloyd and I called him and he said no, is not his money.*⁷⁰

The OCG during the course of a hearing which was dated July 15, 2015, the Contractor General advised Ms. Smith of the allegations which were made by Mr. Blyden Brown, to which she responded in the following manner:

“Chairman: Now do you know one Mr. Bliden [sic] Brown otherwise called ‘Big Cream’

A: *Yes I do.*

⁷⁰ Transcript of hearing involving Mr. Blyden Brown which was dated September 28, 2015. Pgs. 23-29.



...

Chairman: ... can you say whether or not he had been awarded contracts to do bushing and drain cleaning work in South East St. Ann constituency?

A: Yes

...

Chairman: *Mr. Bliden [sic] Brown has indicated that in 2011 that you made contact with him advising him of work in the constituency ... can you comment on that, that you may have contacted Mr. Bliden [sic] Brown in respect of... bushing and drain cleaning work on the main road from Moneague to Claremont?*

A: *I recall Mr. Brown getting work but I don't remember exactly the specifications of what he got but I know he got work.*

...

Chairman: *Now Mr. Bliden Brown has advised that you indicated to him ...it is a contract which was executed, signed by Mr. Bliden Brown on the 6th of December 2013... in respect of providing labor and tools, specifically...in respect of work done in respect of a drain from road at Church Hall Road to the drain at Claremont Post Office and this is in respect of a contract which was signed on the 6th of December 2013. This was a payment of \$280,000, \$285,000. Mr. Bliden [sic] Brown has indicated that you said that \$280,000 was to be used for bushing and drain cleaning, that you informed him that the breakdown of allotment was as follows: Reginald*



Christie would get \$80,000, did you say that to Mr. Bliden [sic] Brown?

A: I don't remember if we had any dialogue in terms of breakdown.

Chairman: Further that Roderick Riley is to get \$50,000.00?

A: Yes.

....

A: ...Mr. Christie and Mr. Riley as is said, those persons were in fact employed to Mr. Brown

Chairman: Mr. Brown was what?

A: Mr. Brown was the contractor and those other persons who have been deemed as under Mr. Brown.

Chairman: And I am being specific that Mr. Bliden [sic] Brown is saying that you told him that this was the breakdown ...

A: He gave me the breakdowns.

...

Chairman: Further, Mr. Bliden [sic] Brown has indicated that you said to him that you are to received [sic] funds the \$110,000.00?

A: No, I had no such conversation with Mr. Brown.

Chairman: That the Member of Parliament, Miss Lisa Hanna is to receive funds from it and also 'P' who is the driver for the Member of Parliament.

A: That is ridiculous, I had no such conversation with Mr. Brown.

...

Chairman: ...Mr. Bliden [sic] Brown has further indicated that after receiving the payment of \$280,000 from the bank he gave your aunt by the name of



Dimples, ... \$15,000 cash to give you.

...

A: **That is not true .**

Chairman: **and this represented your portion of the payment?**

A: **That is not true.**

Chairman: **Further, Mr. Bliden Brown has indicated in respect of the description I gave you for the contract which was executed on the 6th of December 2013, he did no work.**

...

A: **Work was done and as I said to you before, it is the implementing Agency that monitors contracts, they have the other [sic] all responsibility to monitor, verify and certify payments.**

Chairman: But you can't say for certain that work was done, or can you say for certain in this case that the work was actually done, can you Miss Andrea Smith, you just said that, can you certify to say exactly that work was done?

A: Yes, the work was done.

...

Chairman: **How are you able to say that this particular work was done?**

A: **Because one in particular that you made mention of, the Church Hall is adjacent to the Constituency office.**

Chairman: **Is there any system you have in place... is there any process in place from your office...to actually verify that work is done ...**

A: **In the festive season in regards to, or whatever time it is that work is being done throughout the**



constituency, if for example a community member knows that at a certain time that this area is scheduled for a certain operation in terms of whether it be bushing or drain cleaning and they noted that it has not been done, they would call us, I mean there are cluster managers, there are commuters, they would call the office and say this area is not done and then we make investigations into if it has been done yes or no... From time to time, either myself or the project specialist will randomly check on various projects but it is not a consistent practice.

Chairman: ... Mr. Bliden [sic] Brown further suggests that he was never ever given a contract but he signed the contract based on your instructions, went the Parish Council, this is prior to payment, went to the Parish Council and signed the contract based on your instructions and he did not know what the contract was about but he was following you. Can you comment on that?

A: That is not true.

...

Chairman: ... Mr. Bliden Brown suggests that in December 2013 he visited you at a barber shop in Claremont and handed you money in an envelope in respect of a contract that he had done no work but was giving you a payment?

A: That is not true.

...

Chairman: Further, Mr. Bliden [sic] Brown has indicated that on the second occasion you placed the money in your



hand bag and told him it was Lloyd's money.

...

A: No. ”⁷¹

Roderick Riley

Mr. Roderick Riley was awarded 16 contracts by the St. Ann Municipal Corporation, during the period August 2012 through to December 2015. The OCG has only seen evidence of 14 contract documents, given that in two (2) instances, only cheque payments were provided to the OCG. Mr. Riley, during his appearance before the Contractor General on October 22, 2015, informed the OCG that he was previously employed by the St. Ann Municipal Corporation to supervise works on occasions. The following representations were also made as it regards the manner in which the referenced contracts were awarded and Mr. Riley's engagement with the Corporation:

“CHAIRMAN: What type of work do you do, sir?

A: Work on the roads.

CHAIRMAN: What sort of work you do on roads, sir?

A: Like asphaltting.

CHAIRMAN: Asphaltting?

A: Yes, prepare.

CHAIRMAN: Prepare it. And where you get your experience from, sir?

A: Same place at the Parish Council.

CHAIRMAN: You used to work at the Parish Council?

A: Yes.

CHAIRMAN: From when and when you used to work at the Parish Council, sir?

A: I don't remember the time exact but a very long time.

⁷¹ Transcript of hearing which was held on July 15, 2015 involving Ms. Andrea Smith. Pgs. 28-42.



CHAIRMAN: *Meaning you are employed there or them give you work to do?*

A: *Well, I used to out on the field working and then after cut, then...*

CHAIRMAN: *Not understanding. You used to get cheque every month or money from Parish Council, Parish Council cheque say you work there?*

A: *Yes like fortnight.*

CHAIRMAN: *When you were working fortnightly, what type of work you used to do?*

A: *Go out in the areas, deal with the work so I get me training right there.*

CHAIRMAN: *What them used to call you? When you work there and get fortnightly pay? What you title name?*

A: ***Well maybe I would say supervise some work out there for them.***⁷²

Mr. Riley further admitted to the OCG that subsequent to his employment with the St. Ann Municipal Corporation he had been engaged as a contractor by the entity on occasions:

“CHAIRMAN: *Since that time, since you used to get fortnightly pay, from time to time now you get work as a contractor?*

A: ***Well yes, I would say contractor but it wouldn't be full contract because I didn't get the whole entire thing.***

CHAIRMAN: ***Sometimes you get subcontract?***

A: *Yes, sir.*

CHAIRMAN: *Interestingly before I go further, our records show that between 2012, this is February, 2012 to*

⁷² Transcript of hearing involving Mr. Roderick Riley dated October 22, 2015. Pgs. 32-33.



December, 2014 you have gotten two point four million dollars' worth of contracts from the St. Ann parish Council.

A: *Well, I wouldn't know about the total, you know, because I just get some work piece, piece; piece, piece.*

CHAIRMAN: *Well, we will put it to you before you leave here today and show you the cheques that you have gotten and where you have signed for each one, sir, so we will get to that in a little while. Now the contracts that you have gotten, have you got them through the South East St. Ann Constituency office or Parish Council? How you get the contract?*

A: *Parish Council.*

CHAIRMAN: *You have never gotten a contract through the South East St. Ann Constituency?*

A: *Those work what you talking about I get them straight form the Parish Council.*

...

CHAIRMAN: *Any work that you have received as a contract including the road work or bushing, you have got them only through the St Ann Parish Council?*

A: *Well bushing you have a contractor who would give me some work some times like bushing, so I don't really know where them get fi them thing from, but is contractor would call me or sometime one of the officer, I don't know the name, would call and say a going do some bushing round by like Lifespan or some place like that.*



CHAIRMAN: So you have never ever been contacted by the South East St Ann Constituency Office; the office of Miss Lisa Hanna to do work?

A: No, sir.

CHAIRMAN: Never ever?

A: No, sir.

CHAIRMAN: And you have signed contracts for all the jobs you have done? You have signed actual contract forms for all the work you have done?

A: Yes, sir, the Parish Council thing. ”⁷³

In respect of the contracts which were awarded to Mr. Riley for the resurfacing of damaged roadways, the Contractor General sought to ascertain whether Mr. Riley had the capacity to effectively execute and perform the tasks associated with this contract:

“CHAIRMAN: Now, how long were you working at the St. Ann Parish Council that gave you this knowledge of say asphaltting roads and fixing, how long were you there, this fortnightly job that you had?

A: I do a couple of years.

CHAIRMAN: About how many? You are not that old you know, Mr Riley, you must can remember it, you are not that old.

A: You see, is a long time you know, sir, so me nuh really know. About ten years fe gain experience, me go 'bout ten years, somewhere bout there because I did work with RADA same way.

CHAIRMAN: To do some of their roads?

A: Yes, farm roads. ”⁷⁴

⁷³ Transcript of hearing involving Mr. Roderick Riley dated October 22, 2015. Pgs. 33-35.



Mr. Riley also advised the OCG during the referenced hearing that for the contracts that he received and the cheques which were disbursed by the St. Ann Municipal Corporation, he collected the said cheques and paid the workers who were engaged:

“CHAIRMAN: Now, for the times that you have actually, all the contracts that you have gotten, where were you paid?”

A: Where were I paid?

CHAIRMAN: Yes.

A: Well, like when I do the road work I get pay from the Parish Council.

CHAIRMAN: And you go and collect it yourself?

A: Yes.

CHAIRMAN: And when you collect it, what you do with the cheque, you cash the cheque?

A: Yes, me cash it.

*CHAIRMAN: **And when you cash the cheque what you do with the money?***

*A: **Pay the workers.***

CHAIRMAN: Where you pay the workers?

A: Well, I can call them and pay them.

CHAIRMAN: I mean you pay them at the Parish Council, you go to another place? Is there a place you go to and pay them?

*A: **The office is in St Ann's Bay so I would have get back to the areas where the persons come from where the work is, so I go to that area and pay the people them.***

⁷⁴ Transcript of hearing involving Mr. Roderick Riley dated October 22, 2015. Pgs. 35-36.



CHAIRMAN: Like when you get work and you get a cheque in your name, you have a list, you have records of all the persons you have employed?

A: Well the list, me nuh really mek up a list because some of them me just know them by face.

CHAIRMAN: So you just have it in your head who supposed to get money?

A: Well you know the amount of days them work and all that.

CHAIRMAN: You know the amount of days, so how you know, you write that down or you keep that in your head too?

A: No, I can write it, I have a book.

CHAIRMAN: I didn't ask you if you can, I am asking if in the instances...

A: I write it in a book also.”⁷⁵

During the course of the referenced hearing, Mr. Riley verified his receipt of the cheques which were prepared and made payable to him by the St. Ann Municipal Corporation and which have been included in Appendix 2 of this report. In addition, the circumstance surrounding the award of a contract in the amount of \$324,999.00 was probed. The following discourse ensued, during which Mr. Riley admitted that the contract and payment was a “group contract”:

“CHAIRMAN: That contract is for Christmas work 2013 where you were paid \$324,999.00. Remember getting a cheque for that amount, sir, \$324,999.00?

A: That is 2013?

CHAIRMAN: This is from 2013, sir, for Christmas work done the 12th of December, 2013.

⁷⁵ Transcript of hearing involving Mr. Roderick Riley dated October 22, 2015. Pgs. 36- 37.



"Debush and remove overgrowth from both sides of roadway and side drains; excavate silt, debris and clear side drains and cross drains, relief drains and heap spoils and cutaway from sites as directed. To be done from Claremont Cemetery to Coletart [sic] Road Beechamville."

Remember that, sir?

A: *Yes, sir, the same stretch of work.*

CHAIRMAN: *Me a talk bought the money, the 324,999.*

A: *Yes sir.*

CHAIRMAN: *You remember that?*

A: *Yes, sir.*

CHAIRMAN: *You remember collecting that cheque? That in your name, that piece of road, that work, it says here was one mile for 324,000. So you see earlier you say you work one mile and get \$50,000.00?*

A: *But that is not one mile, sir. Areas join to that one, you know.*

CHAIRMAN: *I can talk now?*

A: *Yes, sir.*

CHAIRMAN: **The document says metres, 1,083 metres. When I do my little calculation the 1000 metres, it works out to one mile -- 1600 metres make a mile. This is even less than than one mile; 1600 metres make one mile. I am going to show you the document again. This says the quantity is 108.33 metres at a rate of \$300.00 and it equal to 324,999. When I showed you the document earlier, the one where you said you got \$50,000.00 from your brother; you work one mile there and get \$50,000.00, but for this less than one mile you get \$324, 999.**



A: *I don't know, maybe is when dem do dem thing...*

CHAIRMAN: *'Dem thing'?*

A: *When them cut up them work and do it.*

CHAIRMAN: *Dem who?*

A: *When the Parish Council do whatsoever them doing, sir, or the contractors do dem thing, and them cut up the work give you, them just point out a area and say do from here to there. So this now them come and tell you say - them didn't tell you about a mile or anything like that you know; them tell you now say you working from – you control that piece of stretch and then you let some people work and do whatsoever.*

...

Remember is not one person do this piece of work, sir.

CHAIRMAN: *How many people?*

A: *Is a lot of groups.*⁷⁶

Ms. Andrea Smith identified Mr. Roderick Riley in the following manner:

"MR. DIRK HARRISON: Roderick Riley from Claremont?

*MISS ANDREA SMITH: Roderick Riley is a Cluster Manager, a group member as well as a organizer.*⁷⁷

Reginald Christie

During the period under review, Mr. Reginald Christie was awarded one contract by the St. Ann Municipal Corporation in the amount of \$400,000.00. Mr. Christie, during his appearance before the Contractor General advised of, *inter alia*, the following concerning the manner in which the contract was awarded to him:

⁷⁶ Transcript of hearing involving Mr. Roderick Riley which was dated October 22, 2015. Pg. 47-48.

⁷⁷ Transcript of Hearing involving Ms. Andrea Smith which was dated January 21, 2016. Pg. 97



- CHAIRMAN:** *Okay, sir. Now sir, you ever get any contract through the Constituency Office to do work, sir?*
- ...
- A:** *Yes, sir.*
- ...
- CHAIRMAN:** *And when you get contracts somebody from the Office contact you?*
- A:** *When I get it sir, there is somebody from the Office contact me and sey that the Office will come from – Whether the Works Agency sir, the Parish Council or the NSWA [sic] will come and contact me, sir.*
- CHAIRMAN:** **Okay. So who contacted you from the Constituency Office and tell you that, sir?**
- A:** *Mister – One Russell was there, sah. Yeah Russell– Whey him name again?*
- CHAIRMAN:** *Ezekiel Russell.*
- A:** **Ezekiel Russell sir, and sometime Ann, yes.**
- CHAIRMAN:** *The lady name is...*
- A:** *Miss Smith.*
- CHAIRMAN:** *...Andrea Smith?*
- A:** *Yes sir, contact me and sey well that and that, and somebody will come to me sir, whether from Works Agency or Parish Council or NWA, sir.*
- ...
- CHAIRMAN:** **Okay. When you get work through the Constituency Office you signed any contract?**



A: **Yes, sir I go down there and sign.**

CHAIRMAN: Go down where?

A: Well either the Chappy sir, from the Works Agency or who come out and give me work sir, come out there, and they may take the picture of the site, sign it sir, you undertake the work, when the work is finished sir, suppose them tell mi sey within six days, within five days, come back and them look at it sir and...

CHAIRMAN: That is what supposed to happen every time?

A: Yes, sir.⁷⁸

In relation to the presentation of blank contract forms to contractors, Mr. Christie indicated one occasion on in which a blank form had been presented to him by an officer of the St. Ann Municipal Corporation. Mr. Christie stated as follows:

“CHAIRMAN: **Okay. When you signed any of these contracts you signed any blank form?**

A: **Well, to be truthful sir, I am not telling you nuh lie, the first time one was for blank still but I say no is not so sir, so the Chap from the Parish Council or wha' come fi write, I said I have to see what I signing for.**

CHAIRMAN: So the first time them give you a blank form to sign...

A: Come with, but I didn't sign it, sir.

CHAIRMAN: So who did that, come with the blank form to sign? That's Miss Smith or Mr. Russell?

⁷⁸ Transcript of hearing involving Mr. Reginald Christie, dated October 1, 2015, pgs. 6- 9



A: *No sir, no, sir. Is the Chappy did come with it from up there, sir.*

CHAIRMAN: *From the Parish Council?*

A: *Yes, sir.*

CHAIRMAN: *Who is that? Remember you affirm to talk the truth?*

A: *I don't remember which one of the officers.*⁷⁹

In relation to the contract which was awarded to Mr. Christie in the amount of \$400,000.00, Mr. Christie suggested that the contract was a group contract and that he may have received a portion of the money for a segment of work performed by him and persons engaged by him.

“CHAIRMAN: *All right, that is the contract? That contract for \$400,000.00. You remember the \$400,000.00 one?*

A: *Yes, sir that was a bulk of – I don't know ifa this was inna the 80.*

CHAIRMAN: *Sorry? Sir, look on the date, it says 2014.*

A: *Yes, 2014.*

...

A: *Yes sir, this is December.*

CHAIRMAN: *I know it's December, the date is there. I asked you about the contracts you have done sir, that's all I am asking.*

A: *Yes, sir.*

CHAIRMAN: *Yes, what?*

A: *You asked mi sey if there is contract I have done for \$400,000.00 odd.*

⁷⁹ Transcript of Hearing involving Mr. Reginald Christie which was dated October 1, 2015, Pgs. 10-11.



CHAIRMAN: *You did one for 400,000?*

A: *I don't know if it is the 80,000. because what generally happen, sir.*

CHAIRMAN: *Go ahead.*

A: *What happened sir, I might sign it for \$400,000.00, sir.*

CHAIRMAN: *Yes.*

A: *When it comes maybe one somebody get 80, you may do one for 80, that one, is a bulk signing, everybody don't go, I get my 80,000, I guh pay the people them wey I work, sah.*⁸⁰

Mr. Christie, during the mentioned hearing also indicated the sequence of events which took place subsequent to his collection of the cheque in the amount of \$400,000.00. Mr. Christie stated, *inter alia*, the following:

“CHAIRMAN: *And even though you signed the contract for 400,000 you subcontracted out the work?*

A: *Yes, sir.*

CHAIRMAN: *And you subcontracted out the work to how many persons, sir?*

A: *That's what I couldn't tell you, sir. Mek I guh back and tell you.*

CHAIRMAN: *Let me ask you again.*

A: *Yes, sir.*

CHAIRMAN: *Of the 400,000 you say you got 170,000?*

⁸⁰ Transcript of Hearing involving, Mr. Reginald Christie, which was dated October 1, 2015 Pgs. 16-18.



A: 170, sir.

CHAIRMAN: Okay.

A: 170.

CHAIRMAN: ...of that leaves 230, sir?

A: Yes, sir.

CHAIRMAN: Who got the rest of the money, sir?

A: Well, I couldn't tell because you have other people work down the road, somebody say them 80,000, maybe some get 40.

CHAIRMAN: Okay. Let's stop.

A: Yes, sir.

CHAIRMAN: Did you go and collect a cheque for \$400,000?

A: And change it sah and carry guh gi them and tek mi 80,000.

CHAIRMAN: 80 now?

...

CHAIRMAN: After cashing the cheque for 400,000 what you did with your money, sir?

A: I carry the cheque come sir, and I gave it to— Honestly, I tell you the truth sir, I carry it over the PNP Office...

CHAIRMAN: Yes, sir.



A: *Yes, sir. I deliver it to the girl whey dey inside – Not Russell, in Russell time, sah.*

CHAIRMAN: *What girl you gave it to?*

A: *Russell, sir.*

...

CHAIRMAN: *Awhile ago you said not Russell– You need to make up your mind you know, Mr. Christie. You gave it to the girl, which girl you gave it to, Mr. Christie?*

A: *What the other girl name mow[sic]?*

CHAIRMAN: *Did you give it to Miss Smith? She was there when you gave the money to somebody?*

A: *The morning when I come back from the bank sir, I give it to – I don't remember if Russell or she was inside so I wait outside and them carry a envelop come gi mi wid 170,000, just like that, sir.*

...

CHAIRMAN: *And who did you give it to, sir?*

A: *Either Ann or Russell sir, the Friday morning, sah.*

CHAIRMAN: *Either one?*

A: *Ann or Russell sah, the same girl Smith or Russell was in there the morning, sir.*

CHAIRMAN: *Okay. You gave them the \$400,000?*



- A: *Yes, sir.*
- CHAIRMAN: *And then you went outside to wait?*
- A: *I stop you nuh, and sit down.*
- CHAIRMAN: *She told you to wait outside?*
- A: *Yes, because them want the money fi guh
and pay the people them, sir.*
- CHAIRMAN: *They eventually called you back in?*
- A: *Yes sir, and gave me back an envelope.*
- CHAIRMAN: *Which had money in it, sir?*
- A: *Yes, sir.*
- CHAIRMAN: *How much money was in it?*
- A: *The same amount, sir.*
- CHAIRMAN: *Sir, I wasn't there.*
- A: *\$170,000, sir.*
- CHAIRMAN: **Now sir, what happened to the other
230,000?**
- A: **I could never tell you, sir.**
- CHAIRMAN: **Why you signed a contract for 400,000, sir?**
- A: **Yes, sah. The reason why sir, them sey
them making up the money in bulk, make
up the money in bulk sir, like them have
ten people sir, them ask five people to go
and collect.**



CHAIRMAN: *How you know that?*

A: *Sir?*

CHAIRMAN: *How you know?*

A: *How mi know it, sah? Well, to be honest sir, in my time sir, we have a gang that time nuh money... ”⁸¹ (OCG Emphasis)*

Mr. Christie also informed the OCG that Ms. Andrea Smith requested of him to sign the contract in the amount of 400,000.00, even though the value of the work which was to be performed by him was \$170,000.00. In this regard, Mr. Christie stated as follows:

“CHAIRMAN: *Who is it that asked you to sign for more money than you agreed to work for, sir? Was it Miss Andrea Smith, sir?*

A: *I tell you Ann asked me, sir.*

CHAIRMAN: *She asked you what?*

A: *The same contract, mi fi sign it, sir.*

CHAIRMAN: *She asked you what?*

A: *Like sey, fi sign the voucher, sir.*

CHAIRMAN: *To sign for 400,000?*

A: *Yes, sir.*

CHAIRMAN: *But you signed it even though you know it's only 170 you are supposed to get?*

A: *Yes, sir. Because she sey, them nuh waan the whole of us guh bunk up down a the...*

⁸¹ Transcript of Hearing involving Mr. Reginald Christie which was dated October 1, 2015. Pgs. 28-34.



CHAIRMAN:

Sir?

A:

Yes, sir.

CHAIRMAN:

For the 20-odd years you worked at Parish Council you don't know that's illegal sir, you can't sign for other people, sir?

A:

Yes, I know.

...

CHAIRMAN:

I am going to let you talk about your time. If you agree to work for 170,000 sir, and the lady asked you to sign for 400,000, why you sign it, sir?

A:

Because she told me sir, that is for the other people them wey work, sir.

CHAIRMAN:

But don't you understand all the years that everybody has to sign them own, sir? Because remember you tell me awhile ago you know, you weren't responsible for them you know sir, so how can you be doing that, sir?

A:

Yes, sir. I know all of that sir, but what I am just trying to say to you sir, in my time of working sir, you have 'bollo' work sah, Parish Council. You may come here, you have a gang of ten; one somebody out of the gang of ten sign, when that somebody collect the money, if



**everybody fi get \$1,000.00 you get
\$1,000.00 sir, in my time at Parish
Council, sah.”⁸²**

Sandra Garrick

The OCG’s review reveals that Ms. Sandra Garrick was awarded three (3) contracts, during the review period, by the St. Ann Municipal Corporation with a cumulative value of \$1,035,000.00. Ms. Garrick, whom it was revealed is the sister of Councilor Lloyd Garrick, appeared before the Contractor General on October 1, 2015 and advised of the circumstances under which she was engaged by the Corporation for the performance of contracts. The following, *inter alia*, was stated:

“CHAIRMAN: Okay. Do you know one Mr. Lloyd Garrick?

A: Yes.

CHAIRMAN: Who is he to you?

A: My brother.

CHAIRMAN: Now ma'am, have you ever done any work in the Constituency of Southeast St. Ann?

A: Yes, Claremont Division that I am a part of the...

CHAIRMAN: Claremont Division?

A: Yes.

CHAIRMAN: When you say you are a part...

A: You have four divisions in Southeast, so Claremont...

CHAIRMAN: Is one?

A: ...is one, and Golden Grove falls in the Claremont Division.

CHAIRMAN: Who is the Councilor in charge?

⁸² Transcript of Hearing involving Mr. Reginald Christie which was dated October 1, 2015. Pgs. 54 and 56.



- A: *Lambert Weir.*
- CHAIRMAN: *Lambert Weir. Now, Mr. Weir has given you work; you have gotten work...*
- A: *No, I got work through the Constituency Office through the MP.*
- CHAIRMAN: *Okay. Now, when you have gotten work, have you been contacted or did you ask for work?*
- A: *I was contacted.*
- CHAIRMAN: *By who?*
- A: *By the Constituency Office.*
- CHAIRMAN: *Who there contacted you?*
- A: *Andrea Smith.*
- CHAIRMAN: *Can you recall how many contracts you have gotten?*
- A: *For period of time, because...*
- CHAIRMAN: *I mean anytime.*
- A: *As far as from Mr. Mullings time.*
- CHAIRMAN: *That is the former Member of Parliament?*
- A: *Yes, I was the PNPYo Rept, so whenever its comes to Christmas time we always get a scope of work to do. I usually meet with the young people either the Community Centre or whitewash a section of the wall. For two years I have been given bushing where I get some men and they do the*



**bushing and the ladies do the sweeping
and raking.**

...

CHAIRMAN: Now, when was the last time you did
work? You did work last Christmas?

A: Yes, 2014 Christmas.

CHAIRMAN: And got a contract?

A: Yes. What they usually...

CHAIRMAN: For how much?

A: What they usually does; they usually
give out scope of work within the
Golden Grove area like probably
five different persons do different...

CHAIRMAN: ... I was just asking what was the
amount of work in Christmas?

A: For me? 40,000.

CHAIRMAN: You signed a contract?

A: Yes, I signed a contract.

CHAIRMAN: For \$40,000?

A: **The \$40,000 was the scope of work
that I did.**

CHAIRMAN: Did you sign a contract in Christmas
of last year?

A: Yes.

CHAIRMAN: For how much?

A: **I guess it was probably 200 and
something, I don't remember how
much money. Because that money
as I was telling you, is for the
persons within the Golden Grove
area. What they usually do is to ask**



one person go to the Parish Council
and collect that money and then put
the various persons money in
envelope and then one person
would collect it and pay out the
those persons.

CHAIRMAN: Were you asked by anybody to go to
the Parish Council and sign a
contract?

A: The contract was bought [sic] to me
to sign.

CHAIRMAN: A contract was brought to you in
December of last year to be signed?

A: Yes.

CHAIRMAN: Who brought the contract to you?

A: Andrea Smith.

CHAIRMAN: Did you get a blank document to
sign?

A: Yes, it was blank.

CHAIRMAN: You had no rates and— No rates?

A: No.

CHAIRMAN: Now after you got it and you signed
it, you seen that it was blank, you
didn't know how much money was to
be paid?

A: No. I only know of my...

CHAIRMAN: So she told you that you would have
gotten...

A: ...for my scope of work.”⁸³

⁸³ Transcript of Hearing dated October 1, 2015, involving Ms. Sandra Garrick. Pages 122-123, 125 and 126-128.



In terms of the contract which was in the amount of \$415,000.00 and the areas/ roadways indicated on the contract by the St. Ann Municipal Corporation, where works were to be performed and which was subsequently verified by the requisite officer of the Corporation as having been satisfactorily completed, Ms. Garrick advised the OCG of, *inter alia*, the following:

“CHAIRMAN: *Now, where was the work done?*

A: *Golden Grove from the Community Centre
is to Lyford Cemetery.*

CHAIRMAN: *Now where is Ramble?*

A: *Ramble is in Claremont.*

CHAIRMAN: *You never did any work there?*

A: *No.*

CHAIRMAN: *Where is Fakes [sic] Pen?*

A: *That's in Moneague Division.*

CHAIRMAN: *You did any work there?*

A: *No.*

CHAIRMAN: *... Look at that printout.
(Document shown to witness)*

...

A: *I can look from the front?*

CHAIRMAN: *No, look at the back first, I am just showing
you the thing that the Parish Council
printout, \$415,000 for work done at Ramble
and Fakes Pen?*

A: *Uh-huh.*

CHAIRMAN: *When you say "uh-huh", what do you mean?*

A: *Ramble and Fakes [sic] Pen?*

CHAIRMAN: *You never did any work there?*

A: *No.*

CHAIRMAN: *Did you collect a cheque for \$415,000?*



A: *I don't remember, I collect a cheque in Christmas laws [sic] but I can [sic] recall the figure.*

CHAIRMAN: *But that's a lot of the money and if you collected that you would cash it too. Christmas just gone you would remember collecting \$400,000?*

A: *Remember collecting a cheque but I can't remember how much was on the cheque.*

CHAIRMAN: *Did you know what rate you were being paid at?*

A: *The rate?*

A: *No.*

...

CHAIRMAN: *Uh-huh. Did you do work through – Let me start. Did you do work through sections Ramble?*

A: *Ramble? No.*

CHAIRMAN: *Did you do work through Fakes [sic] Pen?*

A: *No.*

CHAIRMAN: *Did you work through Moneague town?*

A: *No.*

CHAIRMAN: *Did you work through Walkerswood?*

A: *No.*

CHAIRMAN: *Did you do work through Hayden Castle?*

A place name so?

A: *Hayden Castle?*

CHAIRMAN: *Or is my – Castle.*

A: *Or is H-E-S-S-E-N?*

CHAIRMAN: *You work through there?*

A: *No.*



CHAIRMAN: *You do work through Kelly?*

A: *Kelly.*

CHAIRMAN: *A place name so?*

A: *Or Castle Kelly?*

CHAIRMAN: *Castle Kelly?*

A: *No, but that as a part of Southeast*

CHAIRMAN: *You didn't work there?*

A: *No.*

CHAIRMAN: *You did work in Canbury? There is an area*
name 'Canbury?'

A: *Canbury?*

CHAIRMAN: *Canbury. You do any work in Jeffreyville?*
Jeffreyville, an area name so?

A: *No. But there is a Jeffreyville in Southeast.*

CHAIRMAN: *But you didn't do any work there?*

A: *No.*

CHAIRMAN: *What Mount Wedday?*

A: *Is it W-A-D-D-Y?*

CHAIRMAN: *Yes, ma'am.*

A: *It's Waddy.*

CHAIRMAN: *You did work there, ma'am?*

A: *No.* „⁸⁴

In terms of the collection of cheques from the St. Ann Municipal Corporation, Ms. Garrick was able to identify her signature on the back of the cheques, though she was unable to recall the amount which was made payable to her.

“CHAIRMAN: *I am going to show you some cheques now, ma'am. I am going to show a Christmas pay bill for St. Ann Parish Council, it's a photocopy of document, it purports to have*

⁸⁴ Transcript of Hearing dated October 1, 2015, involving Ms. Sandra Garrick. Pages 131-133.



on it ID and type and TRN, it has on the date of it the 18th of the 12th, 2014; name of payee Sandra Garrick, has the cheque number; cheque date the 16th of 12th, 14th, and it has somebody signing for which it is the sum amount of 415,000. I am going to ask you to have a look the document and also to indicate if you wrote that, Sandra Garrick.

A: *Sandra. Yes, sir.*

CHAIRMAN: *You wrote that?*

A: *Yes, sir.*

CHAIRMAN: *So you did in fact collect the cheque?*

A: *Yes, I did.*

CHAIRMAN: *Remember internally [sic] you said you collected a cheque.*

A: *The amount, but I collected a cheque because from I sign the contract...*

CHAIRMAN: *Remember you couldn't remember the amount.*

A: *That's the amount but I collected a cheque.*

CHAIRMAN: **Okay. So you are acknowledging now that you collected a cheque for \$415,000?**

A: **Yes, I collected a cheque, I cannot remember, I collected from St. Ann Parish Council, cash it yes, but I can't recall the amount.**

CHAIRMAN: **What you do with the money after you collected this cheque?**

A: **Miss Smith called me after the leaving bank and say if I am coming to the**



Constituency Office, I told her I am not coming right now, she said with that amount of money I must go back to the St. Ann Parish Council and if I see Councilor Bell I should give it to him.

CHAIRMAN:

So what you did?

A:

I gave it to Councilor Bell and then afterwards I finished what I was doing I went up to the Constituency Office and she gave me the envelope with my money.

CHAIRMAN:

Which is how much money you got?

A:

40,000. That's to pay for the work that I did, the scope of work from the Centre to the – and she gave me some other envelopes with the persons who did same work in the Community as I.

CHAIRMAN:

No ma'am, why did you sign a contract for 415,000?

A:

Because she asked me.

CHAIRMAN:

Supposed she asked you to jump off the bus?

A:

No, she asked me and she say because of the Christmas rush they didn't want everybody who did a scope of work to go to St. Ann Parish Council to collect so they pool in some people and asked them to go and collect those cheques.

...

CHAIRMAN:

Now ma'am, I am showing you a cheque here for \$199,600 made out to Sandra Garrick, can you look at the back of



photocopy in terms of the...

(Document handed to witness)

Is that your name?

A: *Yes, sir.*

CHAIRMAN: *You signed for that cheque?*

A: *Yes, sir.*

CHAIRMAN: *You know what you signed there for?*

A: *It's not a Christmas work but it's a work done, bushing.*

CHAIRMAN: *Contract that you got?*

A: *Yes, sir.*⁸⁵ (OCG Emphasis)

Ms. Garrick also advised the OCG that she had collected other cheques on the request of Ms. Andrea Smith and handed over the cash to Ms. Smith for the payment of other persons.

“[OCG Officer]: **Are there any other circumstances under which you collected more money than you worked for?**

A: **Yes.**

Q: *Can you tell us about those occasions?*

A: *Not occasions.*

Q: *Instances?*

A: *Like the Christmas 2014, 2013, same scope of work like bushing or drain cleaning.*

CHAIRMAN: *And you were asked to collect on behalf of everybody?*

A: **Yes, I was asked is to collect and carry the money back to the Constituency Office to either Andrea Smith or who was there at**

⁸⁵ Transcript of Hearing dated October 1, 2015, involving Ms. Sandra Garrick. Pages 136-139, 149.



that time – Yes, Andrea Smith was there.

...

CHAIRMAN: *And she did it because she wanted you to collect on behalf of other people who were doing contracts?*

A: *Yes, sir.*

CHAIRMAN: **But you were not responsible for the other people? You were just responsible for your \$40,000 stretch?**

A: *Yes, sir.*

CHAIRMAN: **You don't know what happened to the rest of the money, you just give her all the money and you get back your...?**

A: **Yes, sir.**

CHAIRMAN: *In the case of Mr. Bell, you gave Mr. Bell the 415,000 and she gave your 40,000?*

A: *Yes, the envelope.*

CHAIRMAN: **So you don't know what happened to the rest of the money?**

A: **I don't.**⁸⁶

Ms. Garrick also indicated to the OCG that the contract which she had signed with the St. Ann Municipal Corporation in the amount of \$200,000.00 was also blank at the time that she had affixed her signature.

“CHAIRMAN: *The 199,000?*

A: *Yes.*

CHAIRMAN: *But is that the same time blank, the 199, even though we didn't show you a contract, you signed a blank contract form here too?*

A: *Yes, sir.*

⁸⁶ Transcript of Hearing dated October 1, 2015, involving Ms. Sandra Garrick. Pages 150-153.



CHAIRMAN: *Every time is blank form?*

A: *Yes, sir.*

CHAIRMAN: *Every time is blank form you sign?*

A: *Yes, sir.*

CHAIRMAN: *You would agree me though that form should have filled out?*

A: *Yes, sir.*

CHAIRMAN: *And you should know the rates?*

A: *Yes, sir.*

CHAIRMAN: *And all scope of works; the description and...?*

A: *Yes.*

CHAIRMAN: *And you should know the total?*

A: *Yes, sir. I should have.*

CHAIRMAN: *And they supposed to explain to you where and where you must work too?*

A: *Uh-huh.*

CHAIRMAN: *And the Works Overseer must agree with scope?*

A: *Yes, sir.*

CHAIRMAN: *And you must accept the rate? Suppose you say you are not going to work for that little bit of money, you have to agree before you sign?*

A: *Yes, agree.*

CHAIRMAN: *That's what should happen?*

A: *That should happen.*

CHAIRMAN: *But you signed blank form?*

A: *Yes, sir.*⁸⁷

⁸⁷ Transcript of Hearing involving Ms. Sandra Garrick and dated October 1, 2015. Pgs. 153-155.



Lydia Morris

Ms. Lydia Morris was awarded a total of five (5) contracts for the period under review by the St. Ann Municipal Corporation. The contracts had a cumulative value of \$1,189,900.00. Ms. Morris appeared before the Contractor General on October 22, 2015 and provided the following statements in respect of the contracts which were awarded to her:

“CHAIRMAN: *Start first with a contract which is dated the 29th of November 2012, it was completed on the 6th of December, 2012, in the sum of One Hundred and Fifty Thousand Dollars. I am going to show it to you in a minute, ma'am. It provides labour, tools, machete, shovels, wheelbarrows, pickaxe, de-bush and remove heavy and thick overgrowth from both sides of roadway and side drains. Excavate to heavy accumulated silt and debris, get out some, to clean and clear sides drain and outlets, gather and heap spoil and cart away same from site as detected. It is for 750 meters at Two Hundred Dollars per meter. Work done there at - it says road No. 86, Ballimony, Road No. 333 Cowley and sections of the Alderton Main Road. I am going to have the document shown to you now, madame.*

(Document shown to Ms. Lydia Morris)

CHAIRMAN: *Can you tell me first, when you get the document, if you recognize the signature there, madame?*

A: *I think so.*

CHAIRMAN: *Is that your signature, madam?*

A: *Yes, sir.*



CHAIRMAN: *You recall getting that contract, ma'am?*

A: *I don't remember, sir.*

CHAIRMAN: *I am going to show you a cheque, ma'am, for a Hundred and Fifty Thousand Dollars with your name on it. Cheque No. 096653. Scotia Bank Cheque. Is that your signature on the back of the cheque, ma'am?*

A: *Yes, sir.*

CHAIRMAN: *Did you collect that cheque, ma'am?*

A: *It can be. Maybe. Because it is my signature on it, so most likely.*

CHAIRMAN: *Do you know what you collected that cheque for, ma'am?*

A: *I don't remember. Trust me, I don't remember, sir. I don't remember.*

CHAIRMAN: *You are accustomed to collecting cheques for a One Hundred and Fifty Thousand Dollars, ma'am?*

A: *If I have?*

CHAIRMAN: *You have gotten a cheque before that for a One Hundred and Fifty Thousand Dollars, ma'am?*

A: *If I have gotten a cheque before that?*

CHAIRMAN: *Have you ever received that amount of money before, ma'am?*

A: *Yes.*

...

A: *Yes, sir. I was asked by the Counselor.*

CHAIRMAN: **Which Counselor?**



A: *Lydia Richards. To collect this cheque for her. I collect the cheque for her, and I gave it to her.*

CHAIRMAN: *So you did not do any work?*

A: *I can't say if the work was done.*

CHAIRMAN: *Okay, thank you. I am just going to remind you about the affirmation, but you can't say if the work was done. So in reality also, when you collected the cheque for One Hundred and Fifty Thousand, you cashed it and then give the money to Counsel, Lydia Richards?*

A: *Yes, sir.*

CHAIRMAN: *But, madame, the document here that you signed your name on, ma'am, you know that you signed your name that do work, ma'am. Why you do that, ma'am?*

A: *(No answer).*

...

CHAIRMAN: *How much money you got from the One Fifty, ma'am? How much money you get for yourself?*

A: *Just the amount that she gave me, Thirty Thousand Dollars to pay the people.*

CHAIRMAN: *To pay the people?*

A: *Yes.*

CHAIRMAN: *So the other One Hundred and Twenty Thousand Dollars, you don't know what she did with it?*

A: *I don't know, sir. I don't know.*



...

CHAIRMAN: *But you would agree with me, that it wouldn't be correct, where the document here say that you do all those places, that is not correct? That is not the truth?*

A: *No, sir.*

CHAIRMAN: *So why you sign to that, that you do work in other places that you don't do?*

A: *I see where I was - it is after I go home and think it over, I see where I should not have done it.*

...

CHAIRMAN: *Ma'am, you get anymore contracts? Any other occasion, were you asked to go and collect? Ma'am, I am going to show you something. Look at this one, ma'am. This is cheque number 0005141 to Lydia Morris, for Three Hundred Thousand Dollars...*

A: *Yes, it is me.*

CHAIRMAN: *Yes. But, ma'am, you see your signature there, ma'am?*

A: *Yes, sir.*

CHAIRMAN: *In relation to that, ma'am, you see your signature at the back of the cheque, too?*

A: *Yes, sir.*

CHAIRMAN: *You see it on the back of the contract there, ma'am?*

A: *Yes, sir.*



CHAIRMAN: *Did you collect that cheque for Three Hundred Thousand, ma'am?*

A: *Yes, sir.*

CHAIRMAN: **What you do with that money, ma'am?**

A: **I also gave it to the Counselor, sir.**

CHAIRMAN: *How much of it you took for yourself, ma'am?*

A: *This work, I did not get any of that, sir.*

CHAIRMAN: *You did not get any money?*

A: *No, sir.*

CHAIRMAN: *Did you do any work, ma'am?*

A: **Yes, sir. But it wasn't me who was the contractor for that. I just work with somebody.**

CHAIRMAN: *So you were paid, ma'am?*

A: *Yes, sir.*

CHAIRMAN: *How much were you paid?*

A: *Three Thousand Dollars.*

CHAIRMAN: *Who was the contractor?*

A: *I don't remember her name.*

CHAIRMAN: *So why is it that...*

A: *I think it is Mass Joe.*

CHAIRMAN: **So how your name get to put on it that you are the contractor?**

A: *It was Mass Joe.*

CHAIRMAN: **Was the contractor?**

A: **Yes, sir. But he couldn't read nor write. Mass Joe is no stiff, RIP. He couldn't read and write.**



CHAIRMAN: *You would agree with me that when you sign, you are signing as being contractor? You sign that document that you are the contractor?*

A: *Yes, sir.*

CHAIRMAN: *You would agree, madam, that wasn't true?*

A: *No, sir.*

...

CHAIRMAN: *You remember doing any work to de-bush heavy overgrowth and to paint directional sign, work done at the entrance to Bensonton, and Quickly [sic] Pole?*

A: *Yes, sir. I remember that one.*

CHAIRMAN: *And you signed for it? You paid Twenty Thousands [sic] Dollars?*

A: *Yes, sir. I remember that one.*

CHAIRMAN: *You did that one or you sign for somebody, too?*

A: *No, I did that one.*

CHAIRMAN: *You alone?*

A: *Not me alone, I get somebody to do the work, sir.*

CHAIRMAN: *How many people?*

A: *Three people.*

CHAIRMAN: *How much money you paid them?*

A: *Four Thousand Dollars, each.*

CHAIRMAN: *Four Thousand each?*

A: *Yes, sir.*

CHAIRMAN: *So how much you get, ma'am?*



A: *Huh?*

CHAIRMAN: *How much you get?*

A: *I paid them Four Thousand Dollars each,
and it is four persons.*

...

CHAIRMAN: *Now, ma'am, this one. This one is for
Four Hundred and Eighty Thousand Nine
Hundred Dollars. Your signature on the
contract, being amount payable for labour
and sensitive work done in South East, St.
Ann. De-bush and remove heavy overgrowth
from both sides of roadway and side drains,
excavated to silt debris and garbage to
clear, clear side drains, outlets, cross drain
and relief drains, gather and heap spoils
and cut away from cite, work done
throughout section of main road from - can't
make out the handwriting, to Heari to
Beecherville to Johnson Town, Golden
Grove Main Road to Johnson Town,
Prosper Hall to Jamaica Poultry Breeders
and from Bumper Lawn to Ramble.*

A: *Sub-contractors, sir. I was the contractor
and I use subcontractors, as well.*

CHAIRMAN: *How many you use, ma'am?*

A: *I don't remember. I don't quite remember. It
was fifteen or twenty subcontractors. I don't
remember.*

CHAIRMAN: *Fifteen or twenty subcontractors?*

A: *Yes, sir.*



...

CHAIRMAN: *So when you cashed this cheque, how you come to be the person to get this?*

A: *I called them.*

...

CHAIRMAN: *How you get the contract?*

A: *I ask the MP for it.*

CHAIRMAN: *Which MP?*

A: *Lisa Hanna.*

CHAIRMAN: ***And she gave it to you. Now, having given it to you, when you get the cheque, what you do with the money?***

A: ***Go and change it and pay the subcontractors.***

...

CHAIRMAN: ***So you were the actual main contractor on this one?***

A: ***Yes, sir.***

CHAIRMAN: *... I have a cheque here copied for Two Hundred and Thirty Thousand Dollars. This one with your signature. This is your signature on this cheque?*

A: *Yes, sir.*

CHAIRMAN: ***You collected this cheque for Two Thirty, ma'am?***

A: ***Yes, sir.***

CHAIRMAN: *This one cheque is dated, the cheque number is 104126 dated the 05/02/2014, the 5th of February, 2014 for Two Hundred and Thirty*



Thousand Dollars. This one being amount payable for labour intensive work done in South East St. Ann. You asked the MP for this one too, ma'am?

A: Yes, sir. Most of the work that I got I asked her, and she said yes, and she gave it to me.

CHAIRMAN: Now, ma'am, this is the original, this cheque, this is for St. Ann Parish Council for Two Hundred and Thirty

Thousand Dollars and the signature here on the back, ma'am. Madam, this one for Two Hundred and Thirty Thousand Dollars, ma'am. Bush main road bank from both sides of the roadway and side drains to excavate into silt, debris and spoils and clean and clear side drains, outlets, cross drains and relief drains and cast away spoils, work done at Concord Road, Savannah to Nine Miles. McDowell, McNie, Cowley, along sections of roads. You did work there, ma'am?

A: Not me, sir. I contracted that one, too, sir.

CHAIRMAN: You never do any work?

A: No.

CHAIRMAN: You are the main contractor here?

A: Yes, sir.

CHAIRMAN: How you say are the main contractor?

You do any work or you just give it out?

A: I just give them. I just give it out.

CHAIRMAN: So you don't go there and do work?



A: *No. Because I don't work, so I don't get no pay.*

CHAIRMAN: *You don't work?*

A: *No.*

CHAIRMAN: *You mean there is some time in the past you did work and it don't get pay, so you stop do that? I don't understand when you say you don't work.*

A: *Like those work, I give the subcontractors.*

CHAIRMAN: *So you don't get anything out of it?*

A: *No.*

CHAIRMAN: *So for this one for Two Thirty, you don't get anything out of it?*

A: *No, sir.*

CHAIRMAN: **Them group the payment and use your name to collect money, so you are just the collector? You are one of the recognized collectors that is recognized by the MP?**

A: **Because they trust me.**⁸⁸ (OCG Emphasis)

Ms. Andrea Smith, during her appearance before the Contractor General on January 21, 2016, stated, *inter alia*, the following as it regards the selection of Ms. Lydia Morris:

“MR. DIRK HARRISON: Lydia Morris.

MISS ANDREA SMITH: Lydia Morris, she was from the Benstonton Division. She was well known in her community. She was well known in politics before I came there. She was a

⁸⁸ Transcript of Hearing involving Ms. Lydia Morris which was dated October 22, 2015, Pages 22, 28-47.



group member, she is a cluster member.

MR. DIRK HARRISON: **She was a member of the Executive Committee too?**

MISS ANDREA SMITH: **Yes, sir, that's this year.**⁸⁹ (OCG Emphasis)

Beverly Sinclair

Ms. Beverly Sinclair was awarded one contract by the St. Ann Municipal Corporation during the period under review. Ms. Sinclair, who was disclosed to be the mother of Ms. Andrea Smith, former CDF Consultant, Office of the Member of Parliament, South East, St. Ann, appeared before the Contractor General on October 1, 2015. The following representations were made by Ms. Sinclair during the referenced Hearing as it regards the manner in which the contract was awarded to her:

“CHAIRMAN: Thank you, ma'am. Now Miss Sinclair, have you done work for the Southeast St. Ann Constituency Office, ma'am?

A: Yes, sir.

...

CHAIRMAN: **Now, the work you do for them where you get the work from, ma'am? Who give it to you?**

A: **I get it from the Parish Council.**

CHAIRMAN: The Parish Council call you and tell you that?

A: Yes, they had a job.

CHAIRMAN: Now, who from the Parish Council called you, ma'am?

⁸⁹ Transcript of hearing involving Ms. Andrea Smith which was dated January 21, 2016 Pages 31-32



A: *I can't remember you nuh, because it is so long, I can't remember the name.*

CHAIRMAN: *How many contracts you got?*

A: *I believe it is two.*

CHAIRMAN: *Now, the contract you get is in 2013, ma'am?*

A: *Yes, I think is Chick-V one I get too.*

CHAIRMAN: *What's that, ma'am?*

A: *Chick-V. They were giving out a contract for Chick-V to clean drains...*

...

CHAIRMAN: *So when the persons contacted you you go and signed a contract, ma'am.*

A: *I just signed the cheque when I get it.*

CHAIRMAN: *You signed the back of the cheque when you get it?*

A: *Yes.*

CHAIRMAN: *And when you signed the back of the cheque you went to the bank and cashed it?*

A: *Yes.*

CHAIRMAN: *You never signed any contract?*

A: *I signed the contract.*

...

CHAIRMAN: *Where you signed the contract?*

A: *In St. Ann's Bay.*

CHAIRMAN: *Where in St. Ann's Bay?*

A: *The Parish Council.*



...

CHAIRMAN: *Did the contract tell you where you are going to work?*

A: *Yes, I think so.*

CHAIRMAN: *Same day you did the work that is when you signed the contract, ma'am?*

A: *The day after.*

CHAIRMAN: *So you do the work first and signed the contract after?*

A: *I don't get you.*

CHAIRMAN: *You do the work first and signed the contract the day after?*

A: *Yes, sir.*

...

CHAIRMAN: *Okay. And you go up there and collected the cheque you see ma'am, and after you collected the cheque what you did, ma'am?*

A: *I share it up and give the workers them.*

...

CHAIRMAN: *When you signed the contract was it blank, ma'am?*

A: *No.*

CHAIRMAN: *What was written on it?*

A: *I don't remember.*

CHAIRMAN: *What was written on it?*

A: *I can't read so I don't know what is on it.*

...



CHAIRMAN: *I am trying to understand what you are saying. Now, the second contract you got, when was that ma'am?*

A: *I don't remember.*

...

CHAIRMAN: *How much money you got there?*

A: *I don't remember.*

CHAIRMAN: *How many people you used then, ma'am?*

A: *I used about...*

CHAIRMAN: *Last Christmas?*

A: *I used about...*

CHAIRMAN: *10 to 12?*

A: *Yes, sir.*

CHAIRMAN: *You see, I tell you, you just stick to that number. That is what I am telling you, people tell you what to come and say, you know.*

A: *No.*

...

CHAIRMAN: *... Now ma'am, the 10 and 12 persons that worked, where did you do that job in 2014 Christmas, madam?*

A: *Sir?*

CHAIRMAN: *The first question to you was in respect of contract in 2013, you indicated you had another contract, it was after, you said it was Christmas work and I then put to you*



December 2014, you said 10 or 12 persons worked. I am kindly asking you where exactly was that work done, madam?

A: I get work 'round by the clinic, Claremont Centre. Two big drain was around there and then when I come down by the Post Office there is another drain underneath the road and then we whitewash again over.

CHAIRMAN: Did you supervise or you actually did work, Madam?

A: Eh? Do you...

CHAIRMAN: Did you supervise the work or you actually do the work?

A: I supervise the work and work too.

CHAIRMAN: And what work did you do, ma'am?

A: I help to whitewash, take up the dirt and so on.

CHAIRMAN: When you take up the dirt what you did with it, ma'am?

A: Use the shovel and the barrow.

CHAIRMAN: And then what you did with it after, ma'am?

A: We bag it up in black scandal rubbish bag.

CHAIRMAN: While you are doing work did anybody come and check the work ma'am, from Parish Council?

A: Yes, somebody come and pass the work.



CHAIRMAN: Who was that, ma'am?

A: A gentleman, I don't remember him name.

CHAIRMAN: You don't remember?

A: And tek picture of it.

...

CHAIRMAN: How much was each person paid, ma'am? For the job in December how much was each person paid?

A: 2,500.

CHAIRMAN: For the job in 2013 how much was each person paid?

A: 2000.

CHAIRMAN: So for the job in December how many persons – In December just gone now how many people do the job?

A: I told you about 10 to 12 but they get persons and put on the jobs.

CHAIRMAN: But you paid each person 2,500? Remember you said that before?

A: No. It is like I get 12...

CHAIRMAN: Listen, listen. Last year 2013 you paid each person \$2000.

A: Uh-huh.

CHAIRMAN: You said awhile ago in 2014 you paid 2,500?

A: Yes, sir.

CHAIRMAN: So I was asking you next, I think I may have asked how much you got. So if you paid 10 or 12 – Because



you have been consistent, on each occasion you had 10 or 12 persons, so if you had 10 or 12 and each person was paid 2,500. Let's just use your maximum of 12 persons, 12 times 2,500 that's \$30,000, ma'am. \$30,000.00 for December 2014. In respect of December 2013 10 or 12 persons at \$2,000 that means you either paid them between \$20,000 or \$24,000.00. So ma'am, in respect of December 2012/2013, where the contract you signed is for \$337,500.00. Having paid the 10 to 12 \$2,000 each, tell me what happened to the rest of the money seeing that your name is on the cheque which I am going to show you the next time you come here, where is the rest of the money, ma'am? What you did with it, ma'am?

A: It's like I get 12 people and those 12 get some people to work with them.

Q: Okay, I hear that. But earlier you said you paid each person \$2,000 in December 2013. ... You said awhile ago you paid each person December 2013, \$2,000 so before we get to the other people...

A: Uh-huh.



...

Q: If you paid each person that please tell me what did – After you cashed the cheque for \$337,500, what did you do with it, ma'am?

A: I never explained to you. It's like I gave some 20,000, 30,000 to pay the workers them who they get.

...

You said awhile ago 10 to 12 persons, and I am saying to you Madam, having paid that persons— Let us work with you, 10 to 12, it is either between \$20,000 and \$24,000. Each one was paid \$2,000.00. Tell me now about the other persons that they get and the \$30,000.00. Tell me how the money break down, tell me the rest now. The rest of the persons they get.

A: I give some people some work and I...

CHAIRMAN: Who? How many?

A: 10.

CHAIRMAN: You are sticking at 10 now?

A: Uh-huh. And I give some \$30,000; I give some \$20,000; I give some 25, because they are taking on more people...

CHAIRMAN: Okay.



A: I end up getting like \$6,000.00,
sir.

CHAIRMAN: This is from the \$337,500?

A: Yes.

CHAIRMAN: So we are in December 2013, you no
longer sticking to the story that you
give them \$2,000 each, you are
moving away from that?

A: I am moving from that because...

CHAIRMAN: Hold on. So that was not true?

A: No.

CHAIRMAN: Why you tell me a lie, ma'am?

A: I didn't understand you.

...

CHAIRMAN: Uh-huh. Ma'am, did you actually do
any work or you were told to come
here to say you worked?

A: I do work.

CHAIRMAN: **Ma'am, tell me what you did with
\$337,000.00? Who you give it to?**

A: **I give it to the workers them, sir.**

CHAIRMAN: So with \$337,000.00 how you know
who to give what? You made a note
and write down how much each
person must get, the \$20,000 and
30,000...

A: I just put them it in envelope and...

CHAIRMAN: Who help you fi do that, ma'am?
Who helped you to do that?

A: Nobody help me to do that.



CHAIRMAN:

All right, let us go back again. Because every time you go back and you gather yourself you say is not true when you tell me before is \$2,000.00. Why you tell me lie, ma'am? You say you never understand, why you tell me \$2,000.00?

...

CHAIRMAN:

Okay, let's start again. You didn't pay anybody \$2,000.00, that's correct?

A:

I did not pay...

CHAIRMAN:

...anybody \$2,000.00 as you say, that was not true?

A:

Is true because...

CHAIRMAN:

What is true?

A:

When you work on crash programme work is \$2,000.00 you get so who I give the work to pay the workers them \$2,000.00.

CHAIRMAN:

So you gone back to that one now? Do you remember saying earlier – And I am not even going to ask the lady to do it, you can just look to your right to her. Do You remember saying to me earlier that you got 10 to 12 people and you paid them each \$2,000.00, ma'am? You remember saying that to me awhile ago?

A:

(No answer).



CHAIRMAN: *You remember saying that to me awhile ago?*

A: *Yes, I remember.*

CHAIRMAN: *Okay. And you remember saying to me awhile ago too when you told me that awhile ago that wasn't true? You just tell me that awhile ago, you know. You remember saying that?*

A: *(No answer).*

CHAIRMAN: *So having said that, I asked you why you tell me a lie ma'am, that's what I am asking you?*

A: *(No answer).*

CHAIRMAN: *Okay. You just said awhile ago that you got 10 persons some you paid 20, some you paid 30, you want us to go through the list and do the maths or you just want to – What is it that you are saying now?*

A: *I don't understand you know, sir.*

CHAIRMAN: *Did you in fact put money in envelopes and give people ma'am, or that's a lie too?*

A: *Yes.*

CHAIRMAN: *Yes to what? You did in fact do it?*

A: *Yes, I did.*

CHAIRMAN: *Is it after you handed the money at the Constituency Office this was done, ma'am?*

A: *I didn't hand it at the Constituency Office.*



...

CHAIRMAN: *Could you look at this ma'am, you could just take the document. Is that your signature Madam on the contract document?*

A: *Yes, sir.*

CHAIRMAN: *Could you just pass it back to me? (Document handed back to Chairman)*

Last year December 2014, when you said that you paid each person \$2,500, the 10 or 12 persons, was that true, ma'am?

A: *Yes, sir.*

CHAIRMAN: *Pardon me?*

A: *Yes, sir.*

CHAIRMAN: *But you got about \$200,000.*

A: *No, sir.*

CHAIRMAN: *What's the total? Remember you said– Ma'am, is like you are forgetting now too. This one is \$337,500 and remember the other one you got \$200,000. You forgetting now? Is you tell me you got two contracts, that's where we started. December 2013 you paid \$2,000 each for 10 or 12; December 2014 you paid \$2,500. So how much you paid in December 2014?*

A: *I don't remember.*



CHAIRMAN: *Did you pay any money at all to anybody?*

A: *Yes, sir.*

CHAIRMAN: *How many people?*

A: *I don't remember.*

CHAIRMAN: *You are no longer saying 10 or 12?*

A: *I just don't remember now, sir.*

CHAIRMAN: *Is it that you just refuse to answer any more questions?*

A: *No. No, sir.*

CHAIRMAN: *But awhile ago you say 10 so what you mean you don't remember? Last year Christmas you don't remember?*

A: *(No answer).*

CHAIRMAN: *Madam, how many people worked for you last year Christmas, ma'am?*

A: *10.*

CHAIRMAN: *How much was each person paid, ma'am?*

A: *I don't remember, sir.*

CHAIRMAN: *How much money did you get, ma'am?*

A: *I don't remember because I am not – Mi nuh remember how much money mi get.*

[OCG Officer]: *Miss Sinclair, the cheque that you got from the Parish Council, did you go to bank and cash it?*

A: *Yes.*

Q: *Can you recall the amount that you got when you cashed the cheque?*



- A: *I don't remember. That's what I said,
I don't remember.*
- Q: *Miss Sinclair, did anybody assist you
in selecting the persons who
worked...*
- A: *Eh?*
- Q: *Did anybody help you to select the
persons who worked?*
- A: *No.*
- Q: *How you found the persons, how you
got the persons to work?*
- A: *People who live in community I just
called.*
- Q: *Did you make a list or record of the
persons who...*
- A: *I didn't make a list, I just call and tell
them to do that.*⁹⁰

The OCG required that Ms. Andrea Smith provide certain responses to the recommendation by the South East St. Ann Constituency office for the award of contract to Ms. Beverly Sinclair by the St. Ann Municipal Corporation. Ms. Smith appeared before the Contractor General on October 22, 2015 and the following representations were made:

- “CHAIRMAN: *Beverly Sinclair is your mother, ma'am?*
- MS. SMITH: *Yes, sir.*
- CHAIRMAN: *She was given contracts through the
South East St. Ann, Constituency Office?*
- A: *Yes, sir.*
- CHAIRMAN: *She was given contracts while you are in
the position that you now are in, ma'am?*
- A: *Yes, sir.*

⁹⁰Transcript of Hearing involving Ms. Beverly Sinclair, which was dated October 1, 2015 Pgs. 218-255



CHAIRMAN: Did you engage Ms. Beverly Smith in anyway, in terms of the contract she got, ma'am? Forgive me, Ms. Beverly Sinclair, did you engage or have any role in terms of the contract that she got, ma'am?

A: No, sir.

CHAIRMAN: Do you know in particular how the contracts were given to her or by whom?

A: The recommendation was made through the office to the Parish Council.

CHAIRMAN: Through your office?

A: Yes, sir.

CHAIRMAN: Do you know by whom?

A: Can you rephrase the question, please?

CHAIRMAN: I was asking in respect of Ms. Beverly Sinclair, your mother, I had asked you earlier whether or not you had played any role in terms of the engagement of her. You had answered that, so I went on further to ask whether or not you are aware of the terms of engagement of Ms. Beverly Sinclair?

A: I am the person who prepares the letter that goes to the Parish Council.

CHAIRMAN: So you prepared a letter advising the Parish Council that you mother, Beverly Sinclair, was being recommended for a contract? Was to be awarded a contract, I am sorry.

A: I prepared the letter based on the recommendation made to me.



CHAIRMAN: **By the Member of Parliament?**

A: **Yes, sir.**

...

CHAIRMAN: **This recommendation from the member of Parliament for Ms. Beverly Sinclair to be given a contract, was it verbally or was it in writing?**

A: **Verbal.**

CHAIRMAN: *I am going to show you a of a copy document. Counsel, forgive me for stretching across the table. It is signed by you, on behalf of the Minister, it is the member of Parliament. It is a copy of the letter, dated December 18, 2013.*

(Chairman gives document to Ms. Andrea Smith)

Please identify your signature first, you read it after. It is on the second page. Is that your signature?

A: *Yes, sir. That is my signature.*

CHAIRMAN: *You need to look at the document now. You are allowed to look at it. Is that the document that you referred to that you advised the Parish Council?*

A: *Yes, sir.*

...

CHAIRMAN: *... Do you have any proof, documentary or any proof that that letter, you had instructions to do it?*

A: *If I have any written proof? No.*



CHAIRMAN: *Now, and as silly as my question is, but I am known to be very silly. Of course, you know that Beverley Sinclair at the time was your mother, you knew that? At the time that you wrote the letter?*

A: *(Laughs and nods).*

CHAIRMAN: **Did you at any time disclose to the Member of Parliament that it was your mother for whom you are signing for, for recommendation to be made?**

A: **The Member of Parliament knows Ms. Sinclair.**”⁹¹

Based upon the aforementioned disclosures of Ms. Smith the OCG required that Ms. Lisa Hanna, Member of Parliament, South East, St. Ann, provide responses in this regard:

“MR. DIRK HARRISON: *Did you give Miss Andrea Smith verbal advise that her mother should be recommended for the award of a contract?*

LISA HANNA: *No, sir, I didn't.*

MR. DIRK HARRISON: *And it would be, just to be more certain. It would be untrue if Miss Smith said that?*

LISA HANNA: *Yes, sir.*”⁹²

Importantly, Ms. Hanna, during the same hearing advised the Contractor General as follows:

“MR. DIRK HARRISON: *Beverly Sinclair?*

⁹¹ Transcript of hearing involving Ms. Andrea Smith dated October 22, 2015, pgs. 74 – 78.

⁹² Transcript of hearing involving Ms. Lisa Hanna which was dated December 10, 2015 pg. 127



MINISTER LISA HANNA:

That is Ann's mother.

MR. DIRK HARRISON:

Miss Smith's mother, yes?

MINISTER LISA HANNA:

*Right. Auhm, had I known Beverly Sinclair was Ann's mother, I certainly would not have recommended her. So no, I wouldn't have recommend Bev Sinclair.*⁹³

The OCG has appended at Appendix 4, a copy of the letter which was dated December 18, 2013, which was signed by Ms. Andrea Smith on behalf of Ms. Lisa Hanna and sent to the St. Ann Municipal Corporation for the award of contract to Ms. Beverly Sinclair.

Oswald Jarrett

Mr. Oswald Jarrett was awarded one contract by the St. Ann Municipal Corporation in the amount of \$50,000.00. In this regard, Mr. Jarrett appeared before the Contractor General on October 1, 2015, and advised the OCG that he was the caretaker for the Anglican Church in Claremont and that, from time to time, he would be engaged by the St. Ann Municipal Corporation to clean a drain which is situated on the church property.

“CHAIRMAN:

You work now, sir?

A:

No, out of that now...

CHAIRMAN:

What, sir?

A:

I am 80 years old.

CHAIRMAN:

When last you work, sir?

A:

Last year.

CHAIRMAN:

Last year when?

A:

Last year December.

CHAIRMAN:

You stopped working from then?

A:

Long time, long time ago but a do little work at the drain, I clean the

⁹³ Transcript of hearing involving Ms. Lisa Hanna which was dated December 10, 2015 pg. 154.



drain right in Claremont. That drain go right through the church yard. I responsible for the church yard, I am the caretaker for the Church.

CHAIRMAN: *For which Church?*

A: *Claremont Anglican.*

CHAIRMAN: *So there is a drain that go through the Church yard?*

A: *Yes.*

CHAIRMAN: *And the drain that go through the church yard is Parish Council drain?*

A: *Yes.*

CHAIRMAN: *What's the name of Church?*

A: *Claremont St. Matthews Anglican.*

CHAIRMAN: *So even though the Church pay you, you still get Parish Council contract to clean the drain?*

A: *No, no, no man. The drain, a cleaning the Church yard. I have to clean it you know, sir. I talk to them about it, I said the drain can't leave in this way, so I call the Councilor, Weir.*

...

CHAIRMAN: *And him give you a contract to clean it?*

A: *Him say I must clean it out.*”⁹⁴

⁹⁴ Transcript of hearing involving Mr. Oswald Jarrett which was dated October 1, 2015. Pgs. 88-90.



In respect of the contract which was awarded to Mr. Jarrett in the amount of \$50,000.00, Mr. Jarrett advised the OCG that he had no knowledge of the said contract and that he did not receive any payment in this regard. Mr. Jarrett also indicated to the OCG that the signature which was affixed to the back of the cheque was not affixed by him and that the signature was made by some other person.

“CHAIRMAN: I am going to show you the piece of paper. Sorry, not Clarendon Cemetery, Claremont Cemetery, forgive me. It says: "27th of May 2014, provides tools and labour, wheelbarrow, machete, hoe, et cetera, debushed and removed overgrown from Cemetery areas directed; keep and removed spoils as erected [sic] \$50,000.00?"

A: No, sir.

CHAIRMAN: Okay, I am going to show. Because that's where I was starting from because I am not understanding you see, and all of this, this is you, all the contracts you do. Let us start with this one, look at the document there, show him the page with his signature, please. You see your signature anywhere on that document, sir?

A: My signature?

CHAIRMAN: You see your signature, Mr. Jarrett?

A: This is my...



CHAIRMAN: *You know anything about that, sir?*
You can't shake your head. You know anything about that?

A: *No.*

CHAIRMAN: *No.*

A: *What is this for, please?*

CHAIRMAN: *That is saying that you provide tools, wheel barrow – Read it for him...*

[OCG Officer]: *"Provide tools and labour, machete, rake, wheelbarrow, debushed and removed overgrowth from Cemetery as directed, keep and remove spoils as directed at Claremont Cemetery, \$50,000.00"*

A: *No, no.*

CHAIRMAN: *When you said no, what you mean by that?*

A: *I don't know anything about that.*

CHAIRMAN: *Let me be very frank. When you say you don't know nothin 'bout that a fraud somebody a fraud your name there?*

A: *Yes, sir.*

CHAIRMAN: *Yes. Go ahead,*

[OCG Officer]: *The date is the 16th of May, 2014.*

CHAIRMAN: *16th of May, 2014.*

A: *No.*

...

CHAIRMAN: *I am going to show you a photocopy you see, sir. This is a photocopy of a*



*cheque for \$50,000.00 written out to
Oswald Jarrett.*

(Document shown to witness)

*Look on the back of that, the
photocopy. That is your signature
sir, or is somebody fraud your
signature too?*

A: Somebody do that.

CHAIRMAN: Somebody do that?

A: Yes.

CHAIRMAN: Is not your signature?

A: No.”⁹⁵

The identification card which was utilized in the encashment of the cheque at the bank on record was identified by Mr. Jarrett as his Electoral Registration ID card, the registration number confirmed by Mr. Jarrett and independently by the OCG. Mr. Jarrett, however, maintained that he did not collect the referenced cheque nor did he provide his Electoral Registration ID card to a third party.⁹⁶

Kadeon Grant

A total of four (4) contracts were awarded to Mr. Kadeon Grant by the St. Ann Municipal Corporation, during the period under review. Mr. Kadeon Grant appeared before the Contractor General on June 1, 2017, and advised the OCG that he had received contracts from the St. Ann Municipal Corporation, through the South East St. Ann Constituency Office and Mr. Ezekiel Russell, former Constituency Secretary. It was further indicated by Mr. Grant that recommendations were made by the Councillor for the Bensonton Division, Mrs. Lydia Richards. The following representations made by Mr. Grant during the referenced hearing are instructive:

“Q: Now, you know Mr. Ezekiel Russell?

⁹⁵ Transcript of Hearing which was dated October 1, 2015, involving Mr. Oswald Jarrett. Page 101-107.

⁹⁶ Transcript of Hearing which was dated October 1, 2015, involving Mr. Oswald Jarrett. Page 109-110.



A: **Yeah.**

Q: **Where you know Mr. Ezekiel Russell from, sir?**

A: **Pedro River.**

A: *South East St. Ann.*

Q: *...Him ever give you any work to do, sir?*

A: *Yes.*

Q: *Give you contract todo work?*

A: *FortGeorge.*

Q: **.... And what type of work it was?**

A: **To do the piping; to dig a pipe and get the pipe in to run the water.**

Q: **They call it Pedro Water Extension Project, you remember that?**

A: **Yes, sir.**

Q: *... Now the project you did, the Pedro Water Extension Project, how you get that contract to do, sir? Somebody come to you and say them have work or you hear bout work and you apply for work?*

A: *Dem recommend me to Parish Council through the office.*

Q: *Which office?*

A: *South East St. Ann office.*

Q: *That's Miss Hannah's [sic] office?*

A: *Yes.*

Q: *Who recommend you?*



A: *Russell.*

...

Q: *Miss Lydia Richards ever give you any contract to do work?*

A: *No, she nuh give me contract. She Wuda recommend me to the-*

Q: *She don't give out contract?*

A: *Right.*

Q: *She recommend you?*

A: *Yeah.*

...

Q: *Okay. What kind of contract, bushing or is the same -*

A: *Sometime like drain cleaning, bushing and like road barber green, like fix road. ”.*⁹⁷

Mr. Grant advised the OCG during the referenced Hearing of the following as it regards the payments of persons in respect of the contracts which were awarded to him:

“Q: *...When you get the money, what you do with it?*

A: *Pay the people dem who work with me.*

Q: *You pay them yourself -*

A: *Sometimes.*

Q: *or you give the money to the constituency office?*

A: **No, you pay to the people dem, or sometime we have like, me nuh know if yuh wuda call them Group Leader who yuh wuda go to and-**

Q: *Area Leader.*

A: *Group Leader”*⁹⁸

⁹⁷ Transcript of hearing which was held on June 1, 2017, involving Mr. Kadeon Grant, pages 153- 163.

⁹⁸ Transcript of hearing which was held on June 1, 2017, involving Mr. Kadeon Grant, page 158.



Ivy Clarke-Robinson

Mrs. Ivy Clarke-Robinson was awarded a contract by the St. Ann Municipal Corporation in the amount of \$475,000.00. The following representations were made by Ms. Robinson as it regards the referenced contract:

“Q: *In December 2014 you got some bushing work to do, ma’am?*

A: *2014?*

Q: *I am going to show you the piece of paper shortly, (Document shown to witness) that is you signature on it, Ivy Clarke Robinson?*

A: *Yes, sir.*

Q: *And the amount of work here, the amount is \$475,000?*

A: *Yes, sir.*

Q: *The piece of paper, I am going to let you have a look at it shortly, it says: To de-bush and remove heavy overgrowth from both sides of roadway and side drains; excavate silt, debris and garbage, to clean and clear – out relief drains and cross drains; gather, heap and cart away from site as directed. Work done throughout Beechamville to Claremont, Golden Grove Square, Moneague Town.*

You worked in all those places, ma’am?

A: *No, from this you could see it’s a wide frame...*

Q: *That is wider than you?*

A: *Yes, so its only in Claremont.*

Q: *So only in Claremont you worked?*



A: *Yes, only in Claremont.*

Q: *That thing says that you are paid \$465,500; you were paid all of that, ma'am?*

A: *The cheque was paid in my name and I get it through Parish Council and go to the bank and change it. I take it to Miss Smith to pay for this work.*

Q: *You gave Miss Smith the money?*

A: *Yes.*

Q: *Miss Andrea Smith?*

A: *Yes. So from it she would – people would come in and collect their money from it.*

Q: *Andrea Smith is your niece?*

A: *Yeah.*

Q: *Her mother is your sister?*

A: *Yeah.*

Q: *Your sister is Beverly Sinclair?*

A: *Yeah – yes, sir.*

...

Q: *When the cheque ready, is Miss Smith call you and tell you when the cheque was ready to go to Parish Council to collect it?*

A: *Yeah.*



Q: She called and tell you and you go to Parish Council to collect for it.

A: Yes, I go to Parish Council for the cheque.

Q: Now that place where you have your signature on it, where you signed that document? Remember I showed you your signature earlier and you identified it, Remember you said that Miss Andrea Smith called you and tell you about the work; where your signature is there, where you signed that document?

A: Oh, she called me at the office and I go up there and sign it.

Q: Miss Andrea called you at the office?

A: Yes.

Q: So when you signed, the document was blank

A: I don't remember.

Q: When Miss Smith called you and you signed it, that's the constituency office in Claremont?

A: Yes, sir.

Q: Anybody else was present?

A: I don't quite remember

...

Q: So you have signed the document in two places – you don't remember that other one? But you see your signature two places?



A: Yeah, yeah.

Q: So ICR 1 is three pages. Look at the front of it, a cheque for \$465,500 to the order of Ivy Clarke Robinson, Claremont. Look at the back of the cheque, that is your signature, 'I. Robinson' – that's your handwriting, ma'am?

A: Yes, it is.

...

Q: The copy of the cheque is Exhibit ICR 2. This is the cheque that you went to St. Ann's Bay Branch of BNS and changed, ma'am?

A: BNS?

Q: Bank of Nova Scotia.

A: Oh, yes, Bank of Nova Scotia.

Q: BNS, St Ann's Bay Branch. After you changed the cheque and carried to Miss Smith, how much money she gave you, ma'am?

A: I got \$25,000 from it for the white wash that I have done.

Q: So the white wash, where you get the white wash?

A: From Claremont to the cemetery.

...

Q: You are a member of People's National Party, ma'am? Its party work you do sometimes?



A: Only like election time..

Q: To be fair to you, when you got this work in 2014 you were working for the PNP at that time?

A: Only like election time I'm an outside agent.

Q: Now this piece of paper that I showed your signature on, it says on it – the first place I showed your signature at the back here, and you have the same thing there so you can look at it same time, please. It says:

I hereby certify that the foregoing is correct account for all work done by me for the Parish Council of St Ann for payment due...amounting to \$475,000.

And you signed your name there – Ivy Clarke Robinson.

A: That is so true, I did not read it, that was my problem. If I did read it I wouldn't...

Q: Because its not true that you did \$475,000 worth of work.

A: The work was done but...

Q: ... you never do \$475,000.

A: No, but it's a wide range so they make it in one.

...

Q: Do you know what she do with the other money that...

A I know for sure what I see, its put in an envelope and people come in to the office...

Q: While you were there?



A: *Yeah, from what I see, and receive their money.*

Q: *But you know the people who come in?*

A: *No.*

Q: *You don't know any of them.*

A: *No, because its wide – like Beechamville, maybe I know somebody from Beechamville.*

Q: *While you are sitting there, Miss Robinson, you see her write up envelope or you see her put money in envelope? What you see her do?*

A: *She has a list like with names and she would look and so and so would get whatever – that's from my observation.*

Q: *So when you say you see her put money in an envelope, when you give her the money, what she did with the money?*

A: *I left and I go outside; I waited outside then she called me back inside, I received my envelope and she called by names so they go in.*

Q: *So when you go back outside other people were outside waiting?*

A: *Yeah, and I leave; I just received mine and I left while people were there waiting to go inside the office*

...

Q: *I am showing you another contract now for white washing of walls, one with NSWMA, a contract dated 3rd December 2013, TRN ... between National Solid Waste*



Management Authority and Ivy Robinson of Claremont. On the last page it has your signature, 'I. Robinson', signed in the presence of E. Russell. You know Ezekiel Russell?

A: *Yeah.*

Q: *Where you know Mr. Ezekiel Russell from?*

A: *Working at the office.*

Q: *The constituency office?*

A: *Yes, sir.*

Q: *The same place as your niece, Miss Andrea Smith?*

A: *Yes, sir.*

Q: *You remember signing this document?*

A: **Yes, sir, and its like the same procedure as how this one was done.**

Q: **The money for his one was \$200,000; after you did the work you got a call to tell you that the cheque is ready?**

A: *Yes, she tell me to go and pick it up.*

Q: *You remember where you picked up this one?*

A: *Same place, St Ann's Bay at the Parish Council.*

Q: *And you went to the bank and cashed it?*

A: *Yes, sir.*

Q: **But this one says NSWMA, you're sure you went to the Parish Council – NSWMA is the people with the garbage trucks. The Parish Council you go for this?**



A: *Oh, no: this money, he sent it to my account.*

Q: *It was sent straight to your bank account?*

A: *Yes, and I get it and I gave it to him.*

Q: *You gave it to Mr. Ezekiel Russell?*

A: *Yes, sir.*

Q: *He gave you back any money?*

A: *I get my \$25,000 for the white wash that I have done and I can't tell you anything about the rest.*

Q: *Did he tell you before that he was sending it your bank account?*

A: *Yes.*

Q: *You never did \$200,000 worth of work, ma'am?*

A: *No, as I told you, the \$25,000 from it was for the white wash.*

Q: *But the thing I showed you first, the contract, which is ICR 3 – you were saying something, ma'am?*

A: *This white wash from Claremont to Nine Miles, I did this white wash from Claremont to the cemetery.*

Q: *You did Claremont to the cemetery, but this contract here says white washing of wall from Claremont to Nine Miles, carting away debris resulting from a), the roadway and verges to an approved NSWMA disposal site. You don't know who did from cemetery to Nine Miles.*

A: *No, I could not tell you that, sir, I don't know.*



Q: From Claremont square to cemetery, how much miles is that?

A: I don't know⁹⁹. (OCG Emphasis)

Ms. Andrea Smith during her appearance before the Contractor General on January 21, 2016 made the following representations to the OCG concerning her knowledge of Mrs. Ivy Clarke Robinson and the contract which was awarded to her by the St. Ann Municipal Corporation:

“MR. DIRK HARRISON: What about, Ivy Clarke-Robinson, who is she to you?

MISS ANDREA SMITH: She is my aunt.

MR. DIRK HARRISON: Has she benefited from any contract?

MISS ANDREA SMITH: Yes, sir.

MR. DIRK HARRISON: And in respect of -- and she is your aunt by what?

MISS ANDREA SMITH: By my mother's side.

MR. DIRK HARRISON: That's your mother, Beverly Sinclair's sister?

MISS ANDREA SMITH: Yes, sir.

MR. DIRK HARRISON: You are the person who nominated Miss Ivy Clarke to get a contract?

...

MISS ANDREA SMITH: I -- I wasn't the person who indicated like Beverly Sinclair, they were on the books already for contracts before I started working with the Member of Parliament.

MR. DIRK HARRISON: When you started to work with the Member of Parliament you make a new list to submit to the Secretary Manager or Superintendent

⁹⁹ OCG Transcript of Hearing involving Ms. Ivy Clarke Robinson, which was dated June 1, 2017, Pgs. 57- 68.



of Roads and Work, you agree with me, ma'am?

MISS ANDREA SMITH: Yes, a new list, but the same persons would have come forward.

MR. DIRK HARRISON: Yes, but I think where we had gone the last time is that even when this old list that you are being advised was in existence, when you submitted the list when we started there you knew at the time the person was your mother, for instance, when you were submitting the name.

MISS ANDREA SMITH: Yes, sir.

...

MR. DIRK HARRISON: In respect of Ivy Clarke-Robinson, you are the person who selected her or she was on the old list?

MISS ANDREA SMITH: I wasn't the person who selected her, she was on the old list.

MR. DIRK HARRISON: You have submitted her name since she was in office?

MISS ANDREA SMITH: Yes, sir.

MR. DIRK HARRISON: And you knew at the time she was your mother's sister, at that time when you submitted her name?

MISS ANDREA SMITH: She was also a group member in the Constituency.

MR. DIRK HARRISON: For the people's National Party?

MISS ANDREA SMITH: Yes, sir.

...

MR. DIRK HARRISON: Did you submit Ivy Clarke-Robinson's



name more than once or only in 2014, can you recall?

MISS ANDREA SMITH: **I think it's more than once that she has been on the programme**".¹⁰⁰

The following statements were provided by Ms. Lisa Hanna, Member of Parliament, South East, St. Ann, in relation to the contract which was awarded to Mrs. Clarke- Robinson and her knowledge of her relation to Ms. Smith:

“Q: And Ivy Robinson her aunt? You are aware that it is her aunt?

A: No, sir.

Q: *She has admitted that it is her aunt.*

A: *No, sir, I was not aware that it was her aunt.*

Q: *On a previous occasion she has admitted that she is her aunt?*

A: She never told me that Miss Ivy Robinson was her aunt. When I would ask she would say is a reputable person, a trustworthy person.¹⁰¹(OCG Emphasis)

Babbeth Hanniford

Ms. Babbeth Hanniford was awarded a contract by the St. Ann Municipal Corporation in the amount of \$475,000.00. The following representations were made by Ms. Hanniford as it regards the referenced contract:

Q: *Now I have a document her on Miss Lisa Hanna's letterhead, it is dated December 10, 2014, and it says – it is addressed to Mrs. Moveta Munroe:*

Dear Mrs. Munroe:

¹⁰⁰ Transcript of hearing involving Ms. Andrea Smith which was dated January 21, 2016, pgs. 2-7.

¹⁰¹ Transcript of hearing involving Ms. Lisa Hanna which was dated May 30, 2016. Pg. 37.



I write to you with regard to the special employment program which is being administered by the St Ann Parish Council. I am requesting that the payments be grouped and bills made to the following persons to ensure that that persons employed under the program are paid on time.

And first name there is Babbeth Hanniford - \$475,000, and it continues with some other names. It says:

The St Ann Parish Council is also requesting that this instruction be submitted to them in writing. Should you require any further information please feel free to contact my office at the above mentioned number. Thank you.
Regards – Hon. Lisa Hanna

And its copied to some people.

Did you get a cheque for \$475,000 in 2014, ma'am?

A: Can't recall.

Q: I am going to show you a cheque, can you remember if your TRN is ...?

A: I will just look at it.

Q: Okay. I am going to show you the cheque for \$475,000.

A: Can you repeat the TRN number for me, please?

Q: Its on the back of the cheque. It has on it TRN ...

A: Correct.

Q: You see at the top where it says 'Babbeth Hanniford' - that's your handwriting, ma'am?

A: Yes, sir



Q: This cheque on the back of it also has a stamp 'Bank of Nova Scotia, Ja. Ltd. 21st December 2014, St Ann's Bay Branch'. You cashed this cheque there, ma'am?

A: Yes, sir.

Q: And on the front of the cheque it says: 'To the order of Babbeth Hanniford, Bensonton, for \$475,000, cheque No 007449, date 12/17/2014. Amount \$475,000. Did you collect this cheque, ma'am? – did you cash this cheque?

A: Yes, I did.

Q: You collected this cheque from the Parish Council, ma'am?

A: Yes, sir.

Q: Now you collected this cheque for work you were doing, you did work?

A: Yes, I did.

Q: But you never did \$475,000 worth of work.

A: No, sir.

Q: Did you get instructions from somebody to go and collect the cheque for other people?

A: Yes, I did, sir.

Q: Who you the instructions from?

A: I get the instructions from Councillor Lydia Richards.



Q: *So she write it down and tell you, or she just see you and tell you, or call you and tell you?*

A: *Normally when we have a job doing she normally call me and say, we gonna do a cheque for everything; I'm just gonna ask you to collect this for me.*

Q: *So you have gotten other contracts from her or that was the only one you got from her?*

A: *That was the only one I got for the time being.*

Q: *So you have never gotten any more work from the Parish Council where you go and collect money?*

A: *No.*

Q: *Now attached to the cheque is the contract, what I call the contract, that gentleman is going to show you the contract. You see on it, it says 'Parish Council, St Ann, to Babbeth Hanniford; it has TRN ..., and then it has 15th December 2014; provide labour and tools – machete, shovel, hoe et cetera – debush and remove heavy overgrowth from both sides of roadway and side drains, excavate into silt debris and garbage, clean and clear outer cross- drains and relief drains, gather heap and cart away same from sight [sic] as directed.*

Now listen, this is important, to this part as I read it because I am going to ask you some questions: 'Work done throughout sections of New Hall, York Castle, Cowley, Cross Road' – and it goes on to, looks like Drumley and Cowley. You work in all those places, ma'am.



A: No, sir.

Q: Tell me which one of the places you work?

A: Cross Roads.

Q: Just Cross Road alone?

A: Yes, sir...

Q: But you signed for \$475,000, because it is saying here that you did \$475,000 worth of work and you signed that you did it, but you're telling me that you didn't. So is this true or not true, ma'am?

A: Is not true.

Q: So did Miss Lydia Richards also instruct you to go and sign also, ma'am?

A: Yes, sir.

Q: Did you know at the time it was something wrong you were doing, or do you know, because if you sign to say you do more work that you do, on this paper here – let me start again. On this paper it is saying: Babbeth Hanniford signed here to doing \$475,000 worth of work. This is not true, you did not do \$475,000 worth of work, ma'am?

A: No, sir

...

Q: So you remember of this \$475,000 how much of this money you get, ma'am?

A: \$25,000, sir.

Q: When you changed the cheque, you got the cash, you carry all of it and give Miss Richards?



A: *Yes, sir.*

Q: *And she give you back \$25,000?*

A: *Yes, sir.*

Q: *You had agreed with her before how much you were to get?*

A: *Well, normally its \$25,000*

...

Q: *Thank you very much. How many times you have done work for Miss Richards, ma'am?*

A: *More than once.*

Q: *You did work this time gone?*

A: *No, I didn't.*

Q: *So is the same money she pays every time?*

A: *Well, about two years ago I don't work with her.*

Q: *How you know the cheque was ready down Parish Council, how you know to go down Parish Council for the cheque; the day when you go, how you know, somebody tell you?*

A: *Yes, I would get a call*

...

Q: *You were at the time in 2014 a member of the People's National Party, ma'am?*

A: *Pardon me?*

Q: **You worked for the People's National Party when they have election, do election work for them, ma'am?**

A: *Yes, I do...*¹⁰²

¹⁰² OCG Transcript of Hearing involving Ms. Babbeth Hanniford, which was dated June 1, 2017, Pgs. 2,3,4,5,6,7,9 and 13.



Bethan Gayle

Ms. Bethan Gayle was awarded a contract by the St. Ann Municipal Corporation in the amount of \$375,000.00. The following representations were made by Ms. Gayle as it regards the referenced contract:

“Q: *Now I am going to show you a document, a cheque for \$375,000 that has your name on it, Bethan Gayle, Beecher Town, St Ann, just going to show it to you and tell me if you recognise your handwriting on the back of it, please. (Document shown to witness) Look at the back of it that is your handwriting?*

A: *Yes, sir.*

Q: *The TRN Number ...that is your TRN.*

A: *Can I look at my...*

Q: *Please, yes.*

A: *Yes, sir.*

...

Q: ***You went and cashed this cheque at the St. Ann's Bay branch of the Bank of Nova Scotia, ma'am?***

A: ***Yes, sir.***

Q: ***The date stamped on it is December 20, 2013; you went to the bank and cashed this cheque, ma'am?***

A: *Yes, sir*

...



Q: Description – date 10/12/2013, provide labour and tools, debush and remove heavy overgrowth from both sides of roadway and side drain; excavate into heavy accumulated silt debris, to clean and clear side drain and outlet, and cart away spoils from site as directed. Work done at Four Roads intersection, Exchange, Mile End, Davis, Chalky Hill, Breadnut Hill, Harrison Town, Friendship, and Thatch Hill.

You worked in all these areas, ma'am?

A: *Well, I don't stay for the entire day, I will go ask like my co-workers to get persons, at the end of the day I go and look the amount of work that has been done.*

Q: This was the 6th December, 2013. So you are saying you were the gang leader for all of these areas?

A: **This is what I said, sir, I said I ask my co- workers – you call it 'gang leader' – for them to provide persons.**

Q: *Yes. So you went in all these areas and asked them to provide people.*

A: *No, sir I would call ..*

Q: *Call them on a phone?*

A: *Yes ..*

Q: *Who and who you call?*



A: *I call for Mile End, I call Claudia Green; for Davis Town it used to be Lilieth, don't remember her last name; and Breadnut Hill it would be Mr. Marvin and he also does Harrison Town. For Friendship its Miss Judith.*

Q: *So you contacted all of them by phone and you tell them to find workers in these areas?*

A: *Yes.*

...

Q: *How you know where the areas are?*

A: *Because I know the division, sir.*

...

Q: *At the back of the contract – which I am labeling BG 2 – at the back of it you see your signature on it, ma'am?*

A: *Yes, sir.*

Q: **On the back of it, it says: 'I hereby certify that the forgoing is the correct account for all work done by me amounting to \$375,000 only.' You did \$375,000 worth of work, ma'am?**

A: **I paid out \$375,000** ...

Q: *That's not my question though. This paper you signed says that , as I understand it, that work*



amounting to \$375,000 I agreed in writing to do that work. Did you do \$375,000 worth of work?

A: Yes, sir.

...

Q: Tell me how you did \$375,000 worth of work.

A: Okay, for Mile End – how I do my contract the amount of bushing, the amount of road, like if its one mile, I estimate how much persons to do that one mile and that is how I subtract.

Q: Okay, so it's a contract – you got one contract.

A: Yes, sir.

Q: And the Parish Council called you and give you one contract, that what you remember.

A: Not what I remember, what is done. It is simple, sir, I get a call saying, Bethan, get your team together, we have work in Mile Ends and the Works Overseer would say this is the amount of road to be cut or drain to be cleaned. Then I would say okay, ten man can do that. So as I said earlier, I ask my co-worker: can you get ten man from the community to do that.

....



Q: Did anybody ask you to go and collect money for people; anybody from the MP's office ask you to go and collect money to pay other people?

A: Yes sir. that

Q: Who from the office asked you to do that?

A: You mean to do debushing? Yes, from the MP's office now, whenever I am given a contract from them, I was told specifically by Miss Smith that the person up by Mile End is supposed to get that work, different from the Parish Council. At the MP's office they tell you specifically who, to give that person that work.

Q: So in relation to this money here, this \$375,000, you are saying that Miss Smith told you what to do?

A: Not this; not this, sir.

...

A: No, sir. I don't go there and pay every single person. As I stated to you, I call one person, my co-worker...

Q: And that person is?

A: For the different areas there are different persons.

Q: Your coworkers – right?

A: Yes, I call them my coworkers. I tell them the length of the bushing that the overseer, the Parish Council – I don't know the correct name.



Q: Yes, I have heard that.

I am talking about money now. How you pay these persons?

A: \$2000. In 2013 I think it was – the men used to get \$2000 and the women get \$1500.

Q: So how many people – I want to know about the \$375,000, how you paid out the \$375,000.

A: Okay, I don't remember exactly how much but like in Mile End most of the money normally goes there because its straight bush up, and more miles. So for example – not example – the \$375,000, maybe I can't' fully remember how much exactly but maybe Mile End would get \$100,000; Breadnut Hill might get \$60,000 – that's how...

Q: Alright, I don't want you to speculate; you never keep any records of how the money was paid out?

A: No.

Q: You don't have any records of the names of the people and how many people worked? You never made any record like that?

A: No.

...



[OCG Officer]: *Can you just indicate to us, tell us the step by step process, the step by step actions that were taken by you when you collected and changed the cheque? What did you do when you collected and changed the cheque for the \$375,000?*

A: *Okay, the first thing, I collect the cheque, then I go to the bank in St Ann's Bay. After receiving the cash from St Ann's Bay I would call the persons who I would refer to as my coworkers and tell them to meet me at a point in Ocho Rios.*

Q: *And you apportioned the money there?*

A: *Yes...*¹⁰³ (OCG Emphasis)

Ms. Andrea Smith made the following statements to the OCG during her appearance on January 21, 2016, as it regards the selection of Ms. Bethan Gayle by the Office of the Member of Parliament, South East, St. Ann:

“MR. DIRK HARRISON: Okay, how was Bethan Gayle selected?

MISS ANDREA SMITH: She is a auhm -- she is from the Beecher Town Division, she lives in Hinds Town. She is a group member there as well as she is a strong political organizer in that area.

MR. DIRK HARRISON: And based on the Councillor's recommendation you added her

¹⁰³ OCG Transcript dated June 1, 2017, Pgs. 46,47,48,49,50,51,52,54 and 55



name to the list?

MISS ANDREA SMITH: *Yes, sir.*¹⁰⁴ (OCG Emphasis)

Vernon Williams

Mr. Vernon Williams was awarded a contract by the St. Ann Municipal Corporation in the amount of \$399,990.00. Mr. Williams, during his appearance before the Contractor General on June 1, 2017 advised the OCG that he had previously worked, on a voluntary basis, for Ms. Lisa Hanna, Member of Parliament, South East, St. Ann. In this regard, Mr. Williams who identified himself as a member of the People's National Party¹⁰⁵ stated, *inter alia*, the following:

Q: You also worked with Miss Lisa Hannah [sic]?

A: I helped in a - volunteered for a couple of months.

Q: Volunteered where?

A: With her at the office.

Q: At the constituency office?

A: Yes.

Q: And you volunteered, why?

A: Well, I was just asked to assist in the

¹⁰⁴ OCG Transcript of Hearing, involving Ms. Andrea Smith which was dated January 21, 2016. Pg. 95.

¹⁰⁵ Transcript of Hearing dated June 1, 2017, involving Mr. Vernon Williams, page 122.



reorganisation of - or the reorganising of the constituency office; for just about four/five months.

Q: Asked by whom?

A: By the Member of Parliament.

Q: And you did that for free?

A: Yes, basically. I was given a stipend, you know; not a salaried stipend but I was given a little thing every now and again.

Q: Meaning it was the same amount you got all the time?

A: No.

Q: But you got every month or every week?

A: Not every month; I suppose as the pocket would allow her to. „¹⁰⁶

The following was also stated by Mr. Williams as it regards the contract which was awarded to him by the St. Ann Municipal Corporation:

“Q: Remember getting any contracts for work?

A: Well - contract, I was asked to do something, I don't know if that

¹⁰⁶ Transcript of hearing which was dated June 1, 2017, involving Mr. Vernon Williams. Pgs. 119-120.



constitutes a contract; but I can remember that I was asked to go

I can't recall that I had signed a document to say it was a contract with a scope of work and all that. I don't recall if I did that. If you have documentation to show that I did well, maybe I did. But in terms of the scope of work that wasn't explained to me. I was just given some specifics in terms of what I need to spend out of a particular amount of money, if that's what you are talking about.

Q: Well, tell us a little about what you were given to do.

...

A: I was asked- well was given \$50,000 to do some things, specific things.

Q: Like what, Mr. -

A: Well, I was told to employ somebody to clean some drains and-

Q: Did you do that?

A: Yes, yes.

Q: How many persons you employed?

A: The directive that I got was to employ one person to clean- I don't remember if it was four or



five or whatever drains, but they told me that there is an amount that is paid by Parish Council to clean a drain and I am to go by that regulation; and therefore I was given a certain amount of drains to clean, which added up to \$20,000. And then the remaining \$30,000 I am to use to do some work. I don't know if that's what you are talking about.

Q: You remember going to the bank and collecting- well going to the Parish Council, collecting a cheque for \$399,990.00?

A: Yes, that's it.

...

A: That's what I am speaking about.

...

A: I was given instructions to spend \$50,000.00; I had the liberty to spend that \$50,000.00. The remaining portion I am to take back to them and they would utilise it to pay other people who were given other responsibilities.

...



Q: ... Look at the cheque, the cheque for \$399,990, and tell me if you see your signature on the back of it.

A: Yes, I –

...

Q: That is your signature?

A: Yes, yes, yes.

...

Q: ...Now, sir, did you do \$399,990.00 worth of work at River Head, sir?

A: No, Sir I did \$50,000 worth of work.

...

Q: So why you sign that for \$399,990.00 worth of work, sir, if you didn't do that, why you did that?

...

A: But I was asked by the Councillor-

Q: Which one?

A: Councillor Lloyd Garrick, to - he came to me one day and said he is asking me to collect some resources at the Parish Council in this amount; I am entitled to spend \$50,000.00 out of it to do what I just



said, to clean - I am to give one person some drains to clean and I am to pay \$20,000.00 to clean those drains. I am to use the remaining \$30,000.00 to do some cleaning up around the Community Centre, which I happened to be in charge of, and the general area right there.

Q: What that Community Centre name?

A: Rio Hoe Community Centre.

A: ...

When I did that, I actually had to go to Parish Council two times to collect the money, because when I go down dey the first time I call the Councillor and sey the money nuh ready, him sey comeback up.

Ina mi bed de night him call me and sey dem sey the money ready, me must go back; and me go back the following day. I just telling you so that you understand that I got nothing out of the \$50,000.00. When I went back the second day I collected the money. When I collected the money a sey I get the money, him sey carry it come an meet me at mi house. I carry the money go gi him and I tell him sey dem tek out some money out of it for whatever, whether tax or whatever dem tek outa it.



Him sey you tek out your \$50,000, me sey no, and him tek out the \$50,000 and gi me.

I don't know how the money spend. So that's it. I don't have nothing more to say about that.

...

Q: You had done the work?

A: I do my piece. I do the \$50,000.00 work wey him give me.

...

A: ...Mr. Harrison, nuh mek we fool round the place. Is sumnpen wey happen all over the place. Him sey dem have other people to pay who have other works to do in relation to this. And that is what happens. And it nuh only happen a South East St. Ann, it happen all ova the island. Let me tell you that. Let me tell you this- and probably this might bring some clarity to the entire thing- that not only lloydie Garrick or Lydia and dem, the whole a dem do the same thing; because there is a trust issue that is how I came into the thing. Because the year before dem ask people fe go collect money and people tek wey the money and dem couldn't pay some of the people who do work. And because of that they felt that I



**would go and change the money and carry
come gi dem.**¹⁰⁷ (OCG Emphasis)

Ms. Lisa Hanna during her appearance before the Contractor General on December 10, 2015, made the following representations concerning the contract which was awarded to Mr. Vernon Williams

**“MINISTER LISA HANNA: Vernon is my Office Manager that
helps me with programmes in the
Constituency, not employed, he is a
retired Deputy Chair Manager of
RADA and just a really god [sic] guy
who understands system and
procedures.**

...

MR. DIRK HARRISON: *Is that the same Verna [sic] Williams
at the end who you say you employed?*

MINISTER LISA HANNA: *Yes, sir.*

MR. DIRK HARRISON: **So he got the contract?**

MINISTER LISA HANNA: **He is not a worker.**

MR. DIRK HARRISON: *I am asking you a question.*

MINISTER LISA HANNA: **Yes, sir. That was back in 2013.**

MR. DIRK HARRISON: **He wasn't working for you then.**

MINISTER LISA HANNA: **No, when I say he works, he is not
paid by my office or the Government
or by anybody. He's a retired civil
servant.**

MR. DIRK HARRISON: **How long has he been working with
you?**

¹⁰⁷ Transcript of hearing which was dated June 1, 2017 involving Mr. Vernon Williams. Pages 124-135.



MINISTER LISA HANNA: *He was with me assisting me for the... last, I would say, 3/4 months.*

MR. DIRK HARRISON: *You have any documentation as to when you engaged him?*

MINISTER LISA HANNA: *No, is not like -- -- Mr. Harrison there -- he comes and assist. He has a lot of expertise.*

MR. DIRK HARRISON: *You pay him?*

MINISTER LISA HANNA: **No, sir, I don't. It's purely on a voluntary level. He used to be a part of the Constituency Executive.**

...

MR. DIRK HARRISON: **... At the time he got this contract was he employed to the Government? Was he still employed to RADA when he got this contract?**

MINISTER LISA HANNA: **Not to my knowledge, sir, no. Why?**

MR. DIRK HARRISON: *You mean, if he is a public servant and he was awarded a contract, you want to know, why I would want to know that?*

MINISTER LISA HANNA: *No.*

MR. DIRK HARRISON: *Oh, oh, because that would be a serious concern of a public servant being awarded a contract of \$400,000.00 when he is employed to the Government, especially vector control or especially RADA and I am sure there must be some connectivity*



between the two. Let me move on, I come back to that in a while.

MINISTER LISA HANNA:

Mr. Williams is a very well respected person in the community, sir.”¹⁰⁸

Ms. Andrea Smith also made the following representations as it regards the selection of Mr. Vernon Williams by the South East St. Ann Constituency Office:

“MR. DIRK HARRISON: *Vernon Williams?*

MISS ANDREA SMITH: *What's the question, sir?*

MR. DIRK HARRISON: *How was he selected in relation to AS(2)(a), 2013 Vector Control, CDF?*

MISS ANDREA SMITH: *He was a well known person and respected person within the Moneague Division. He was a community organizer through sports and other entities. He is also a group member.”¹⁰⁹*

Nicolette Keene

Ms. Nicolette Keene was awarded a contract in the amount of \$475,000.00 by the St. Ann Municipal Corporation. Ms. Keene is employed to the Office of the Member of Parliament, South East, St. Ann with responsibility for “...groups and enumeration; mainly political activities.” Ms. Keene provided the following response as it regards her employment:

“Q: To whom are you employed, ma'am?

A: MP Lisa Hanna, Southeast St Ann constituency.

¹⁰⁸ Transcript of hearing involving Ms. Lisa Hanna, which was dated December 10, 2015, pgs 11, 65-67.

¹⁰⁹ Transcript of hearing involving Ms. Andrea Smith which was dated January 21, 2016. Pg. 97



Q: Since when, madam?

A: January of 2012.

Q: What are your functions in that office, ma'am?

A: I started out working as the office secretary where I answered telephone calls, logged requests from persons who came to the office from time to time. That's how I started out. Now I am currently responsible for groups and enumeration; mainly political activities.

Q: When you say group I thought you were going to say you were responsible for group payments.

A: Political groups.”¹¹⁰

Despite a contract in the amount of \$475,000.00, which was prepared by the St. Ann Municipal Corporation and awarded to Ms. Nicolette Keene and which bears Ms. Keene's signature and a cheque in the same amount which was disbursed to Ms. Keene and which also bears her signature, Ms. Nicolette Keene during her appearance before the Contractor General denied that she was awarded a contract by the Corporation. In point of fact, Ms. Keene insisted that she had facilitated payments for a contract awarded for works executed in the Moneague Division. The following representations were made in this regard:

“Q: Have you ever gotten any contract for work in the Constituency, ma'am?

A: Contract for work, no.

Q: Ever sign any contract for work?

A: I was once asked to sign to facilitate payment for work done in the Moneague Division.

[Document handed to witness]

¹¹⁰ Transcript of Hearing dated June 2, 2017, involving Ms. Nicolette Keene. Page 83.



Q: *I am showing you that document. That's a cheque and some documents. You see that cheque from the St Ann Parish Council has your name Nicolette Keene?*

A: *Yes sir.*

Q: **Look on the back of the cheque, please. That is your signature there, ma'am?**

A: **Yes, it is.**

...

Q: *Tell me about that, please?*

A: **In 2014 when the programme was made up I wasn't a part of making out the programme or anything. The person who got the contract, for personal reasons, did not want to collect payment. I was asked if I could do the collection of the payment, and I asked if it was not going to be a problem I would not have a problem facilitating collection of the funds. It was asked of the Parish Council and SDC, they never had a problem with it and that's how I became involved in collecting payment.**

Q: **Who asked you to collect, madam?**

A: **I was asked by Miss Smith.**

Q: *Who is Miss Smith?*

A: **Andrea Smith, who brought it to Miss Hanna's attention and they ran it through the Parish Council and SDC. They never had a problem with me signing.**

Q: *They who? Who ran it through there?*

A: *Miss Hanna and Miss Smith.*

Q: *How did they run it through?*



A: *They called the Parish Council and SDC. I don't know who they spoke with there.*

Q: *But how you know they called?*

A: *Because I was told.*

Q: *Told by whom?*

A: *By Miss Smith.*

Q: *That they called.*

A: *That they did ask...*

[Q]: *Sir, did she say that she was told by Miss Smith and Miss Hanna that they called? Is that what you just said?*

A: *Yes, I was told by Miss Smith that they called.*

...

[Q] *Madam, the contract document, at the end of the contract document can you read the typed words under the word total, please.*

A: *Which one of the sheets?*

Q: *Can you see where it says Nicolette Keene?*

A: *Yes.*

Q: *That's your handwriting, madam?*

A: *Yes, it is.*

Q: *The signature beside it is that yours?*

A: *Yes, it is.*

Q: *Could you read what is underneath the word total, ma'am, in bold.*

A: *It says:*

I hereby certify that the foregoing is the correct account for all work done by me for the Parish Council of St Ann for payment due.

Q: *So you signed that, you did all this work, ma'am?*



A: *[Witness laughs] I didn't do the work, sir.*

Q: *You laugh but this is a document it is contract. You have signed a contract that says for all work done by me. You laughing but this is a serious matter. Let me repeat it again.*

Did you do this work, ma'am, which on the front page it says 1900 metres at \$250 per metre. Total \$475,000. You did this work, ma'am?

A: *The work was done but I was not the person who did it.*

Q: *How you know the work was done? You stand out there and see the work? How you know the work was done?*

A: *Because I saw the persons out there doing the work.*

Q: *Okay. Tell me when they did the work.*

A: *When? Work was done in December of 2014.*

Q: *What date?*

A: *I don't remember the exact date but it's in December of 2014.*¹¹¹ (OCG Emphasis)

In respect of the disclosure made by Ms. Keene that the “... person who got the contract, for personal reasons, did not want to collect payment. I was asked if I could do the collection of the payment...”, it was further stated that the person to whom reference was being made was one Lincoln Dennis. The following representations are instructive:

“Q: **You indicated earlier that you were collecting on behalf of someone who had expressed some - who**

¹¹¹ Transcript of Hearing dated June 2, 2017, involving Ms. Nicolette Keene. Pages 83-84, 86-88.



did not want to collect the payments, can you say who that person who you were collecting for?

A: *Mr Lincoln Dennis was the person who they would have asked to do the contract for that section of work.*

Q: *Do you know the reason why Mr Lincoln Dennis...*

A: *It would have been his personal thing. I am not sure of the personal reason why he would have not wanted to collect.*"¹¹²(OCG Emphasis)

Ms. Keene also indicated, during the referenced hearing, that she was not of the opinion that she had done anything wrong or improper by facilitating the payment in respect of the mentioned contract. The following, *inter alia*, was stated:

"A: *... I didn't do anything improper or incorrect from my knowledge. I was just asked to facilitate the collection of the funds and that's what I did.*

Q: *You also signed that you did work, which is not true. When you signed this document, was it a blank form?*

A: *No, sir.*

Q: *It was written up?*

A: *Yes, sir. If I had known that facilitating the payments would have been a problem, I would not have done that.*"¹¹³

Having regard to the representations of Ms. Keene, and specifically her employment with the Office of the Member of Parliament South East, St. Ann, it is important that the OCG outlines, hereunder, the statements which were provided by Ms. Andrea Smith, CDF Consultant, as well as those which were

¹¹² Transcript of Hearing dated June 2, 2017, involving Ms. Nicolette Keene. Pgs. 98-99

¹¹³ Transcript of Hearing dated June 2, 2017, involving Ms. Nicolette Keene. Page 91.



made by the Member of Parliament, Ms. Lisa Hanna during their respective appearances before the Contractor General:

“CHAIRMAN: How long has she been working in the Constituency Office?

A: 2009.

CHAIRMAN: So you have been working there together, with her since that time?

A: Yes, sir.

CHAIRMAN: She lives in the Constituency?

A: Yes, sir.

CHAIRMAN: I am going to show you copy of a document to Miss Moveta Monroe signed by the Hon. Miss Lisa Hanna. ... (Document passed to witness)

Just have a look at it for me, look at the names of persons who have been awarded contracts there; you see Miss Nicolette Keene's there?

A: Yes, sir.

CHAIRMAN: She's awarded a contract in what year, ma'am? Do you know that Miss?

MR FOOTE: I am instructed she not awarded the contract but was just put there to assist payment.

CHAIRMAN: You adopt that, madam?

A: Yes, sir.

CHAIRMAN: So who put her there?



A: (No answer)

...

CHAIRMAN: ... are you the person who put her name there, ma'am?

A: Yes, sir.

CHAIRMAN: ...What is the basis upon which you put her name there?

A: It was to facilitate payment.

CHAIRMAN: And didn't you think it was improper to put her name there seeing that she worked in the same office, ma'am? Was that improper ma'am?

A: At the time I did not.

CHAIRMAN: And now?

A: Yes, sir.

CHAIRMAN: Are there any contracts in your name? Have any cheques been issued in your name, ma'am?

A: No, sir. ”¹¹⁴

“MR. DIRK HARRISON: Now, madam, you know Miss Nicolette Keene?

MISS ANDREA SMITH: Yes, sir.

MR. DIRK HARRISON: And she is a employee at the South East St. Ann Constituency Officer?

MISS ANDREA SMITH: Yes, sir.

MR. DIRK HARRISON: Presently she works there?

MISS ANDREA SMITH: Yes, sir.

¹¹⁴ Transcript of hearing, involving Ms. Andrea Smith, which was dated December 7, 2015. Pg.



- MR. DIRK HARRISON:** *You are aware that Miss Keene was awarded a contract in the amount of \$475,000.00, while she was working at South East St. Ann Constituency Office, ma'am?*
- MISS ANDREA SMITH:** *Miss Keene, did not -- she wasn't awarded a contract, she was assisting with the payment for the period.*
- MR. DIRK HARRISON:** *Let us break it down then, there is a contract in existence that has Nicolette Keene's name on it and she signed it. But, in your words, she was assisting where group payment were being made, that's what you are trying to say, ma'am?*
- MISS ANDREA SMITH:** *Yes, sir.*
- MR. DIRK HARRISON:** *Let's break it down again, a contract was written in the name of Nicolette Keene and she has signed it and in my words, you can adopt or reject it, there is an award of contract to Nicolette Keene, do you agree with me or do you reject that?*
- MISS ANDREA SMITH:** *She wasn't awarded a contract.*
- MR. DIRK HARRISON:** *Now, what part did you play in having Nicolette Keene sign that contract for 475,000?*
- MISS ANDREA SMITH:** *I am the person who typed the letter,*



sir.

MR. DIRK HARRISON: I am going to show you LH1, Exhibit LH1. LH is for Lisa Hanna 1, did you prepare that letter, madam?

MISS ANDREA SMITH: Yes, sir.

MR. DIRK HARRISON: Now, did you -- having signed that letter, you had the Honourable Minister sign that letter?

MISS ANDREA SMITH: Yes, sir, she signed it.

MR. DIRK HARRISON: Now, ma'am, is there a reason why you didn't allow the group payments to be made in your name rather than Nicolette Keene's name, why didn't you put it in your name?

MISS ANDREA SMITH: I think it was to facilitate the payments in the Moneague Division where Miss Keene is from.

MR. DIRK HARRISON: You came up with that idea?

MISS ANDREA SMITH: I don't remember, sir. The person that usually is the person from Moneague would have been Lincoln Dennis, but I know at the time he was saying that because they were having some differences, I think at that time, I don't remember exactly, he had declined to be one of the persons.

...

MR. DIRK HARRISON: Did you personally recommend



Nicolette Keene?

MISS ANDREA SMITH: I think so.

MR. DIRK HARRISON: And the selection of Miss Keene was not subjected to any process, she was the only person who was selected because she was Moneague?

MISS ANDREA SMITH: She was from the Moneague Division as she was trustworthy.

....

MR. DIRK HARRISON: Remind me who you had discussion with? Why Nicolette Keene? You spoke to somebody or you did it on your own?

MISS ANDREA SMITH: I spoke to the Member of Parliament, that is after Lincoln Dennis declined.

MR. DIRK HARRISON: The Member of Parliament said she never know, she didn't know about Nicolette Keene.

MISS ANDREA SMITH: Sir, sir, sir...

MR. DIRK HARRISON: Would you like me to repeat, why you keep on saying sir? The Member of Parliament, and I stand to be corrected by Counsel, the Honourable Lisa Hanna has said she was not aware, you presented this letter to her. You told her it was okay to use Nicolette Keene's name and she signed based on what you told her. Let me



repeat, the Member of Parliament has said that, you told her and satisfied her that it was okay to use Nicolette Keene's name, so that's the basis upon which she signed this letter.

MISS ANDREA SMITH: She asked why is Nicolette Keene...

MR. DIRK HARRISON: She who?

MISS ANDREA SMITH: The Member of Parliament asked why is Nicolette's name on it, I explained to her that Lincoln Dennis, along with Patricia Clarke is the person that is usually used in Moneague to do the group collection, however Mr. Dennis declined. Hence I was recommending Nicolette because she was only facilitating the payment.

MR. DIRK HARRISON: The Member of Parliament has said that you said it was okay to use her name.

MISS ANDREA SMITH: I said it was okay?

MR. DIRK HARRISON: Yes.

MISS ANDREA SMITH: I don't remember using those exact words.

...

MR. DIRK HARRISON: So, this is the question now, let's start with Nicolette Keene, when she cashed her cheque what happened with her money, tell us what discussions you had with her what arrangements were



made, how was the arrangements made, let's start with her. And this is Nicolette Keene for the for LH(1). I had asked you a question? Mr. Foote, did I ask a question?

MISS ANDREA SMITH: You were saying under Nicolette Keene under LH(1).

...

MR. DIRK HARRISON: ...I had asked about Nicolette Keene in terms of money that she collected and the cheque was cashed, what was done with her money, tell me what the discussion was, what the arrangement was?

...

MISS ANDREA SMITH: (Consults Attorney) Sir, the payment was done under the supervision of Councillor Garrick.

MR. DIRK HARRISON: You hear me ask you 'bout the cashing of the cheque, you advised her when the cheque was ready?

MISS ANDREA SMITH: The Councillors would usually tell us when the pay bills would be made up.

MR. DIRK HARRISON: Because they are in the Parish Council.

MISS ANDREA SMITH: Yes, they would have information to let us know.

MR. DIRK HARRISON: And by us you mean who?

MISS ANDREA SMITH: I mean myself and whoever works at



the office and I would inform them, but they have specific dates for specific Constituency.”¹¹⁵

Ms. Hanna gave the following responses to questions posed to her concerning the recommendation by her for the award of contract to Ms. Nicolette Keene, employee of the Office of the Member of Parliament South East, St. Ann:

“MR. DIRK HARRISON: Miss Keene has been employed in your Constituency Office for how long?

MINISTER LISA HANNA: As a Secretary since 2012.

...

MR. DIRK HARRISON: Are you aware that Miss Nicolette Keene was awarded a contract under the Constituency Development Fund?

MINISTER LISA HANNA: I was aware of that essentially when this investigation started?

*MR. DIRK HARRISON: Okay. I am going to show you a copy of a letter on your letterhead purportedly signed by you and says Honourable Lisa Hanna and appears to be your signature to Mrs. Moveta Munroe, dated December 10, 2014. I am just asking you to have a look.
(Minister shown document)*

...

MINISTER LISA HANNA: The reason why I said to you CG, I

¹¹⁵ Transcript of Hearing involving Ms. Andrea Smith, which was dated January 21, 2016, pgs. 10, 11, 13, 16, 70, 99-101.



am not aware of Nicolette getting a contract, because one of the things I made very very clear is that nobody associated with my office or family members should be awarded contacts [sic]. Certainly, when I signed this letter this was under the same programme where the Parish Council asked that the payments be grouped by person to collect the money to pay the persons employed under the programme. Interestingly, when I submitted the letters this year I got -- to Moveta I got a response from the Parish Council asking them that I take out that sentence, which is, as you are aware, the Parish Council asked that the payments are grouped and they sent it back to say we take out that sentence and sent back the letter, so I haven't sent back the letter yet.

...

MINISTER LISA HANNA: The Parish Council -- just in the same way I write with regards to the Special Employment Programme which is being administered by the St. Ann Parish Council. I am requesting that the payments be grouped and bills



made to the following persons to ensure that the persons employed under the programme are paid on time. A very similar letter was sent to Moveta, where the Secretary Manager was copied as well as the Superintendent of Roads and Works for this year. I got a message back, through my office, which was actually yesterday, asking that I take out that sentence and take it out all together and send back the letter. Because every year a letter is sent like this to the Parish Council with names who they asked that they are paid along with the template that is sent to the different areas. So, those letter have been sent off to the head of the CDF Unit already, Miss Moveta Munroe and she is aware as well for the Parish Council ask that that payments are grouped, because the person who is collecting the money are not necessarily, I am told, quote and quote, they just need somebody to come and collect the money.

MR. DIRK HARRISON: You have that in a form of e-mail or in writing from the Parish Council?

MINISTER LISA HANNA: No, the Parish Council never gives



anything in the form of e-mail or writing unless you ask them for it.

MR. DIRK HARRISON: Who is it through your office, who was it that it was communicated to in your office to advise that one should remove those words from the letter?

MINISTER LISA HANNA: Miss Nicolette Keene and Mr. Vernon Williams.

...

MR. DIRK HARRISON: At the time that you signed that letter, you would have been aware or you were aware that Miss Keene worked in your office?

MINISTER LISA HANNA: Yes, sir.

MR. DIRK HARRISON: And would you agree with me that, that may not be the most proper or appropriate person, being Miss Keene, to collect money for a contract that she -- well, let me pause. Miss Keene at that time that letter was signed was not actually awarded a contract [sic]?

MINISTER LISA HANNA: No, sir, not to my certain knowledge.

MR. DIRK HARRISON: But, what was being done, her name was being submitted with a view to her collecting for persons.

MINISTER LISA HANNA: I was presented this letter. I asked if all the things were complied with, I



was told yes. I asked specifically if it was, if the Parish Council, if this was okay with the Parish Council.

MR. DIRK HARRISON: You asked, who you asked?

MINISTER LISA HANNA: Miss Smith.

MR. DIRK HARRISON: you asked Miss Smith if?

MINISTER LISA HANNA: She is at the CDF Office, she needs to be compliant with all a regulation.

MR. DIRK HARRISON: But also Minister you can't just take her word. Minister, you have to do your own diligence, you can't just sign because she said so. But, question is, did you specifically ask in respect of Miss Keene who was employed...

MINISTER LISA HANNA: I did, I did, and I was told that it was okay.

...

MINISTER LISA HANNA: Miss Keene is, she lives in a large area, very well known in that particular area. Not somebody that if you notice even in the previous ones, or even subsequently, she has not been on any contract per sey. The Parish Council was asking for some alacrity. I was not comfortable that is why I know I asked the question about Miss Keene and I was told that it would have been okay because she did not receive a contract to work, it



was just to pay the other persons and the persons were paid.

...

MR. DIRK HARRISON: Yes, so you are saying that you don't think it's improper for a member of your Constituency Office to be a collector?

MINISTER LISA HANNA: Mr. Harrison, when this letter was brought to me it was for the sole basis of my signature on the basis these payments are grouped so that persons can be paid. And that is the basis of my signature on the letter.

...

MR. DIRK HARRISON: *Let me ask again, do you think it is improper that Miss Nicolette Keene is employed to your Constituency Office and she is being used or utilized as a collector to collector on behalf of persons who have done work.*

MINISTER LISA HANNA: If it is for them to be paid and if Parish Council said it is okay, then I would not have considered it improper.

...

MR. DIRK HARRISON: Minister, do you have anything in black and white, a letter to Parish Council saying it was okay.

MINISTER LISA HANNA: Mr. Harrison, I would have to say to



you it was via word of mouth.”

...

MR. DIRK HARRISON: *...when you signing that document, did you as for due diligence process find out if she signed a contract signed or signed a contract document?*

MINISTER LISA HANNA: *No, I didn't find out that information. I asked specifically, if she would have received a contract for this and I told no. What she is being asked to do...*

...

MR. DIRK HARRISON: *... So, one needs to know now, if she would not have received any, did you ascertain who it is that would have received the contract?*

MINISTER LISA HANNA: *No, no, sir. I didn't.*

MR. DIRK HARRISON: *If I go to the office, would I be able the trace that? How would I find in your office, from your records that where Miss Keene signed as collector...*

MINISTER LISA HANNA: *Mr. Harrison, remember that document you showed me with a list of areas and persons, payment etc?*

MR. DIRK HARRISON: *You mean the one from Parish Council?*

MINISTER LISA HANNA: *No, something that would be been*



generated from my office.

MR. DIRK HARRISON: I think we had ASI through to 4.

MINISTER LISA HANNA: Right.

MR. DIRK HARRISON: Created by Miss Smith.

MINISTER LISA HANNA: These persons, right, and that's the similar thing that the Parish Council is now saying to me. When we send this letter off to Miss Munroe, it corresponds with that other document, because what is saying is, look, that is the template of the contractors, these persons have been recommend to collect that money to pay those persons. So, in this instance, that is where it would have worked itself out, that's the corresponding documentation, so that you can check back to see if the persons were actually paid from these persons who collected it. It's a system that has been...

...

MR. DIRK HARRISON: My questions is in relation specifically as it relates to contractors, whether or not we could reconcile and find the necessary documentation.



MINISTER LISA HANNA: *You have to find it in the Parish Council, you wouldn't find that in my office.*

....

MR. DIRK HARRISON: *And despite what the preamble says in the document, how are you able to say who is a contractor and who is a collector?*

...

MINISTER LISA HANNA: *To my knowledge, sir, they were all collectors, because what I am told is that once the Parish Council checks the work in the particular areas that a name is -- once they receive this letter the persons can sign and collect. So, to my knowledge, they are all collectors.*¹¹⁶

“CHAIRMAN: Minister, we would like to start firstly with some questions in relation to Nicolette Keene. The Parish Council has given us a copy of the contract that was issued to her; its before you now. We had requested this information from them because I believe on the last occasion it had been brought to your attention that a

¹¹⁶ Transcript of Hearing, involving Ms. Lisa Hanna which was dated December 10, 2015, pgs. 7-10, 21-22, 30, 38.



contract had been issued to her and we had been advised moreso by Miss Andrea Smith that she was a collector – collecting for a group payment and was not a contractor. However, for all intents and purposes what is evidenced here is an actual contract that is issued for her. I know we differ – meaning the lawyers and I – in terms of what is really contract; but Miss Nicolette Keen, her name appears here as the payee, Payee Name – on the very first page of \$475,000.

I pause here just to then ask my first question: as I understand it, a contract is made to a contractor; a contractor then subcontracts and then labourers are hired. Would you agree with that process?

A: Say it again for me, Mr Harrison?

Q: You have a contractor to whom the group payment would be made; the contractor would then subcontract, so there may be six or seven persons to whom a subcontract is issued, and then that subcontractor would hire labourers. So the 700 persons, for instance, you mentioned on a previous



occasion, they would form the labourers but you probably may have six or seven persons .

A: So you actually have more subcontractors; you maybe have about – maybe over thirty, and so what the Parish Council says is, look, we can't process say, fifty cheques, so send us eight names that can pay so those persons can pay the other people. And its interesting that you ask that as the first question because there was a bit of a confusion with the Parish Council this year, and even though they sent a letter to say, look, we're not making group payments, they ended up asking for the eight names again to pay those eight people so they could pay the other people. They just can't administratively process paying subcontractors. Whatever their methodology is for paying those collectors I think is something you need to take up with the Parish Council, because its been done like that for so many years and its kinda has just been a roll-over process.

...



Q: On the last occasion – not the last, the one before that, you had indicated that Miss Andrea Smith had presented to you for signature a list of persons, to include Nicolette Keen, to whom group payment should be made. You recall saying that?

A: Yes, I do.

Q: Miss Andrea Smith had indicated to you that it was okay for you to sign even though Miss Nicolette Keene was employed to the constituency office.

A: Correct.

Q: And you signed based on the assurance that Miss. Smith had given you.

A: Correct. In addition to that, I should add, that there was another name that was submitted. I think his name was Lincoln Dennis, for the Moneague Division who was really supposed to be the person responsible. He had a run in, he was in front of the courts for some – at the time I think some children's issues and he didn't feel that he-- he had been cleared and everything else, but I think it was felt and he didn't feel, so that was why at the last minute... but Nicolette is from



Moneague, et cetera, that is why I think Miss Smith said, look, somebody has to collect the money, and its okay.

...

Q: The question though, what I am trying to understand and get at, if Miss Keene is there as a collector...

A: ... so why is there a contract?

Q: No, who selects the subcontractors, because if the main contractor normally selects the subcontractors and the labourers, who does the selection?

A: Excellent question. I think in this instance she was put in at a last minute. I think the subcontractors were already chosen by Lincoln Dennis and the Councillor, et cetera, but this is – she was collecting the money to pay them and she found those persons and paid them, and I am sure if you call them they will tell you that there were paid.

Mr Harrison, I think certainly from this exercise, and I can't insert myself in the Parish Council's administrative processes, if they really are just collecting the money, perhaps there should be just a payment voucher and



not a contract that looks like this – I am just being hypothetical.

Q: Are you also being hypothetical to say that maybe Lincoln Dennis had selected the persons already, or you are not really sure?

A: No, those names had gone in, you know; I am sure if you look back at the 2014 list, which you have ... you showed them to me the last time, those names were in there to the Parish Council.

Q: You are saying if I look at 2014 I ought properly to see Lincoln Dennis' name and then what should exist is that there should exist a further letter asking for Lincoln Dennis' name to be withdrawn and to be replaced by Nicolette Keene's...

A: I don't want to speculate... ”¹¹⁷

Mr. Lincoln Dennis

Mr. Lincoln Dennis was awarded a contract in the amount of \$390,000.00 by the St. Ann Municipal Corporation. Mr. Dennis appeared before the Contractor General on June 2, 2017, and made the following representations concerning the stated contract:

¹¹⁷ Transcript of hearing involving, Ms. Lisa Hanna which was dated January 29, 2016. Pgs. 1-8.



“Q: I have here a cheque dated 19th December, 2013 for \$390,000 in the name Lincoln Dennis.

(Document handed to Witness)

Could you just look on the back if you see your signature on the back, please. You see your signature on the back of the cheque?

A: No. I think I got work 2013. I know I got work 2013.

...

Q: In this 2013, what it has on it - I start first with, look where the cheque is. That piece of paper behind the cheque where it says work done at College Gate, Greerfield, etc? You did work in those areas?

A: Yes, I did work in those areas, and the TRN is mine.

Q: And what we have here, it says on the contract itself: Work done at College...

A: Yes, the TRN is mine and it is my handwriting too.



Q: College Gate to Fern Gully, Greerfield to Moneague, Jeffery something to Gibraltar and from Stop Gate to College Gate. You did work in all those areas?

A: These contracts -before I answer that question, these contracts are not done in a way where you are given these areas. These contracts, you will hear that you are working with five people and the other five people go and do the work and you pay these people. So basically it is just one section you get but you are in charge of all the money for the areas. So maybe that's why the areas are not coming readily but I know I got work in 2013 and the TRN and the handwriting is mine.

Q: On the back of the contract that is your handwriting there and the name Lincoln Dennis?

A: Yes, that is my handwriting.

Q: But you realize you have signed - Well up top, under the word total it says:

I hereby certify that the foregoing is correct account for all work done by me for the Parish Council.



And you signed it. So you agree this is not correct because you didn't do all this work?

A: **What I am saying, that work is given out. Let us say you get work for ten different areas, you might supervise the others but you are in charge of one. So from this \$390,000, I doubt if I would get \$40,000 but people work in different areas. And when I question it, they say they do it this way because they don't want the crowd to go to Parish Council.**

...

...

[Q] In terms of the amount of money that you would have received, you said earlier that you don't remember how much you got of, the 390,000 but can you recall how many persons you had employed in the specific area you were in charge of?

A: **I think I was in charge of Moneague Housing Scheme. I can't remember the specific amount I got. But I am almost sure I didn't get \$50,000.**



Q: Can you recall the process that you went through to select the persons who worked with you?

A: The persons were given to me. I did not select those persons, the persons' names came from the Constituency office. So some of these persons I don't even remember. If I see them again, I don't even know them.

Q: Who from the Constituency office selected these persons and gave you the names?

A: Miss Smith.

Q: Can you tell us the process. Did she check them before and called you or write you a note with the names of the persons?

A: She took up the phone and called.

Q: And in terms of how much money was to be paid to these persons were you also instructed as to that or you decided how much?

A: I was instructed how much.

Q: Did you actually supervise the works that took place for the amounts that you were apportioned?



A: *No. As I said before, I got a portion so the rest of it was basically just to collect and give to these people.*

Q: *For the part that you did.*

A: *That I did?*

Q: *Yes.*

A: *Definitely.*

...

Q: *And in terms of the contract that you signed, i think it is Exhibit LD3, can you say specifically where you went to sign it, how that procedure was handled? Where you signed the contract?*

A: ***I think, I am trying to remember if I went to the Parish Council to sign the contract because I had a concern because when I signed this I signed a blank paper.***

Q: ***There was nothing on it?***

A: *There was nothing written and I can't remember where but I know that I sign a blank paper and I even run it by my*



*wife because my wife did accounting
and she had concerns too.”¹¹⁸*

In relation to the representations made by Ms. Nicolette Keene, concerning her facilitation of the collection of a cheque for or on behalf of Mr. Lincoln Dennis, the questions which were put to Mr. Dennis during the course of the mentioned hearing as well as his responses are detailed below:

“CHAIRMAN: Now, sir we are advised that on an occasions in 2014 you were not available and Miss Andrea Smith stopped short of saying that Mr Lincoln Dennis was not available so she asked Miss Nicolette Keene to collect a cheque on behalf of her Miss Ann Smith. You know Miss Smith who used to work in Miss Lisa Hanna's Constituency office?

A: Yes, sir.

Q: And you know also Miss Lisa Hanna who is the Member of parliament, sir?

A: Yes I do.

Q: Have you ever done work for the Constituency officer, bushing and drain cleaning?

A: Yes, but I don't think it is 2014.

Q: Now, have you ever been asked by the Constituency office to go and collect money on behalf of other people, sir, for work that was done?

A: Yes.

Q: More that once or once?

A: I remember once.

¹¹⁸ Transcript of Hearing which was dated June 2, 2017, involving Mr. Lincoln Dennis. Pgs. 4-11.



Q: And do you know why you were asked to go and do it, sir and by whom?

A: It was by the MP's office, Ann Smith, and what I remember is that I believe they were concerned about a lot of people going to the Parish Council and the gathering and so they would ask one person to collect on behalf of the others.

...

Q: So you get a contract but you get people to do the actual work, correct?

A: Yes.

Q: Any particular area that you have done work in the times that you have done work?

A: I remember the housing scheme, Moneague Housing Scheme and I remember the cometary [sic].

Q: Which one of them?

A: Moneague Cemetery and I also remember on Phoenix Park Road. Phoenix Park Road is more recent. I think that was, not Christmas gone, the Christmas before.

Q: Just listen these areas and tell me if you have done work in any of these areas. I know you just told me two areas. Work throughout sections of Greerfield, Moneague College, back to a section of Stop Gate, Pari Town, Hopefield, Swansea to Fern Gully and Clapham. Ever do work in any of those areas?



A: *None of the above. None of those areas*

Q: *In relation to this matter that I am reading to you, this contract was made out to Miss Nicolette Keene. You know Miss Nicolette Keene in the Constituency office, sir?*

A: *Yes, I do.*

Q: *She pointed out to us today that it is because Miss Ann Smith told her that you were unavailable to collect the money she was asking her, Miss Nicolette Keene, to collect the money so the people could get paid?*

A: *No, I have never worked in any of those areas. What I remember, and I cannot specifically say it is 2014, but I remember getting a call from Ann Smith to collect money on behalf of people in 2014. I consulted somebody because I was concerned.*

Q: *About what? What were you concerned about?*

A: *I was concerned about basically corruption and I had some other issues dealing with and I just couldn't bother with any more.*

...

Q: *Okay.*



A: *So I seek advice at least from the Councillor of the area Lloyd Garrick and he advised me not to.*¹¹⁹

It is instructive to note that Mr. Lincoln Dennis, by way of correspondence dated November 20, 2017 informed the OCG of the following:

“I write with respect to our meeting on June 2, 2017. With allegations made that I was contracted in 2014 and a member of staff of the Member of Parliament office, namely Nicholette Keene testified that I was not available so they collected money on my behalf. As I told you in that meeting I did NOT work for that office in that period, neither did I give anyone permission to collect money on my behalf.”

*Therefore I would like to know that status of that investigation. I want to clear my name and move on with my life.*¹²⁰ (OCG Emphasis)

Paulette Grant

Ms. Paulette Grant was awarded a contract in the amount of \$480,000.00 by the St. Ann Municipal Corporation. Ms. Grant appeared before the Contractor General on October 1, 2015, and made the following representations concerning the stated contract:

“CHAIRMAN: *Thank you, ma'am. Now ma'am, have you ever gotten any contract through the Southeast St. Ann Constituency Office?*

A: *Yes, sir.*

¹¹⁹ Transcript of Hearing dated June 2, 2017, involving Mr. Lincoln Dennis. Pages 1- 4.

¹²⁰ Email which was received by the OCG from Mr. Lincoln Dennis and which was dated November 20, 2017.



CHAIRMAN: *Contract to do work?*

A: *Yes, work.*

CHAIRMAN: *Have you had more than one contract?*

A: *No, one.*

CHAIRMAN: *When did you have that contract?*

A: *2013.*

CHAIRMAN: *How you came to get that contract?*

A: **I was recommended by the Member of Parliament, Comrade Hannah, to do the contract in Bensonton Division.**

CHAIRMAN: *And she recommended you to who?*

A: *To?*

CHAIRMAN: *Somebody called and said that?*

A: **Yes, I got a call from the Office that Comrade Hannah recommended me to do the contract on behalf of my trustworthiness.**

CHAIRMAN: *Okay. Who called from the Constituency Office?*

A: *The Secretary.*

CHAIRMAN: *Who was that?*

A: *Andrea Smith?*

...

CHAIRMAN: *Where exactly in Bensonton, Bensonton is a big place, you know.*



A: *Mile Post 8 to 9, that was a mile that I do but the contract like you sub some people to the contract.*

CHAIRMAN: *Now, you sub how many persons?*

A: *I can't remember quite now you know, I just remember like – About three persons I remember.*

...

CHAIRMAN: *So how many people work on your mile?*

A: *15. I tell you 15.*

CHAIRMAN: *Yes. What I was trying to understand, what about the other three persons....*

A: *No.*

CHAIRMAN: *Those other persons madam, they worked on another stretch of road, not your mile?*

A: *Yes, sir.*

CHAIRMAN: *You worked from 8:00 to 9:00?*

A: *Mile post 8 to 9.*

CHAIRMAN: *So from mile post 8 to 9...*

A: *A mile.*

CHAIRMAN: *A mile?*

A: *Uh-huh.*

CHAIRMAN: *Yourself and 15 others?*

A: *Yes, sir.*

CHAIRMAN: *So you gave them each \$2,000.00?*

A: *\$2,000.00.*

CHAIRMAN: *So that's \$30,000.00?*



A: *Yes, because it's \$35,000 I got for the pay.*

CHAIRMAN: *\$35,000?*

A: *Yes.*

CHAIRMAN: *Now, did you sign a contract?*

A: *Yes, I signed a contract.*

CHAIRMAN: *For how much?*

A: *\$480,000.00.*

CHAIRMAN: *Why you signed a contract for that amount?*

A: *Because they asked me to sign a contract, the contract was for the Division. So they said instead of making up contract for...*

CHAIRMAN: *Who said that?*

A: *When I called I asked why I should I sign the contract they say instead of making up contract for so many people you make up the contract in one somebody name, you sub those people.*

...

CHAIRMAN: *Now, as we close off, when you got the \$480,000.00 what you did with it, ma'am?*

A: *I changed the cheque, take it to the Office, the Councillor was right there...*

CHAIRMAN: *Which Councillor?*



A: *Lydia Richards. She asked me if I got it changed, I said yes. She said, "give it to me let me pay my Division", and I handed her the envelope. So she paid...*

CHAIRMAN: *So Miss Hannah [sic] recommended you?*

A: *Uh-huh.*

CHAIRMAN: *And you gave the money to Miss Richards?*

A: *She asked for it. She asked...*

CHAIRMAN: *So anybody who asked you would have given it to them?*

A: *No, only if it was a gunman hold me up and said give mi the money I would have to throw it give him.*"¹²¹

It is instructive to highlight that during the course of the OCG's Investigation, Ms. Lydia Richards by way of an email which was dated August 29, 2015, requested that the OCG enquire into the sum of \$480,000.00 which was stated to have been collected by "Paulette Grant" on December 17, 2013. The email stated, *inter alia*, as follows:

"I would appreciate if you could look at the \$480,000 collected by Paulette Grant on December 17, 2013. This came to my attention and I called Paulette and she said she did not collect any money I investigated in all Divisions and found that of all the other so named two left the island before the date, one is sick for over 10 years and only the one I

¹²¹ Transcript of Hearing which was dated October 1, 2015, involving Ms. Paulette Grant. Pages 163-169, 178-180.



spoke to remain I called her again and she then said she wants the information because she wants to talk to the police and her lawyer. a few days later Paulette called and told me that she had collected the money and took it to the office she went to the office and Andrea showed her how the money was paid out, she went on to say she had given me the money to pay out I would love for you to investigate for me because I cannot remember paying out this money I would also like the list of names of persons who got this money because I am aware that names may be there however the recipient as is written may not know about the transaction”¹²²

Having regard to the representations made by Ms. Grant concerning Ms. Lydia Richards, Councillor, Bensonton Division, the OCG deemed it prudent to require Ms. Richards to provide responses in this regard during her appearance before the Contractor General on June 1, 2017. The following representations were made:

Q: We had shared with last time what had been said by at least one person who had joined us, and I had previously shared with you, I think, what Miss Paulette Grant had said, when Miss Paulette Grant had indicated that \$480,000 was received by her, a cheque, she changed it and then she gave the money to you, you remember my saying that to you on the last occasion?

¹²² Email which was dated August 29, 2015, which was sent to the OCG by Ms. Lydia Richards.



A: *I think - No, but I had written to you to find out, because she did say that. So that why I had said if you could find out Because I really ... I still cannot remember she giving me that money. However, based on the money that comes from the Member of Parliament that anybody from – anybody collected, I would get the names from the people at the office who to get the money. It's not that it would come to me and I decide, no. the money would come with the names of who to get what.*

Q: *In an envelope?*

A: *When they get it from the bank they would carry it to me. But before that I would have the list of who do what work; so it would just be to give them the money.*

...

A: *Because - All right, the last time I paid out money for them was when there was a payment where Russell asked me to give him a sum of money where nobody worked; and I told him that I could not give it to him because nobody did the work. So*



I asked - I told him to tell the Member of Parliament—he said the Member of Parliament said I am to give him. I said, well, tell you what you do, ask her to call me and tell me to give you and I will give it to you. So I don't remember from that time - because is from that time they start to pay -

Q: When was that?

A: I just cannot remember. And is from that time they started paying from the office. But normally what happens is that I would get the names of the people - this is before that - and the people would get the work and I would know - they would send what everybody to get, you know, on the list. So I would just pay out the money based on what they said.

...

Q: What is it if people say that Councillor Richards, she is the person who, when we cash the cheque we have to give her the money and she give us a cut? You have done that?

A: No, no.



Q: *Never ever donethat?*

A: *Every Christmas and I am glad you bring up that, because guess what? I am one of those that I don't agree that everybody money should come together; and you can ask the Parish Council.*

Q: *They call them group payment.*

A: *Yes, but this is what the Parish Council does. So what they do is that everybody - they would give one person to collect probably \$250,000, probably \$400,000, because I think they can go up to \$500,000 now.*

...

A: *So they would go and they would collect and carry it come give me right in the Council; and I would sit in the Council and count them out, and people who come would sit down there and help me count them out and give them, yes. So that's what we do; and that is common practice. And I think I am the only one who would prefer if everybody take their money, because guess what, it cause me to*



go sit down and waste the whole day.

...

That is what happens every - even for the Member of Parliament's office, you know. Every Christmas every work wey done you have probably six people collect the money, yeah. And so when they collect it they would take it to me right in the Council. I went the Member of Parliament's office one year, since we not really on good terms, yeah - because I was coming from town and I asked them to meet me there, but outside of that every year I would meet them right in the Council and I would sit down in the Council and some people who come would help me, and we would count them out and give everybody right there, yes.

Q: How long now you stop doing that?

A: No, we still do that.

Q: You still do that?

A: Right up to Christmas gone, yes,



*right up to Christmas gone.*¹²³(OCG
Emphasis)

Ms. Andrea Smith stated, *inter alia*, the following as it regards the basis upon which Paulette Grant was selected:

“CHAIRMAN: Now, you know one Miss Paulette Grant?

MISS SMITH: Yes, sir.

CHAIRMAN: And Miss Paulette Grant was a contractor who was selected to do work in South East Saint Ann constituency?

A: Yes, sir.

CHAIRMAN: To your personal knowledge, can you say how she was selected?

A: She is a delegate. She works along with the cluster manager in the Bensonton area. She is well known to the persons in and around the Bensonton area.

CHAIRMAN: And in respect of her, did you have any personal involvement in her selection?

A: No, sir.

CHAIRMAN: Are you aware as to how she was selected, whether by the Member of Parliament, the Hon. Miss Lisa Hanna or someone else; a

¹²³ Transcript of hearing which was dated June 1, 2017, involving Ms. Lydia Richards. Pages 194-207.



**Councillor? Can you say how she
was selected? You can't recall that?**

A: **I don't remember, sir.**

...

CHAIRMAN: *And did you play any role in terms of
advising her that she had been
selected, or can you recall having any
role to play in respect of her at any
time?*

A: *I would have contacted her when the
project was approved.*

...

CHAIRMAN: *But for even that area, the MP's office
still has some part to play in
determining who the persons are who
work alongside them, well, are
subcontracted, I'm sorry.*

A: *The subcontractors, yes, but not the
persons who are employed to the
subcontractors.*

CHAIRMAN: *As far as you know it, in each of these
cases where persons are selected as
contractors, you expect that they're
going to subcontract persons and the
subcontractor is going to sub-
subcontract persons? Let us have
three layers. Let me ask again. A
contract is issued to "X" person, you*



expect that the subcontractor is going to subcontract somebody– I'm sorry – the main contractor is going to contract somebody. That's expected; correct?

*A: I would – just a second, please.
(Witness consults with Attorney [sic])*

MISS SMITH: The group collector would make the payments to the subcontractors.

CHAIRMAN: But the subcontractor is one person; correct?

A: You have a number of persons, a number of subcontractors.

...

CHAIRMAN: So in most cases, you basically have three layers: The main contractor, there's a subcontractor, and the subcontractor hires persons so you have sub-subcontractors; would you agree with me with that?

A: The persons who work with the subcontractors, we don't refer to them as contractors, we refer to them as labourers.

CHAIRMAN: Okay, but the labourers at the – if you were to create a table, the labourers are at the end?

A: Yes, sir.

CHAIRMAN: And the contractor is at the other end?



A:

Yes, sir.”¹²⁴

Contract Awarded to Ms. Elsie Fullerton

Ms. Elsie Fullerton was awarded a contract in the amount of \$400,000.00 by the St. Ann Municipal Corporation. The OCG was unable to make contact with Ms. Fullerton, during its investigation to ascertain the circumstances which led to the award of contract, as well as to ascertain the manner in which the contract was executed by Ms. Fullerton.

Ms. Andrea Smith, however, made the following representations as it regards the basis upon which Ms. Fullerton was selected by the Office of the Member of Parliament, South East, St. Ann:

“A: *Elsie Fullerton is from the Moneague Division. Again she has been – I came there and saw her, she has experience; she knows practically everyone. She's an Area Leader as well and a Delegate*

CHAIRMAN: *When you speak about Area Leader – you gave three. You just said Area Leader and you said Delegate, there is a name you used in between.*

A: *Cluster Manager.*

CHAIRMAN: *Those are all terms that are used, political terms?*

A: *Yes, sir.*

¹²⁴ Transcript of Hearing, involving, Ms. Andrea Smith which was dated January 13, 2016 pgs. 1 - 4.



CHAIRMAN: *In therms [sic] of that, the reasons that these persons are using for group payments is because they are persons that can be trusted by the Constituency Office?*

A: *Yes, sir.*

CHAIRMAN: *So how was Elsie Fullerton selected? You told me the basis but who selected her in this regard? I know the letter is under the hand of the Minister, the Member of Parliament, but in this case she was recommended by the Member of Parliament or you recommended Miss Fullerton?*

A: ***I would usually make the recommendation to the Member of Parliament. If she has any objections then I would have to recommend somebody else.***¹²⁵ (OCG Emphasis)

The Case of Mrs. Joan McDonald

The OCG's review has indicated that for the period under review, Mrs. Joan McDonald was awarded one contract by the St. Ann Municipal Corporation in the amount of \$414,900.00. Mrs. McDonald who identified herself as a member of the Executive Committee¹²⁶ of the South East, St. Ann Constituency, has appeared before the Contractor General on a number of occasions and has provided statements which appear to be contradictory as it relates to the circumstances surrounding the award and execution of the referenced contract.

Mrs. McDonald appeared before the Contractor General on July 15, 2015 and made the following representations as it regards the contract which was awarded to her in the amount of \$414,900.00:

¹²⁵ Transcript of hearing which was dated January 5, 2016, involving Ms. Andrea Smith. Pages 30-31.

¹²⁶ Transcript of Hearing involving Ms. Joan McDonald which was dated July 15, 2015. Pg. 63.



“CHAIRMAN: Now, have you received contracts from the, you have received the South East St. Ann Constituency office, contracts to do work?”

A: Well, I got a contract to do bushing and drain cleaning and white washing of the roads, that’s it.

CHAIRMAN: So you have only received one contract ever from the South East St. Ann Constituency office?

A: As far as I can remember it’s one contract, I think it’s about two.

CHAIRMAN: Now the contracts that you, can you recall – the contracts that you have received, it is since Miss Hanna has been Member of Parliament or it was before her time?

A: It’s since Miss Hanna that came.

...

CHAIRMAN: Now, what were the circumstances under which you got that contract, meaning how you came to get that contract?

A: All right, persons in the community came to my shop, young people and they asked, they said to me that was work was going on, good, and if I called the office and I asked them about the work saying that I need some, can I get some work for some of my persons in my community because I understand that work is going on and I was told they are going to check. All right, when I called Miss Smith she said that...

CHAIRMAN: Miss Smith is the person you called at the constituency office?

A: Right sir.



...

A: *And she said that I can go ahead and get some persons which I did and that was it, I did.*

...

A: *Okay, work was going on in the division as I said and I asked Miss, I called down by the office and I asked them to give me some work for my people in my community. All right, she agrees and she approved the work and she said to me, get some persons, right...*

A: *Right. When I got the work, when I get the work, I get the persons, she say I am to just get the persons, organize them...*

CHAIRMAN: *She told you how many persons to get?*

A: ***No man, because I sub out the work, right.***

CHAIRMAN: *Right.*

A: ***So it means therefore it would be the sub contractors who will get the persons with whom they would want to work. Follow me?***

CHAIRMAN: *So you didn't actually do any work yourself?*

A: *No, because I sub out the work, I didn't have the time because I have a business. All right, but what happened is that the work was for various areas in my division, you understand.*¹²⁷

During the course of the mentioned hearing, Mrs. McDonald provided the OCG with a copy of documents which were labelled during the proceeding as Exhibits 'JM1' and 'JM2'. The OCG has illustrated, hereunder, a copy of the stated Exhibits:

¹²⁷ Transcript of hearing involving Mrs. Joan McDonald which was dated July 15, 2015. Pages 63-67



Exhibit JM1

		Draft subject to change			
Claremont clock – gas station	painting /bushing	Lorna Riley		108-896-648	25,000
Green Park – JM Broilers	Bushing	Wayne Simpson		102-986-509	50,000
Claremont -Prosper Hill	Bushing	Julian Scarlett ✓		757-49469	30,000
Prosper Hall- JM Broiler	Bushing	Douglas Anderson ✓			150,000
Ramble	Bushing	Vivine Chung			30,000
Clock – cemetery	Bushing	Angella Jarrett			30,000
Cemetery – coultart	Bushing	Pauline White			35,000
Green Park- Coultart	Bushing	Donnett Hamilton			60,000
					410,000

3415
150
263



Of note the referenced Exhibit portrays a list of eight (8) names and associated areas to which specific works and monies have been stated. In addition, the Exhibit displays the stamp of the Member of Parliament for the constituency of South East, St. Ann in two (2) instances.



Exhibit JM2

The following are ^{some of} the names
of the sub-contractors and the
amount paid for the work
that was done.

Wayne Simpson (\$50,000) W Simpson
Douglas Anderson
Hardley (\$150,000) D Anderson

Alvine chung - (\$30,000) Alvine chung

Pauline White - \$35,000 P White

Devon Gayle - \$30,000 Devon Gayle

Donette Hamilton - \$60,000 Donette Hamilton



Jan 2

Exhibit JM2 above, reflects a list of seven (7) names and signatures appearing to attest to being sub-contractors to whom stated sums were made payable. The Exhibit also bears the stamp of the Member of Parliament for the constituency of South East, St. Ann.



Mrs. Joan McDonald advised the OCG that the referenced documents which were labelled Exhibits JM1 and JM2 were provided to her by the Office of the Member of Parliament South East, St. Ann and specifically by Ms. Andrea Smith. The following representations are instructive:

“CHAIRMAN: So this document that you have given us a copy which I am labelling JB1 as an exhibit. This document, who prepared this document?

A: At the office.

CHAIRMAN: No, it was not prepared by you?

A: No, at the office. I submitted the name you nuh, I submitted the names.

CHAIRMAN: You submitted the names?

A: To the office.

CHAIRMAN: The names of the persons from the eight communities?

A: Right, to the office.

CHAIRMAN: The office then, you are saying the office that you had called where Miss Smith is?

A: The constituency office.

CHAIRMAN: They then prepared this document and gave it to you?

A: Precisely, and it is stamped.

CHAIRMAN: Did you personally collect this from the office or it was sent to you?

A: I collected it from the office.

...

A: I submitted the names of the persons so the office would just break it down and tell you



where in the community to do the scope of work, they will explain to you the scope of work.

CHAIRMAN: So forgive me for my repetition, all you submitted was the...

A: The names.

CHAIRMAN: Eight names.

A: I am only responsible to submit the names.

CHAIRMAN: **Okay. They then presented this document to you which you collected with the place where the persons would be working?**

A: **Correct.**

...

CHAIRMAN: **What is the date of this document, can you say? When did you receive this document?**

A: **I got it from the office I think it was Friday or Saturday because I loosed mine so I went back for a copy.**

CHAIRMAN: Friday or Saturday this month, this year?

A: Right, because it's such a long time so I lose mine, you understand.

...

CHAIRMAN: You personally went?

A: Yes, sir.

CHAIRMAN: **And who gave this document to you?**

A: **I went to Miss Smith.**

CHAIRMAN: **And Miss Smith gave you this document?**

A: **Right.**

...



CHAIRMAN: So when you went to the constituency office on Saturday what is it that you told Miss Smith that you wanted, to get this document, what's the explanation you gave her to get this document?

A: I said to her, because of the document that I get here, it said that any documentation would be useful to this investigation. Now, I didn't have any documentation so that is why I went to her for, because I lose mine, because it's so long, it is so long so I misplaced my information and everything so I went back, they would have the information on the system, right, so I went back to her and asked her to give me a copy, so in the event, based on what is written here, I said I need something to show. Do you understand what I am saying?"¹²⁸ (OCG Emphasis)

In relation to the works which were stated on Exhibit "JM1" to have been performed by Ms. Donnette Hamilton in the amount of \$60,000.00 and the signature associated with Ms. Hamilton which is affixed to Exhibit "JM2", the following representations were made:

"CHAIRMAN: Donnette Hamilton, the last name here, did you go to her yesterday and asked her to sign some documents?

¹²⁸ Transcript of Hearing involving Ms. Joan McDonald which was dated July, 15, 2015. Pgs. 70- 83



A: *If I went to her last night, I didn't go to her last night.*

CHAIRMAN: *No, I said yesterday, did you go to her yesterday and asked her?*

A: *No, I don't see her yesterday.*

CHAIRMAN: *Let me move on then. Now in terms of...*

A: *It was – no, I don't see Donnette yesterday.*

...

CHAIRMAN: *Did you around the time that you went for this document, have you had contact with Miss Hamilton and asked her over the last week to sign some documents for you?*

A: *Well – no.*

CHAIRMAN: *Well?*

A: *Well, the point I am driving at you see sir.*

CHAIRMAN: *Madam, you heard my question?*

A: *No.*

CHAIRMAN: *You haven't gone to Miss Hamilton. Yesterday you weren't crying...*

A: *I did not go yesterday to her.*

CHAIRMAN: *Did you go at any time to Miss Hamilton, you were crying and you said that you haven't slept for three weeks and asked her to sign some documents for you ma'am?*



A: *What happened is that – oh, yes, I did.*

CHAIRMAN: *You asked her to sign documents in relation to work, ma'am?*

A: *Yes, sir.*

CHAIRMAN: *Tell us about that.*

A: *This document now, I could not find the document that she signed, so what I did is that I just asked – I wasn't crying either – what I did I just asked her to resign it for me that in the event I have to explain myself I can show that yes, you understand.*

CHAIRMAN: *What you asked her to resign ma'am?*

A: *This what she got paid, where she get the money when she get pay, when she work, she is a subcontractor you know.*

CHAIRMAN: *Yes, but stop. What document you asked her to resign?*

A: *Oh, this one, this one, sir, this one, because I could not find my document.”¹²⁹ (OCG Emphasis)*

It was further revealed during the course of the Hearing that the signatures which were affixed to Exhibit 'JM 2' had been solicited by Mrs. McDonald subsequent to appearing before the Contractor General on July 15, 2015. The following extracts of the referenced transcript are instructive:

“CHAIRMAN: *Just wait a minute. So did you get – Mr. Knight, I am just going to ask for*

¹²⁹ Transcript of hearing which was dated July 15, 2015, involving Mrs. Joan McDonald. Pgs. 75-77.



a copy of that document also. Did you ask all the persons on this document that I have exhibited as JB1, did you ask all the persons here to resign – Did you ask all the persons here to resign?

A: Yes, I do, I asked them to resign.

CHAIRMAN: When you did that?

A: Okay, I think you want the specific date this week here.

CHAIRMAN: So you have gone back to all of them and asked them to – what's the reason – pause. You have gone back to all of the persons here, let me just be fair to you in terms of JB1. Lorna Riley?

A: No, I don't see Lorna Riley because her name is not on here.

CHAIRMAN: You didn't get her to sign?

A: No, but I...

CHAIRMAN: Wayne Simpson, you got Wayne Simpson to go back and sign?

A: Yes, she sign.

CHAIRMAN: She?

A: He.

CHAIRMAN: Julian Scarlett?

A: Yes, sir, oh no. Julian Scarlett? These are the persons that signed.



CHAIRMAN: *I know, but let me just take it down before I take the document. You got Julian Scarlett to sign?*

A: *No, sir.*

CHAIRMAN: *You got Douglas Alexander [sic] to resign?*

A: *Yes, sir.*

CHAIRMAN: *Yes?*

A: *Yes, sir.*

CHAIRMAN: *Vivine Chung, did you get her to resign?*

A: *Yes, sir.*

CHAIRMAN: *Angella Jarrett?*

A: *No, she did not sign.*

CHAIRMAN: *She did not, my words are re...*

A: *She did not resign.*

CHAIRMAN: *Okay. Pauline White?*

A: *Right, sign.*

CHAIRMAN: *You got her to resign?*

A: *Right.*

...

CHAIRMAN: *The last name that appears on the document.*

A: *Donnette Hamilton.*

CHAIRMAN: *Forgive me, ma'am. Donnette Hamilton, my apologies.*

A: *To resign.*

CHAIRMAN: *You got her to resign?*

A: *Right.*



CHAIRMAN: *Now, the purpose of getting them to resign, explain, what were you getting them to resign, why?*

A: *As I said before, I could not find the document, right, when they get paid because I gave them the pay in an envelope and I asked them to sign Mr. Knight, but I couldn't find the document that they signed so what I did I just, because I know them, so I just go to them and asked them to resign for me in the event, in the event I am asked for clarification here.*

CHAIRMAN: *Sorry. You wanted them to resign to say what, what exactly?*

...

CHAIRMAN: *The document that I have asked you for a copy of and in respect of the persons you said that have resigned, the document says, I am asking you, that these persons on a specified date, received specified sums from you for work done and that they are now resigning because you have asked them to do so because you have lost the original documentation, is that what document...*



A: *No, I did not capture all of that information, meaning date, because you are saying something about date and whatever, if the date, right, but...*

CHAIRMAN: *So explain to me then and I am not preventing you from what you are about to say, you can go ahead, what exactly that document... by them resigning what is it that you are presenting that to say to explain to me, that's what I am trying to get, what is that?*

A: **What I was trying to do was to clarify that these persons get their pay, you understand, so I want something to show, because I didn't have anything, because I lose the document so I wanted something in the event that you asked me or the team asked me, for some documentation, right, I would provide.**

CHAIRMAN: *When these persons signed you didn't give them a copy, they don't have anything to, it's not like you keep a copy and they keep a copy, you don't have anything like that?*

A: *I could take them here if it is possible.*¹³⁰

¹³⁰ Transcript of Hearing involving Mrs. Joan McDonald which was dated July 15, 2015. Pgs. 77-81.



Having regard to the purported subcontracting of the works by Mrs McDonald, the OCG probed whether the St. Ann Municipal Corporation was advised and Mrs. McDonald responded in the following manner:

“Right, and they know, the office knows that it was subcontracted.”¹³¹

The following representations were also made as it regards the payments for the works which were subcontracted by Mrs. McDonald:

“CHAIRMAN: ... Now madam, are you able to say how the work was subdivided in the eight divisions or you just paid the eight persons and left it up to them to subdivide the money?

A: I paid the eight persons and they would just pay the workers, they get the workers and they would pay the workers.

...

CHAIRMAN: ... Now, the cheque collection, this cheque that I am referring to at this time, you say you know of another contract maybe, a cheque for \$414,900, you - - did you personally go and collect this cheque?

A: Yes, I did.

¹³¹ Transcript of Hearing involving Mrs. Joan McDonald which was dated July 15, 2015. Pg. 90.



CHAIRMAN: And upon collection you went where, you went to the bank and cashed it?

A: Yes, I did.

CHAIRMAN: And after cashing it you paid the persons?

A: Yes, sir.”¹³²

Mrs. McDonald again appeared before the Contractor General on October 22, 2015 and made the following, *inter alia*, statements as it regards the Exhibits labelled “JM 1” and “JM2” and the alleged subcontracting of Ms. Donnette Hamilton:

“CHAIRMAN: You know Miss Donnette Hamilton?

A: Yes sir.

CHAIRMAN: At the time you took the document to her to sign you had a conversation with her?

A: Yes, sir.

CHAIRMAN: Did she tell to you that she was not in your group; the group as is represented here did she tell to you that?

A: Yes, sir.

CHAIRMAN: *You still asked her to sign though?*

A: *If I still asked her to sign?*

CHAIRMAN: *Yes, ma'am.*

A: *Yes, I did.*

CHAIRMAN: *After she told you that she was not in your group.*

¹³² Transcript of Hearing involving Mrs. Joan McDonald, which was dated July 15, 2015. Pg. 91.



But let us go back. The reason why you have Donnette Hamilton's name on this is because Miss Andrea Smith told you that she was one of the persons that worked for you, would you agree with me?

A: **Yes, sir.**

CHAIRMAN: All the names you have on the paper is who Andrea Smith told you worked for you?

A: All the names?

CHAIRMAN: The names that are there are the persons that Andrea Smith told you that you had paid and who had worked for you?

A: No, Vivine Chung worked because she's from my community and she worked.

CHAIRMAN: What about the other people?

A: Devon also worked.

CHAIRMAN: Devon Gayle?

A: Right.

CHAIRMAN: What about Wayne Simpson?

A: He also worked.

CHAIRMAN: Pauline White?

A: Yes.

CHAIRMAN: So everybody, ma'am?



A: *Donnette Hamilton, as I said Donnette Hamilton,
she - the office usually gives you some of the MP's...*

...

The piece of paper you have here
says:

"The following are the names of the subcontractors and the amount paid for the work that was done."

Did you pay Donnette Hamilton \$60,000.00, madam?

A: *No.*

CHAIRMAN: *Why did you then write on the piece of paper that you paid her \$60,000.00?
Why did you do that?*

A: *Because she said that she got the money, that's what she told me.*

...

CHAIRMAN: *Was she a subcontractor who was paid by you, ma'am?*

A: *She wasn't paid by me.*

...

CHAIRMAN: *Ma'am, when you wrote her name there, ma'am, did you know all of this; she was not a subcontractor and she*



was not paid by you? Did you know that?

A: I know.

MR FRANKSON: When you wrote this document you said you did, you said you paid her. Doesn't this document say you paid her?

A: Yes, this document says I paid her.

Q: Did you pay her?

A: No.

Q: Why then did you write this document to say that you paid Miss Hamilton when in fact you did not?

A: The reason for doing that is when I look at this document and her name was on it, I went to her and asked her if she worked and she told me yes. She said she worked and then she said to me, 'After me never work with you, me never work with you, me never work with you.' However she said I am going to sign it because I work and it was Ann who pay me. That's what she said [to] me.

Q: So the Contractor General is asking you why did you write that letter?

A: Because she...

Q: You knew she was not your sub-contractor so why you pay her?



A: *Oh!*

...

CHAIRMAN: *You are correct, sir.*

Why is it that you wrote that? Why didn't you then cross out her name being somebody who you did not subcontract and somebody who you did not pay, why didn't you cross out her name?

A: *Okay, sir. The fact that...*

...

CHAIRMAN: *Would you agree that you having given me JMI, it would have led me to believe that Donnette Hamilton was a subcontractor and that you paid her \$60,000, ma'am? Would you agree with me, ma'am?*

A: *At the time, yes.*

...

CHAIRMAN: *And also I must say that I was misled. I am telling you specifically what happened as a result of this. Until Miss Hamilton came and told you of the conference between yourselves that I realized this could not have been true.* *You wish to say something, ma'am? Go ahead?*



A: *When I went to her sir...*

CHAIRMAN: *Her who?*

A: *Donnette Hamilton, and I asked her if she worked and she said yes, she said that she worked. I said to her how much did you get and she told me, but I did not force her to sign the paper, and she signed it.*

...

CHAIRMAN: *... how you get yourself involved in terms of preparing this document and coming and telling me a lie? This is a lie you know.*

A: *No, sir. Listen...*

...

CHAIRMAN: *You are saying that it is not a lie?*

A: *No, I am just explaining.*

CHAIRMAN: ***Are you saying it is not a lie that Miss Donnette Hamilton is a subcontractor and you paid her\$60,000? That is a lie, would you agree with me?***

A: *Yes, sir.*

...

...Donnette Hamilton has said she was never subcontracted by you; she was never paid by you. So in fact she has said - and these are my words - that



this document is fraudulent. For it to say that you subcontracted and you paid her, it is fraudulent because it is somebody else, that is, Miss Smith, who contracted or engaged her, gave her a cheque for \$500,000 and she gave her back 60. She is saying this document is fraudulent and she only signed it because Mrs. Joan McDonald said it is to prevent her from being deregistered as a Government of Jamaica contractor.

A: *Nothing like that, nothing. Absolutely nothing like that, sir.*

...

A: *... I said to Donnette,
"Donnette, your name is on a piece of paper that you work, where did you work?"
And she said she worked from Green Park to Culture Gate, right. And I said to her, how much money did you get for the work and she said \$60,000 and I showed her the paper and I said okay, here is it. I said if you get the money sign for it. That's what I said to her."¹³³(OCG Emphasis)*

¹³³ Transcript of Hearing involving Mrs. Joan McDonald, which was dated October 22, 2015. Pgs. 86-91, 98-99, 114, 118 - 120.



Mrs. Joan McDonald also advised the OCG of a discourse which took place between herself and Mr. Richard Lake, Executive Committee Member, South East St. Ann Constituency and spouse of Ms. Lisa Hanna, Member of Parliament, South East St. Ann, relating to the subject contract which was awarded to Mrs. Joan McDonald by the St. Ann Municipal Corporation and her appearance before the Contractor General on July 15, 2015. The following representations were made:

“CHAIRMAN: Remember on the last occasion I asked you whether or not Mr Richard Lake met with you and your husband and advised you what to come here and say, ma'am?

...

Did that happen, ma'am? Did Mr Richard Lake advise you to come here and what to say, ma'am?

A: At the time when you ask me? He told me...

CHAIRMAN: He who, ma'am?

A: After the Hearing I went to Mr Lake and he said to me how was it. Right.

MR FRANKSON: Did you hear the question asked? The Contractor General is asking you, did Mr Richard Lake tell you to come and do this? That's what he is asking you. He is not asking you about after you came here. He is asking you about something before you came here. The question is, did Mr Lake tell you that? That's the question the Contract [sic]



General is asking you, he is not asking you about what happened after. He is asking about something before you came here.

A: Okay, sir.

MR FRANKSON: You understand, ma'am? And the answer is either yes or no.

....

CHAIRMAN: Let me ask you the question again. Did Mr Richard Lake meet with you and advise you of things you should come here and say to me, ma'am? Advise you of what you should come here and say?

A: Yes, sir.

CHAIRMAN: Did Mr Richard Lake also – was Honourable Lisa Hannah present?

A: If she was there?

CHAIRMAN: Yes, ma'am.

A: No, no.

CHAIRMAN: What exactly did Mr Richard Lake tell you to come here and say, ma'am?

A: At first he said to me when I heard the clips, the thing...

CHAIRMAN: What clips? Radio, CD, what?

A: The CD. I was surprised.

CHAIRMAN: The CD mentioned what, was speaking about what?

A: Some corruption.



CHAIRMAN: *In South East St Ann Constituency Office?*

A: *Right, right. And I got a call that I am to come up here about it, about the corruption, right, and I called him.*

CHAIRMAN: *That's Mr Lake, ma'am?*

A: *Right sir, I said to him I don't understand how my name get involved in this thing, I don't understand, right. And I said to him any money I collect for the Constituency Office I give it over to them, right. I don't take the Constituency money at my house, I give it to the relevant persons; the persons who sent me and he said to me that I can't say that. This is my first experience in something like this so I was so troubled I didn't know what to do.*

CHAIRMAN: *So why you called him? Why you called Mr Richard Lake?*

A: *Because they are the head of the...*

CHAIRMAN: *The Executive Committee?*

A: *No, the office.*

CHAIRMAN: *The Constituency Office.*

A: *I am not too sure if Miss Hannah [sic] was on the Island, I am not too sure if she was here.*



CHAIRMAN: So you called Mr Richard Lake, what did Mr Richard Lake say, you can't come here and say what? You can't come to the Contractor General's office and say what?

A: That I collect. When I said to him I am going to tell the Contractor General that all the money I was sent for, I give it over to the office.

CHAIRMAN: And he responded by saying what?

A: He was saying to me that I can't do that and I said why because I don't do anything, I just collect the money and I give it to them at the Office. That's what I did.

CHAIRMAN: Did he tell you exactly what it is you should say?

A: He said that I must explain so I went to the office now...

...

He said that I cannot say that I take the money to the office and so I said what should I say then? I said what should I say because I have been asking at the office what exactly, how does it go because - this 450,000 [sic].

CHAIRMAN: Because you really didn't know?

A: Because I don't know, what was it. The only thing I do know and I will



*forever say it, I asked for work for my
community members and I got
it*¹³⁴(OCG Emphasis)

Based upon the aforementioned statements and alleged involvement of Mr. Richard Lake, the OCG deemed it prudent to require that Mr. Lake provide responses to the allegations made by Mrs. Joan McDonald, specifically as it regards any instruction which may have been provided by him in relation to the OCG proceedings and the evidence of Mrs. Joan McDonald. The following extract of the transcript of September 15, 2016, is represented below:

“CHAIRMAN: Your name is Richard Lake, sir?
MR. LAKE: Yes.
CHAIRMAN: You presently sit on a number of
committees for the Southeast St. Ann
constituency office?
MR. LAKE: Executive Committee, yes.

CHAIRMAN: How long have you sat on that
Executive Committee?
MR. LAKE: My recollection about four (4) years.
CHAIRMAN: During that time did you meet or
become familiar with one Mrs. Joan
McDonald who owns a hardware
establishment Coltart [sic] in St. Ann?
MR. LAKE: Yes, I am aware – Joan was also a
member of the Executive Committee.
CHAIRMAN: Is she presently a member of the
Executive Committee?

¹³⁴ Transcript of Hearing involving Mrs. Joan McDonald which was dated October 22, 2015. Pgs. 99-104.



MR. LAKE:

The answer to that is yes. Although she hasn't attended meetings for a very long time.

CHAIRMAN:

Now, Mrs. Joan McDonald appeared before me on a number of occasions with her attorney. She, Mrs. Joan McDonald alleges that you Mr. Richard Lake met with her prior to her appearance knowing well that she was about to appear before me. Mrs. McDonald suggests that during that meeting you suggested certain things that she should not say to me. To be more specific: "He said I can't say that". And just to put this very long question in some context. She was seeking to prepare herself to answer questions in terms of subcontracts that had been given out to persons and more particularly, a cheque payment she received.

And finally, what she did with the cheque payment, how she treated with it.

Yes sir, it's a very long question before I ask it, I am going to get a copy of the transcript. Mr. Robinson as I indicated the procedure here especially is that, in relation to any



question asked, if you wish time within which to ask you may not now, you could just ask to defer the answer to an appointed time whether it's a week from now or two weeks an agreed timing, if there is anything that you believe that time is needed to answer.”
[Extract of transcript involving Joan McDonald, dated October 22, 2015 were read into the record]

CHAIRMAN: ...

Mr. Lake in a nutshell, and I know Mr. Robinson will stop me if I am putting things here. But... Mrs. McDonald is contending that you told her not to come here and say that the cheque for work that was done, that it was handed over at the Constituency Office, the Southeast Constituency Office. How would you comment to that?

MR. LAKE: *Not true, I mean there are so many errors in that thing I don't where to start: One, I have never met Joan McDonald's husband. Two...*

...

A: *No. I gave her no such instructions, I never had any discussions with her*



prior to coming here, she did come to my office afterwards and I said she didn't have anything to fear because my understanding of the exercise because what she indicated was that the issue was about bushing contracts and I told her as far as my understanding of the exercise there was nothing for her to fear so she could tell the Contractor General everything.

The works were issued by the Parish Council, certified by the Parish Council, and paid by the Parish Council. So I am myself not clear as to what it is she was concerned about. In her first instance she indicated that he paid these workers.

CHAIRMAN:

She indicated to who and where?

A:

To me. She told me that she paid the workers. She then subsequently called a few days later and said that she didn't pay the workers that but she was now going to get the people to sign. This woman was scared out of her mind, I don't know...

...



CHAIRMAN:

But what Mrs. McDonald is contending is that, in relation to this work that was done in relation to this job description and this place that, she collected this cheque for \$414,900.00 and she is alleging that this cheque, she told you she handed it over to the office, and you were telling her she cannot come here and say she gave it to the office.

A: That's not true, and that's not what she told me initially. She subsequently told me that afterwards but she had already spoke to you by then. She was really expressing her fear as to the consequences with her having said one thing before and then changed her position afterwards.¹³⁵

The OCG by way of a hearing which was held on June 2, 2017, invited Mrs. Joan McDonald to respond to the counter claims of Mr. Lake as it regards her allegation of his representations to her, in the instant matter. The following extract of the transcript of the OCG's hearing is instructive:

"Chairman: The main purpose for you being here today, Mrs. McDonald, is that on a previous occasion Mr Richard Lake was invited here to answer some

¹³⁵ Transcript of Hearing involving Mr. Richard Lake which was dated September 15, 2016 Pg. 94-124.



questions. I put some questions to him, he has provided some answers. I am going to read them to you or you will read along with me. I will give you a copy to look at, at the same time to ask you to comment on what he has said. Because based on your previous visits here with your lawyer you had said certain things to us and as I had promised you, if somebody said something in relation to you or something you had said, I had promised I would bring it to your attention and ask you to comment. I would not just keep it and then rely upon it, I would share it with you first to let you hear what the person had said and give you an opportunity to respond. Okay. We are not going over matters that we did already, I am just putting to you something that somebody had said in relation to you, correct, that you had previously given me certain evidence and I had shared it with them for them to comment. They have commented so I am giving you a chance to comment on what has been said.



I am reading now Transcript September 15, 2016. I am at page 99. What I am going to do, it is a bit of reading. What I did on the occasion is that I read to Mr Lake from the transcript of what you had said to me and I read what you had said before then I had him comment. So what you are seeing here, what I am about to read is what you have previously said so I am just going to reread what I read to him which is what you had said to me. You understand?

A: Yes I do.

...

[Sections read from the Transcript of September 15, 2016 involving Mr. Richard Lake]

...

How do you comment to that? He said that is not true. Did you in fact say what I put to you before? Are you maintaining that you said it? What I put to you before on page 121 which you just answered yes to, are you maintaining that you did in fact say that?

...



MRS. MCDONALD: *I remain with that.*”¹³⁶

Having regard to the foregoing, the question of law which must be posed is whether, there is, *prima facie* evidence of obstruction, on the part of Mr. Richard Lake, contrary to Section 29 of the Contractor General Act.

Section 29 of the Contractor General Act provides that:

“Every person who—

(a) *willfully makes any false statement to mislead or misleads or attempts to mislead a Contractor-General or any other person in the execution of his functions under this Act; or*

(b) **without lawful justification or excuse –**

(i) **obstructs, hinders or resists a Contractor-General or any other person in the execution of his functions under this Act; or**

(ii) *fails to comply with any lawful requirement of a Contractor-General or any other person under this Act; or*

(c) *deals with documents, information or things mentioned in section 24 (1) in a manner inconsistent with his duty under that subsection,*

shall be guilty of an offence and shall be liable on summary conviction before a Resident Magistrate to a fine not exceeding five thousand dollars or to imprisonment for

¹³⁶ Transcript of Hearing which was dated June 2, 2017 involving Mrs. Joan McDonald. Pg. 2-12



a term not exceeding twelve months or to both such fine and imprisonment.”

Obstruction is legally defined as “*the act of impeding or hindering something; interference.*”¹³⁷ By instructing Mrs. McDonald in the above regard, one could argue that Mr. Lake sought to obstruct or hinder the Contractor General and interfered with the conduct of his Investigation.

The OCG has outlined the following legal definitions and legislative provisions in respect of the act of obstruction:

Section 41 of the Criminal Justice (Administration) Act provides the following:

“Abettors in misdemeanours

Whosoever shall aid, abet, counsel, or procure the commission of any misdemeanour, whether the same be a misdemeanour at common law, or by virtue of any Statute passed or to be passed, shall be liable to be tried, indicted, and punished as a principal offender.”

Further, a misdemeanour is defined as “*a crime that is less serious than a felony and is usually punishable by fine, penalty, forfeiture, or confinement (usually for a brief term) in a place other than prison.*”¹³⁸

Additionally, it is reiterated that a person who breaches Section 29 of the Contractor General Act is liable on summary conviction. Summary conviction is defined as “*a conviction of a person for a violation or minor **misdemeanour** as the result of a trial before a magistrate sitting without a jury.*”¹³⁹

¹³⁷ Black’s Law Dictionary. 9th Edition. 2009.

¹³⁸ Ibid.

¹³⁹ Ibid.



Perverting the Course of Justice

In accordance with common law principles, the offence of perverting the course of justice is committed when a person does an act tending and intending to pervert the course of public justice.¹⁴⁰ It can further be argued that Mr. Lake, may not have only hindered the investigation of the Contractor General but that he may also be guilty of perverting the course of justice. One may argue that such cases may involve the use of bribes and threats and the OCG has seen no evidence of same in the instant case of Mr. Lake and his alleged interactions with Mrs. McDonald. However, one can examine the facts outlined in the case of *R v Toney; R v Ali (Tanveer)*¹⁴¹ where the defendant's brother attempted to persuade a witness not to give evidence against the defendant. There was no evidence of a bribe, threat, undue pressure or other unlawful means used against the witness. The witness duly gave evidence and the appellant's brother was convicted. The appellant was subsequently charged with and convicted of doing an act tending and intended to pervert the course of justice. On appeal, it was contended that since he had not used bribery, force or the threat of force, he had not used an unlawful means which was an essential ingredient for the commission of the offence. The issue to be determined in this case was whether evidence of unlawful means was an essential ingredient of the offence of perverting the course of justice.

It was held that the offence of perverting the course of justice by interfering with a potential witness could be committed where there was no evidence of any bribe, threat, undue pressure or other unlawful means, since, notwithstanding the fact that in the great majority of cases the actus reus would be accompanied by such unlawful means, the use of unlawful means was not an essential ingredient of the offence. It followed that, since there was ample evidence on which the jury could find that the appellant's intention was to pervert the course of justice by persuading the witness to change his evidence, the appeal would be dismissed.

The OCG must also highlight, at this juncture, that subsequent to Mrs. Joan McDonald's appearance before the Contractor General on July 15, 2015 and her tendering of the documents which were labelled

¹⁴⁰ R v Williams 92 Cr App R 158, [1991] Crim LR 205, CA.

¹⁴¹ [1993] 2 All ER 409



Exhibits “JM1” and “JM2”, Mrs. McDonald provided the OCG with the following statement which is reflected, hereunder:

“ ...

- 1.
2. *“Good morning again, I am here to let you know, as relates to contracts given out at the MP’s Office for South East St. Ann, that I am sent to collect the money, I hand the money over to the Constituency Office, as it relates to those, a letter was sent to Mr. Frankson, for example a letter was sent enquiring about the \$414,000.00. To be accurate:*

“This letter serves to further inform of the following subject areas which will be covered during the course of the Judicial Hearing which is scheduled for October 22nd 2015 and for which you are required to appear before the Contractor General Council.

Circumstances surrounding the award of a contract in the amount of \$414,900.00 by St. Ann Parish Council.

The process through which sub-contractors were selected in the implementation of work in respect of a contract which was awarded by the St. Ann Parish Council in the amount of \$414,900.00.

The circumstances surrounding the awarded of a contract in the amount of \$500,000.00 by the National Solid Waste.



The process through which sub-contractors were selected for the implementation of works in respect of contracts which were awarded by the NSWMA in the amount of \$500,000.00.”

3. *I think the last time we met this was not submitted, so I want to declare, I want to let you know that, all of these money, once my name is on the cheque, it was handed over to the Constituency Office... it was handed over to the Constituency Office.*
4. *What I would also want to say, in my delivery to the Contractor General, if I have given any information that is misleading or misguided to the Contractor General and the Panel, I apologize, I sincerely apologize for that. In addition to that if there is any, which I don't know of... if there is any... cause I notice that the last time I came there was a sheet, but it is really contracts, it relates to contracts, it would have been the same information, the money would have been handed over, if you should understand the money would have been handed over to the Constituency Office alright, you understand what I am saying?*
5. *I handed over money to Miss Smith and Mr. Russell. I collected money more than once yes, a few times I don't know exact. Here it is, one, two, three so I don't know, I don't know.*



6. *I can remember one occasion I can speak to and I have been speaking about it, one occasion where the, in my community I asked for work for my, for persons in my community, right and I can remember they took... whoever... somebody came from Parish, I don't know if it's the Parish Council or NSWMA, they looked at the job and I remember the person said that we need to take up the debris off the road and throw it over the wall, right and that's what I can remember on that particular one occasion.*
7. *Well I see the people on the...I see people on the road enuh ...I cannot attest to whether ...if the money ...well I don't know...I don't know if the work was done.*
8. *I collected cheques a few times. I would have been issued cheques by the Parish Council ... I went to the bank to encash the cheques, but in collecting the money, I asked the bank teller to staple the top of it for safety with the receipt attached to it alright and the I hand it over.*
9. *I remember I signed documents at the Constituency Office. I remember I signed documents at the Constituency Office, not too sure about ...but I know that I signed documents at the Constituency Office. But as far as I can recall I signed documents at the Constituency Office. I am not too sure if I signed anything at the Parish Council.*
10. *It is Miss Smith or Mr. Russell who gave me the contract documents to sign.*



11. What happen is that we would have spoken before enuh, when I go to the Parish Council and to collect I would call whoever send me and say I have received the money, I receive the cheque not the money, the cheque and... I am coming. When I reach up I take it to them and say here am I.

I tell them that I get the cheque and they tell me I must go and get it encashed right and then having encashed the cheque I take it to the Office.

12. When they call at first they say to me they have some workers that need to get pay right and ask me to collect the cheque ... and from time to time they want somebody with whom they can trust to collect the money. It was only on one occasion that I asked for work for members of my community for all the other occasions they called me to say they had some workers to pay and needed me to collect the cheque. They just asked me to.

13. I must be fair to you I did not read the fine print on the document. I did not stop to read. I don't recall seeing the amount of money to be paid on the contract document. I didn't stop to peruse the document. They just present the document and I just signed. I remember that the documents were left to be completed after I signed.



14. *No, I don't recall the amount of money on the cheques I have collected over the years it was from 20... it was from long time so I wouldn't recall all that information.*

15. *No, I don't know how much money is supposed to be on the cheque before I collect it. I just collect cheque. I just collect the cheque alright.*

16. *When I go to collect the cheque at the Parish Council I declare myself and the purpose for coming, tell them who I am. I say I am here to collect a cheque for the MPs office. I am here to collect a cheque for work done. I was sent to collect a cheque...for the work done. I don't remember the exact thing.*

17. *The office would tell me who to speak to when I go to collect the cheque at the Parish Council...because there a receptionist or somebody who deals with that aspect of the job so they send me directly to that, they would make the arrangement. I call and say I reach at the Office there, what should I do. They would tell me to go to the cashier... the receptionist ...*

No, I cannot recall speaking to anybody else at the Parish Council about these cheques."¹⁴² (OCG Emphasis)

¹⁴² Statement of Mrs. Joan McDonald which was provided to the OCG and dated November 12, 2015.



It is instructive to note that the aforementioned statement which was provided by Mrs. McDonald was provided in the presence of her Attorney-at-Law, Mr. Maurice Frankson, and was duly signed attesting to it being the truth and with the knowledge that it may be tendered into evidence and the liability of prosecution where it is found to be false.

The aforementioned disclosures which were made by Mrs. Joan McDonald, in her statement of November 12, 2015, concerning Ms. Andrea Smith as well as her involvement, if any, in the generation of the document labelled Exhibit 'JM1' were put to Ms. Smith by the Contractor General during her appearance on October 22, 2015. The following representations were made:

“CHAIRMAN: ... I am going now to JM2, that is what Ms. Joan McDonald said was supplied to her by Ms. Andrea Smith. The names of the persons who she had worked with. That is who Joan McDonald worked with when she was paid Four Hundred and Fourteen Thousand, Nine Hundred Dollars, that document Mrs. Joan McDonald said Andrea Smith gave her. You realize the document JM1 has the Constituency Office seal on it with a stamp, two of them on it. And that was given to her by Ms. Andrea Smith. Ms. Andrea Smith, you give Mrs. Joan McDonald a document?

A: I don't remember sealing any document giving to Mrs. McDonald.



CHAIRMAN: *She said somebody else in the Constituency Office sealed it because she went back, but she said you gave her the document without the seal. Did you give her that document, ma'am?*

A: (No answer).

CHAIRMAN: *Ma'am, you are reading.*

A: *I don't remember if I gave her the document, but I know she had asked me about some of the persons that worked with her. I don't remember directly how many persons that worked with her.*

CHAIRMAN: *So she said you gave her that document to assist her in terms of reminding her who the persons that worked with her that she gave a contract to. So she JM1, which I have labelled JM1.*

...

CHAIRMAN: *Mrs. Joan McDonald said you gave her that document when she asked for assistance to indicate the persons who she had subcontracted. What is your answer to that?*

MR. FOOTE: *She said she doesn't remember.*

CHAIRMAN: *I didn't hear that, you know, Mr. Foote, with all due respect.*



- A: *I don't remember the person that she worked with.*
- CHAIRMAN: *That is not my question.*
- MR. FOOTE: *He is asking you whether or not you gave her this document.*
- A: *I know Joan and I had a conversation, but in terms of the document and sealing the document, I didn't do that.*
- CHAIRMAN: *[That] was not the question asked, ma'am. The question was, did you give her that document?*
- A: *This sheet of paper, it looks like something that comes off my think, but...*
- ...
- CHAIRMAN: *The last time. The document labelled JMI, Ms. Andrea Smith, did you provide this document to Mrs. Joan McDonald?*
- A: *(No answer).*
- ...
- A: *Yes.*
- CHAIRMAN: *Yes to what?*
- A: *You are asking if I gave her the document. Yes.*
- ...
- CHAIRMAN: *... Mrs. Joan McDonald indicates that she was advised by Mr.*



Richard Lake to come here and tell us that she did not give the money to you at the Constituency Office of Four Hundred and Fourteen Thousand, Nine Hundred Dollars. She said she gave you the money, all the money after she cashed the cheque.

A: *I cannot speak to what Mrs. Joan McDonald said Mr. Lake told her...*

CHAIRMAN: *But my specific question...*

A: *...and I did not collect any money from Joan.*

CHAIRMAN: *But the specific thing that I am putting to you is that she said the For Hundred and Fourteen Thousand, Nine Hundred Dollars, which we have been speaking to here, that she gave it all to you at the Constituency Office, after cashing the cheque.*

A: *That is not true.* ¹⁴³

Having regard to Mrs. Joan McDonald's appearance before the Contractor General on July 15, 2015 and the representations made concerning (a) the payment of persons engaged by her in respect of the contract which was awarded to her in the amount of \$414,900.00 (b) the forgery and uttering of documents labelled as Exhibits 'JM1' and 'JM2' attesting to, *inter alia*, the subcontracting of Ms. Donnette Hamilton and the payment to her in the amount of \$60,000.00 (c) the concealment of the subsequently disclosed information that the monies collected by her were handed over by her to the Office of the Member of Parliament, South East, St. Ann to either Mr. Ezekiel Russell or Ms. Andrea Smith, the OCG highlights,

¹⁴³ Transcript of Hearing involving Ms. Andrea Smith which was dated October 22, 2015. Pgs. 91-92,104-105.



hereunder, the provisions of Section 29 of the Contractor General Act, as well as, attendant legislations concerning the making of false statements, and the utterance of false documents:

“Every person who-

- (a) **willfully makes any false statement to mislead** or **misleads** or **attempts to mislead** a Contractor-General or any other person in the execution of his functions under this Act; or*
- (b) without lawful justification or excuse-*
 - (i) obstructs, hinders or resists a Contractor General or any other person in the execution of his functions under this Act; or*
 - (ii) fails to comply with any lawful requirement of a Contractor-General or any other person under this Act; or...*

***shall be guilty of an offence** and shall be liable on summary conviction before a Resident Magistrate to a fine not exceeding five thousand dollars or to imprisonment for a term not exceeding twelve months or to both such fine and imprisonment.”¹⁴⁴*

By virtue of Section 29 (a) of the Contractor General Act, there are three (3) offences for which a person may be liable for prosecution, i.e. where a person:

- i. **Willfully makes a false statement to mislead** a Contractor General or any other person in the execution of their functions under the CGA;
- ii. **Misleads** a Contractor General or any other person in the execution of their functions under the CGA;

¹⁴⁴ Section 29 of the Contractor General Act.



and/or

- iii. **Attempts to mislead** a Contractor General or any other person in the execution of their functions under the CGA.

Section 4 of the Perjury Act provides that:

*(1) Every person who, being lawfully sworn as a witness or as an interpreter in a judicial proceeding, **willfully makes a statement material in that proceeding, which he knows to be false or does not believe to be true, shall be guilty of the misdemeanour of perjury**, and on conviction on indictment thereof liable to imprisonment with hard labour for any term not exceeding seven years, or to a fine, or to both such imprisonment and fine.*

Section 11 (1) of the Perjury Act further provides that,

*“Where two or more **inconsistent or contradictory** statements of fact or alleged fact, material to the issue or matter in question, have been willfully made on oath by one and the same witness in any judicial proceeding, whether before the same Court or tribunal or person or not, such witness shall be guilty of a misdemeanour, and on conviction on indictment thereof liable to imprisonment with hard labour for any term not exceeding seven years, or to both such imprisonment and fine.”*



Instructively, pursuant to Section 18(2)(b) of the Contractor General Act and Section 4(2) of the Perjury Act, hearings conducted by the Contractor General in the conduct of investigations of matters under its jurisdiction are considered judicial proceedings.

Further and having regard to the utterance of Exhibits ‘JM1’ and ‘JM2’ by Mrs. Joan McDonald, Section 3 of the Forgery Act defines “forgery” as “*the making of a false document in order that it may be used as genuine...and forgery with intent to defraud or deceive, as the case may be, is punishable as in this Act provided.*”

According to the referenced Act, a document is false where, any

*“...whole or any material part thereof purports to be made by, or on behalf or on account of a person who did not make it nor authorize its making; or if, though made by, or on behalf or on account of, **the person by whom or by whose authority it purports to have been made**, the time or place of making, where either is material, or, in the case of a document identified by number or mark, the number or any distinguishing mark identifying the document, is falsely stated therein;”*

Having regard to the common law concerning fraud by false representation, the offence is committed when the representation is made. “*The representation **must be untrue or misleading**. There is no express requirement of materiality in the respect in which it is untrue or misleading, either objectively or subjectively to the defendant. Thus, a person who, intending to make a gain, knowingly makes a representation which is only peripherally false or misleading will be caught if and only if he is dishonest*”.¹⁴⁵

¹⁴⁵ Archbold Criminal Pleading, Evidence and Practice 2013, pg. 2214.



The Court of Appeal case **Derry v Peek**¹⁴⁶ has stated in **relation to the formation of contracts** that, liability for a fraudulent representation may be “*imposed on a defendant if it can be shown that he did not honestly believe the truth of the statement. If a man makes a statement, intending it to be acted upon by other, knowing it to be untrue, or has reasonable grounds to believe it to be untrue, he commits a fraud. To establish liability, it is not necessary to show that he should have known the statement was false. Once it is made it is shown that he has no belief in it, this is affirmation which renders him liable.*”

Importantly, the Black’s Law Dictionary defines “misrepresentation” in the following manner:

“... being a false assertion of fact, commonly takes the form of spoken or written words. Whether a statement is false depends on the meaning of the words in the circumstances, including what may be fairly inferred from them. An assertion may also be inferred from conduct other than words. Concealment or even non-disclosure may have the effect of a misrepresentation... [A]n assertion need not be fraudulent to be a misrepresentation. Thus a statement intended to be truthful may be a misrepresentation because of ignorance or carelessness, as when the word ‘not’ is inadvertently omitted or when inaccurate language is used. But a misrepresentation that is not fraudulent has no consequences...unless it is material”.

Representations Made by Alleged Subcontractors of Mrs. Joan McDonald

Donnette Hamilton

Ms. Donnette Hamilton was awarded a total of two (2) contracts by the St. Ann Municipal Corporation during the period 2012 to 2015 valued at \$90,000.00 and \$500,000.00. Ms. Donnette Hamilton, by way of

¹⁴⁶ [1886- 90] All ER as cited in Supreme Court Appeal No. 133/05.



a statement which was provided to the OCG on November 3, 2015, advised the OCG of the circumstances under which she was awarded government contracts. The following, *inter alia*, was stated:

“I have been awarded government contracts. I was given road works. I have never really termed them as contracts, it was Christmas works. I received government contracts on more than one occasion.

The first time I receive a government contract was in 2012. The contract was awarded through the MP office and the implementing agency was the NWA. Miss Andrea Smith told me the length and description of the works and that it was from the NWA. I was awarded the contract in December 2012. **Ms Andrea Smith was the only person who contacted me about this contract.**

I recall that for the contract I received in 2012, I was paid \$40,000.00. I signed a document at the PNP Office for this contract. The work that was done was from ... Prosper Hall to Jamaica Broilers. **When I say PNP Office I mean the South East St. Ann Constituency Office.** When I say document, I mean a contract.

At the time that I signed the document, the description of the works to be performed and the contract value was not on the document. I only signed the contract. They gave me the document for me to fill in my TRN. That was only thing written on the contract at the time that I signed.



I recall that a gentleman from the NWA, I think a Mr. Lawrence, facilitated the signing of the contract. The contract was signed at the MP's Office. The MP I am referring to is Miss Lisa Hanna. I cannot recall if it was Miss Smith who printed the contract document...

I went to St. Ann Parish Council to pick up the cheque. I don't know if the money was transferred to the Parish Council for payment, but I was told that the contract was from the NWA and I collected the cheque from the St. Ann Parish Council. I collected a cheque for \$500,000.00.

Miss Smith called me by telephone to tell me that the cheque was ready and I should collect the cheque from the St. Ann Parish Council. In collecting the cheque I joined the long line at the Parish Council and collected the cheque. It was at this time that I realized that the cheque was for \$500,000.00. I took the cheque to the Scotia Bank in St. Ann's Bay and cashed it and then I took the money to the Constituency Office and gave it to the lady who works at the Constituency Office. Miss Andrea Smith is the name of the lady who I gave the money to at the Constituency Office.

The amount of money I received for myself from this cheque was \$40,000.00. I asked Miss Smith why I was sent to collect a cheque for so much money and I was told by her that this was in order to minimize the number of persons going to the Parish Council to collect cheques,



so they had just pooled the money together and then the choose 4 or 5 persons to collect the money. I am not aware of what happened to the rest of the money after receiving my portion. I couldn't say what happen because I collected mine and I left.

I had no idea that so much money was on the cheque until I collected the cheque. It was after I collected the cheque that I queried it and was told that they let a few persons collect the money.

I recall that I signed the contract before the work was done. I was told they would check the work, but I am not sure if the work was checked. When I say 'the y' I mean the St. Ann Parish Council.

I had no interactions with anyone from the St. Ann Parish Council during or after the execution of the contract.

No one from the St. Parish Council was present when I signed the contract. The only persons present were Miss Andrea Smith and Mr. Lawrence from the NWA.

Ms. Smith was present when the contract was signed I am not sure if she gave me the contract. The document was not written up. I was just given the document to put in my TRN and nothing else was written on the document.



The OCG Representative showed me a document which was entitled SAINT ANN PARISH COUNCIL WORKS PERFORMED AT AGREED RATES, with a commencement date of December 3, 2012 and a completion date of December 12, 2012 and a contract value of \$500,000.00. This was the first time I was seeing the contract written up. The \$500,000.00 was not on the contract when I signed it and the words on the front were not there. I signed it. I guess they gave us the blank document to sign and then fill out what they want to. When I say they I mean the persons at the South East St. Ann Constituency Office. The contract states that work was done from Prosper Hall to Jamaica Boilers, Brittonville, Lumsden, Fern Court - Beachamville, Clock - Cemetery, Golden Grove - Main Road, Ramble Phone Booth, Cemetery - Coultart, Lime Hall - Higgin Town, along Section of Main Road. I only did work at Prosper Hall to Jamaica Boilers. I did not do any work at any other location. I also know that Ramble does not have a Phone Booth.

I did not do all the works written on the contract. I only did work from Prosper Hall to Jamaica Boilers. The \$40,000.00 I received from Ms. Andrea Smith was for work done at Prosper Hall to Jamaica Boilers. I gave the work out to the persons I employed, I was not on site when the work was being done. I don't know if other persons were working on other sections at the same time. I told the men I employed from where to where to work. I



went to look at the works about a day or so after the work was done.

I am aware that the amount of work done by my workers from Prosper Hall to Jamaica Boilers was less than a mile.

...

I think I may have mixed up the contracts before, when I was here the last time, I am just realizing that the contract for \$500,000.00 where work was done at Prosper Hall to Jamaica Boilers Ms. Smith gave me \$40,000.00. For the works done at Green Park to Culture, Miss Smith gave me 60,000.00, plus an addition \$10,000.00, as my portion for the work I did.

...

*The OCG representative showed me a document entitled SAINT ANN PARISH COUNCIL WORKS PERFORMED AT AGREED RATES, with a commencement date of June 8, 2015 and a completion date of June 12, 2015 and a contract value of \$90,000.00. I confirmed that I received that contract for draining cleaning works and it was just the other day. **I received the contract in June of this year, for drain mitigation works. This contract was given to me through the Councilor, Mr. Weir. This contract was signed at the Parish Council. I don't know how they do it like this, but I did not get \$90,000.00.***

I am aware that the Councilor, Mr. Weir selected me to collect the cheque. I called him by telephone and told him



I collected the cheque and he asked me to pay out the \$90,000.00. I got two (2) guys to clean the 5 drains that I got and I gave them \$6,000.00 each and I got \$10,000 for myself. Of the \$90,000.00 I got \$22,000.00 for drains I cleaned. I was asked to give another man \$43,000.00, his name is Alton Davis to pay his persons to clean another set of drains. Another lady got \$18,000.00, her name is Melissa Weir and other guy got \$7,000.00, he is my brother, Michael Hamilton.

For the cheque I collected for \$90,000.00, I cleaned the drains leading to Louis Barns. I am aware that Melissa Weir did the drains on Mr. Lee Street to Louis Barns. All the drains where work was done are located in this area. I am aware that the persons who were paid actually did work. Mr. Alton Davis did the drains leading up to Coultart and Michael Hamilton also did his drain, which was a big one, located at the parish tank in Rural Retreat.

I was told about this contract by Councillor Weir and he also asked me to collect the cheque and pay the other persons named. I was not told by Councillor Weir how much money I would get for the cleaning of the drains.

At the time I did not know I was collecting \$90,000.00. I became aware when I collected the cheque. Councillor Weir had just called me and told me to go down to the Parish Council to collect the cheque. I called him and



told him that the amount was \$90,000.00 and he told me how to apportion it and he told me who to get what.

...

I think the work was done before the contract was signed. I recall that the contract was not filled out at the time that I signed the contract. The contract value of \$90,000.00 was not on the contract when I signed.

I recall that on one occasion I worked as a sub-contractor and was paid \$35,000.00. This was because I told Miss Smith I was not going collect any more cheques. This was December 2014. She called me and told me to work from Prosper Hall to Jamaica Broilers.

On this occasion, I employed seven (7) men. They were paid \$3,000.00 each for the day. I did not sign a document for this contract and I do not know the amount that was on the contract.

I recall saw JM1 and JM2 for the first time in July 2015. I do not remember the exact date. I think it was sometime in July 2015. Ms. McDonald showed me both documents. Ms. McDonald had called me on the telephone before she came to my house. She asked if I worked from Green Park to Culture and I said yes. She asked if it was for \$60,000.00. I said \$70,000.00 but they might have \$60,000.00. She said she wanted me to sign to say I received the money. I told her I did not work for her. She said some friend from NHT told her she could get the documents as proof that work was done. She then visited me at home with the documents I told



her that the document labelled as JM1 and JM 2 cannot prove anything because it does not have a letter head or a stamp. The documents were not stamped at the time that she took them to me. I asked her where she got the document and she told me she got the documents from the MP's office. When I say MP's Office I mean Miss Lisa Hanna's Constituency Office. I told her that she did not give me any contract and it does not make any sense as there is not seal or letter head on the documents. I did not want to sign the document.

I did sign the document labelled as JM2 but I before I read the document in its entirety. It was only after signing that I really took it and read it. I recall telling Ms. McDonald not to take the documents labelled as JM 1 and JM2 to the Office of the Contractor General because she did not give me any work and she didn't pay me any money and also because it was just a piece of paper without any letter head or stamp and it wasn't an official letter from the office of the Member of Parliament. I recall saying to her that something that was already done cannot be "Draft subject to change" as is stated on JM1.

I recall that I was asked by Mr. Ezekiel Russel for the use of my NIS to collect money for works done at Alderton Crossing because the person that would be doing the work did not have a NIS. He called and asked me if I had a NIS number and asked if I could collect the cheque to pay a person. I signed papers in regards to that. When I



collected the cheque it was either for \$195,000.00 or \$192,000.00. Mr. Russell facilitated the signing of the contract. Mr. Russell gave me the cheque, I think he said it was from the NSWMA. He also facilitated the changing of the cheque at a Supermarket owned by Mr. Edgar Johnson. He gave me \$5,000.00 out of the money for my travelling expenses. This took place was in December 2013.¹⁴⁷

Ms. Hamilton, during her appearance before the Contractor General on September 28, 2015, provided a similar account of the circumstances surrounding the contracts which were awarded to her to that which was recorded in her Witness Statement of November 3, 2015.

The allegations which were made by Ms. Hamilton were directed to Ms. Andrea Smith by the Contractor General on October 22, 2015. The following representations are instructive:

“CHAIRMAN: ...Do you know Ms. Donnette Hamilton, ma'am?

A: Yes, I do.

CHAIRMAN: Ms. Donnette Hamilton has indicated that

cheque for Five Hundred Thousand Dollars, you made her sign a blank form, a blank contract form in respect of that document. For the contract that is there, she signed a blank contract form. What is your comment in relation to that, ma'am?

¹⁴⁷ Witness Statement of Ms. Donnett Hamilton dated November 3, 2015.



A: *In relation to this, I don't use those forms, these are Parish Council forms.*

CHAIRMAN: *... It is a contract being amount payable for work done to debush and remove heavy and thick overgrowth from both sides of the roadway and side drains, excavate into accumulated silt and debris, to clean, clear side drains and outlets, gather, heap spoils, cart away same from site as directed. At Prosper Hall, Jamaica Broilers, Comma, Clock, Cemetery, Golden, Main Road, Ramble, Phone Booth, Lyme Hall to Higgin Town, along section of Main Road, as per SR, Number 1693/12, dated 3rd December 2012, with details attached. Ms. Donnette Hamilton indicates that, in fact, the arrangement indicates ...that she had been told verbally that she would have been paid a sum, paid a sum of Sixty Thousand Dollars and the discussion was with you in respect of being paid Sixty Thousand Dollars for this contract, but further there is an agreement for her to be paid Seventy an additional Ten Thousand*



Dollars. And just to be complete in terms of the answers I ask you to give, Ms. Hamilton says she was surprised when she went to this mileage. She was surprised when she went to the Parish Council that the cheque was made of up of Five Hundred Thousand Dollars. Can you comment on that?

A: I don't know what Ms. Hamilton is talking about.

...

CHAIRMAN: Ms. Donnette Hamilton indicates, madame, she took the Five Hundred Thousand Dollars to you cash. Madame?

...

CHAIRMAN: She took the Five Hundred Thousand Dollars cash to you and you gave her Sixty Thousand Dollars cash and also an additional Ten Thousand making it total Seventy. She does not know what happened to other Four Hundred and Thirty Thousand Dollars. All the money was given to you and you gave her back Seventy Thousand Dollars?

A: That is not true.

...



CHAIRMAN: *Now, there is a particular document that I'm just going to share with you, through your Counsel, that is headed Constituency Development Fund Report, 2013. Summary Sheet 27th March 2014. ... Do you recognize that document, madam? That is a copy. Do you recognize that document?*

A: *Yes, sir.*

CHAIRMAN: *Is that one of the documents that you provided to the Office of the Contractor General and one which they photocopied?*

A: *Yes, sir.*

CHAIRMAN: *That set of document, also is what you had provided to them for them to copy?*

A: *Yes, sir.*

CHAIRMAN: *That document represents the records of the South East, St. Ann Constituency Office records of payments?*

A: *I wouldn't say records of payments.*

CHAIRMAN: *What would you call it?*

A: *Are you referring to the front page?*

CHAIRMAN: *No, I am speaking of the entire document. ... Look at the bottom of the page, whose name appears at the end?*



- A: *Donnette Hamilton.*
- CHAIRMAN: *For how much money?*
- A: *Seventy Thousand Dollars.*
- CHAIRMAN: *Now, in respect of that, what does that represents? From your records, what does that for Donnette Hamilton, Seventy Thousand Dollars represents?*
- A: *It represents for work done at Green Park to Culture Gate for \$70,000.00.*
- CHAIRMAN: *When I said earlier to you that she said she was paid Seventy, does that represent a cheque that was issued or does that represent St. East St. Ann Constituency Office saying how much was paid? What does that represent; that Seventy Thousand there? Who paid that* to her? What does it say? Or what does it really mean? Let me not put words in your mouth. What does it mean? Because that is a St. East St. Ann Constituency Office record that you gave us. I want to know what that represents for Ms. Donnette Hamilton.
- ...
- A: *The page that you refer to with Donnette Hamilton bushing for Green Park to Culture Gate, it refers*



to her getting a contract for Seventy Thousand Dollars.

CHAIRMAN: From whom?

A: This is through the member of Parliament Office. I sent this document to the Parish Council, but in reference to the cheque for Five Hundred Thousand Dollars, dated 2012, I have no recollection of this document. I think this was done - I don't think I had anything to do with this document here.

CHAIRMAN: She had said that, for that document is what was stated before. You told her that she would have paid Sixty Thousand Dollars, you gave an additional Ten, made it Seventy, but when she went to collect the cheque, because she had signed a blank form, when she went to collect the cheque, the cheque was for Five Hundred Thousand Dollars and she handed all the money back to you.

A: I have never sent anything to the Parish Council for anyone to collect Five Hundred Thousand Dollars. Never.¹⁴⁸ (OCG Emphasis)

¹⁴⁸ Transcript of hearing which was dated October 22, 2015, involving Ms. Andrea Smith. Pgs. 78- 89.



Having regard to Exhibits ‘JM1’ and ‘JM2’, Ms. Hamilton was also listed by Mrs. Joan McDonald as one of the persons who was purportedly engaged by her in the performance of a contract which was awarded in the amount of \$414,900.00. Based on the documents provided by Mrs. Joan McDonald, Ms. Hamilton was paid a total of \$60,000.00 and performed bushing works at the location described as “*Green Park – Coulture*”. Exhibit ‘JM 2’ which portrayed the signature of “...subcontractors and the amount paid for the work that was done” also depicted a signature of Ms. Donnette Hamilton. Ms. Donnette Hamilton appeared before the Contractor General on September 28, 2015, and advised of, *inter alia*, the following:

“Q: *Okay. Now the times when you get the contract, you do it as subcontractor or you were the main contractor?*

A: *No, I was a sub-contractor.*

Q: *Okay. So who is it that contract you in terms of, let me be specific, well, you know Miss Joan McDonald?*

A: *Yes.*

Q: *Did she?*

A: *No, she did not contract me, the office, Miss Andrea Smith contract me. If that is in relation to the paper that I signed by Miss Joan McDonald.*

Q: *Yes.*

A: *I can explain all of that. I was called earlier this year after you came and she said she wanted some clarification.*

Q: *After I came?*



A: No, after the office -- the papers, after you went to the office and she called me come in, I don't know, she just called me and said she want some clarification. I said clarification on what, she said on the work that I did. I said which work, she said if I got work from Green Park to Culture Gate, I said yes. She said, in the amount of \$60,000, I said, yes and then I said to her, I didn't get \$60,000 I get \$70,000 but that wouldn't be on the document up at the office, I got -- I am clarifying that I got the work and the amount was on the paper. She said she want the clarification and she is coming to let me sign to clarify, I said okay. So she drove around to my house and I signed it. After signing the document I said, can I have a look -- I wasn't wearing my glasses at the time, so I went into my room. I said let me go and get my glasses so that I can see what I signed. When I took the document I saw where she had the correct amount of work and the \$60,000 on it and she said to me...



Q: The correct amount of work -- the thing that you signed for Miss McDonald, it had the work on it?

...

Q: Look at this piece of paper, the thing that you signed, look if you see any work on it?

A: It was a typed, I think it was typed. She had explain on the document, the paper that I signed it wasn't stamped so I think she took it back to the office to get it stamp, it wasn't stamped. She had a typed paper with, subject to change. After signing it, I said to her, this can't be right because subject to change, something that is done from 2013 cannot be subject to change because the work was already done, that is what I told to her and I said I want to...

Q: Just a minute. Look at this document, I have it marked JM1 Miss McDonald carry this too?

A: Yes, this was what she showed me first.

Q: So she showed you that piece of payer [sic] JM1?

A: Yes, she showed me this and say from...



...

A: *I signed it, because this was what I looked at and signed it because I work from Culture Gate to Green Park, that was all that was within my head, Culture Gate to Green Park, that was all that was in my mind.*

Q: *Now after you get your glasses you read the piece of paper?*

A: *That is when I read it and I told her -- no, she told me that she want to know, she is adding up like the amount of money that she got as a sub-contractor.*

Q: *I want you to take your time, tell me exactly what she told you.*

A: ***She said she wanted to make sure the money that she got for her contract was add up or spend like how they said so.***

Q: *Like how they said?*

A: *Like how the paper that she got from the Constituency Office said.*

Q: *But you and Miss McDonald don't have no arrangement?*

A: ***Exactly, that is when I turn to her and said, I did not get any pay from your cheque because I had my own cheque, so this paper is not valid, you***



should not use this paper. That was the exact thing I said to her. She said she is only keeping it just in case. So I had no idea that she took it.

Q: So when you tell her it is not valid, this piece of paper, the one with the line, line, and so on, that I called JM1, when you told Miss McDonald that it is not valid, she respond to you?

A: He said she just want -- she didn't want to lose her contract with the Contract Commission cause she is some contractor and she is just gonna keep it. I told her it is not credible as there was no seal or there was no letterhead or anything on it, mi show her, so it wasn't valid and furthermore I got my own contract. I got my own cheque and that is what I was paid from, I wasn't paid from her cheque?

...

Q: When Mrs Joan McDonald come there and she asked you to sign the piece of paper you were signing to say you get money out of her cheque?

A: No, I was signing that I get work. I work from Green Pond to Culture Gate. Is was after signing she told me



*that she want to see how her
\$410,000 was spent.*

*Q: You understand that to mean that out
of her \$410,000, you get \$60,000 too?*

*A: Yes, and that is when I told her, that
can't be right because I did not get
paid from her.*

*Q: Did you ever go to Miss Joan
McDonald and ask her for work?*

*A: No.*¹⁴⁹

Douglas Anderson

Mr. Douglas Anderson was awarded one contract in the amount of \$190,000.00, during the period under review by the St. Ann Municipal Corporation. Mr. Douglas was also listed on Exhibit 'JM1' and 'JM2' which had been presented by Mrs. Joan McDonald in respect of the persons who were purportedly engaged by her in the performance of a contract which was awarded to her in the amount of \$414,900.00. Based on the documents provided by Mrs. Joan McDonald, Mr. Anderson was paid a total of \$150,000.00 and performed bushing works at the location described as "*Prosper Hall – JM Broiler*". Exhibit JM 2 which portrayed the signature of "*...subcontractors and the amount paid for the work that was done*" depicted a signature of a third party who appeared to have signed Exhibit 'JM 2' on behalf of Mr. Anderson. Mr. Anderson appeared before the Contractor General on October 1, 2015, and advised of, *inter alia*, the following:

A: Yes, sir.

¹⁴⁹ Transcript of Hearing involving Ms. Donnette Hamilton, which was dated September 28, 2015. Pages 56-62.



CHAIRMAN: *Forgive me if I stretched
across the table. That thing
labelled JM1, Mrs. Joan
McDonald asked you to sign it
but you were out of the area?*

A: *Yes, sir.*

CHAIRMAN: *Meaning out of which area?*

A: *I wasn't in Claremont at the
time when they call mi.*

CHAIRMAN: *So Hartley is one of your....*

A: *Yes, sir.*

CHAIRMAN: *He is a worker of yours?*

A: *Yes, sir.*

CHAIRMAN: *So what was he signing to say?*

A: *Yes sir, that I received...*

CHAIRMAN: *You were asking him to sign
for you...*

A: *Yes, sir.*

CHAIRMAN: *...that you received the money?*

A: *Collect the money. Collect the
money yes, sir.*

CHAIRMAN: *He collected the money?*



A: *(No answer).*

CHAIRMAN: *Collected what money?*

A: *From Miss Joan McDonald.*

CHAIRMAN: *How much money you collected from her?*

A: *It's \$150,000.00 that Government paid me for the job that I did.*

...

CHAIRMAN: *So you got work from Mrs. Joan McDonald?*

A: *Yes, sir.*

CHAIRMAN: *Which area in St. Ann are you from?*

A: *In Claremont.*

CHAIRMAN: *You did work in what area?*

A: *From Prosper Hall to, they call it "Fowl Farm?"*

CHAIRMAN: *How many people you got to work?*

A: *About 25.*

CHAIRMAN: *How much was each person paid?*



A: *It was draining and bushing so I have two sections; some doing the draining and some doing the bushing. So I have about 10 drains, so one drain would cost \$8,000.00.*

CHAIRMAN: *So how much was each person paid?*

A: *The one that do the drain they were paid; it was 10 drains, 5,000 each. Who did the drain get \$5,000.*

CHAIRMAN: *And you said you had how many people doing drains?*

A: *About 10 doing drains.*

CHAIRMAN: *So that's 10 times 5, 50?*

A: *Yes, sir.*

CHAIRMAN: *How the other 100,000 spend?*

A: *It was for the bushing.*

CHAIRMAN: *Yes, and how you spend the other 100,000?*

A: *I said for the drains.*

CHAIRMAN: *Yes.*

A: *Yes, sir.*

CHAIRMAN: *You can't remember, sir?*



A: *No, it was so long I can't remember.*

CHAIRMAN: *You worked from Coffee Walk to Culture, that's where the work took place?*

A: *No, from Prosper Hall.*

CHAIRMAN: *You did any work from Coffee Walk to Culture at any time?*

A: *Culture?*

CHAIRMAN: *Drain, clean side verges, cleaning?*

A: *No, I don't remember. Unless they mix them up.*

CHAIRMAN: *Never done that?*

A: *Unless they mix up their names.* ¹⁵⁰

Angella Jarrett

Angella Jarrett was awarded one contract in the amount of \$110,000.00, during the period under review by the St. Ann Municipal Corporation. Ms. Jarrett was also listed on Exhibit 'JM1' which had been presented by Mrs. Joan McDonald in respect of the persons who were purportedly engaged by her in the performance of a contract which was awarded to her in the amount of \$414,900.00. Based on the documents provided by Mrs. Joan McDonald, Ms. Jarrett was paid a total of \$30,000.00 and performed bushing works at the location described as "*clock-cemetery*". Ms. Jarrett appeared before the Contractor General on October 1, 2015 and advised of the manner in which the contract was awarded. The following representations were made:

¹⁵⁰ Transcript of hearing involving Mr. Douglas Anderson which was dated October 1, 2015. Pgs. 279-294.



“CHAIRMAN: ... Now, you know Miss Joan McDonald?

A: Yes, sir.

CHAIRMAN: Where you know her from?

A: Same parish both of us come from, Coultart Grove.

...

CHAIRMAN: ... Now, you got work from Miss Joan McDonald to do, ma'am?

A: Yes sir, bushing.

CHAIRMAN: When was that, ma'am?

A: Bushing on the road.

CHAIRMAN: When was that, ma'am?

A: 2014.

CHAIRMAN: What time of year was it, ma'am?

A: In December.

CHAIRMAN: Okay now, how much money were you paid, ma'am?

A: 30.

CHAIRMAN: 30 cents, ma'am?



A: *Thousand.*

CHAIRMAN: *Now, how were you paid the money, ma'am?*

A: *2000 a head, sir. 2,000 a head them say for one person.*

CHAIRMAN: *You got \$30,000?*

A: *Yes.*

CHAIRMAN: *What you did with the \$30,000 you got?*

A: *Thirteen people. They said to use some people. 13 people I used. So I paid them at 2,000 a head.*

CHAIRMAN: *Okay. And the balance you took?*

A: *Yes, sir.*

CHAIRMAN: *Who said you should use some people, ma'am?*

A: *Miss Joan McDonald.*

...

CHAIRMAN: *Okay. Now, from where to where you did work, ma'am?*



A: *From the Clock to the Cemetery.*

CHAIRMAN: *Which Clock?*

A: *Claremont.*

CHAIRMAN: *Which Cemetery?*

A: *Claremont Cemetery.*

CHAIRMAN: *Who paid you the \$30,000, Miss McDonald?*

A: *Yes, sir.*

CHAIRMAN: *Where she paid you?*

A: *At the store, at har store in Coultart Grove.*

CHAIRMAN: *Not at the Constituency Office, Southeast St. Ann.*

A: *No, sir. No, sir. Mi never a visit office much less to go to Southeast, sir.*¹⁵¹

Pauline White

Ms. Pauline White was listed on Exhibits 'JM1' and 'JM2' which had been presented by Mrs. Joan McDonald in respect of the persons who were purportedly engaged by her in the performance of a contract which was awarded to her in the amount of \$414,900.00. Based on the documents provided by Mrs. Joan McDonald, Ms. White was paid a total of \$35,000.00 and performed bushing works at the

¹⁵¹ Transcript of hearing which was dated October 1, 2015 involving Ms. Angella Jarrett. Pgs. 260-265.



location described as “cemetery-coultart”. Exhibit JM 2 which portrayed the signature of “...subcontractors and the amount paid for the work that was done” also depicted a signature of Ms. Pauline White. Ms. White appeared before the Contractor General on September 28, 2015, and advised of, *inter alia*, the following:

“Q: Please tell us why you come here, ma'am?”

A: Because I heard that I get some work, some Christmas work and Joan gave me this paper to sign, to sign that I get the work from her.

Q: So you did actually get the work?

A: Yes, I did.

Q: And you do the work?

A: Yes, I did. Parish Council asked me to take up the work before they pay you.

...

Q: Now, how much money you get?

A: \$35,000.

Q: And you work from where to where?

A: From Cemetery to Coultart.

...

Q: So it was just \$35. Now this work that Miss McDonald -- Miss McDonald called you and give you the work?

A: No, both of us are living in the same district.

Q: How you know about the work?

A: She told me.

Q: She told you where, when?

A: I don't remember.



Q: *I mean like in her store or over your yard or at church?*

A: *No, I went down by the Western Union and she ask me if I was interested and I told her yes.*

Q: *Okay. Now the payment, the money you get, who pay you?*

A: *Joan.*

Q: *Where she pay you?*

A: *At my home.*

...

Q: *So the reason why you -- you sign your name -- when you see Miss McDonald what she come to you and say, what you must do. When she carry the piece of pay [sic] what she asked you to do?*

A: *To sign my name to show that I get the money, that she give me the money.”¹⁵²*

Vivine Chung

Ms. Vivine Chung was listed on Exhibits ‘JM1’ and ‘JM2’ which had been presented by Mrs. Joan McDonald in respect of the persons who were purportedly engaged by her in the performance of a contract which was awarded to her in the amount of \$414,900.00. Based on the documents provided by Mrs. Joan McDonald, Ms. Chung was paid a total of \$30,000.00 and performed bushing works at the location described as “*Ramble*”. Exhibit ‘JM 2’ which portrayed the signature of “*...subcontractors and the amount paid for the work that was done*” also depicted a signature of Ms. Vivine Chung. Ms. Chung appeared before the Contractor General on September 28, 2015 and advised of the manner in which the contract was awarded. The following representations were made:

¹⁵² Transcript of Hearing involving Ms. Pauline White which was dated September 28, 2015. Pages 104-110.



Q: Now look at this piece of paper I am showing to you, the one marked JM2. Have you ever seen that copied document, I write on it JM2, have you ever seen that before, ma'am?

A: Yeah.

Q: Where you see that before?

A: I signed it with Miss McDonald.

Q: Why you signed it?

A: Because I get the \$30,000.

Q: That is why you signed it?

A: Yeah. I signed before when I receive the money but I don't know what she did whatever but I signed it.

Q: So the one before that you signed she give you money and you signed for it?

A: Yeah.

Q: Where she give you the money?

A: Up by Coultart.

Q: Not in the Constituency Office?

A: No, I live close to her.

Q: She carry your money and give you?

A: Yeah.

Q: Now when she gave you the money the first time what you sign?

A: A piece of paper.

...

Q: So did you read it?

A: Yeah, I read it.

Q: And what it said is what actually go so; the following are the names of the sub contractors and



the amount paid for the work that was done. You are a subcontractor for Mrs Joan McDonald?

A: *That is a contract.*

Q: **I mean, is she give you the contract, Miss Joan McDonald?**

A: **Contract you call it or crash work, I don't know whatever you call it**¹⁵³ (OCG Emphasis)

Wayne Simpson

Mr. Wayne Simpson was listed on Exhibits 'JM1' and 'JM2' which had been presented by Mrs. Joan McDonald in respect of the persons who were purportedly engaged by her in the performance of a contract which was awarded to her in the amount of \$414,900.00. Based on the documents provided by Mrs. Joan McDonald, Mr. Simpson was paid a total of \$50,000.00 and performed bushing works at the location described as "Green Park- Jm Broilers". Mr. Simpson appeared before the Contractor General on September 28, 2015 and advised of the manner in which the contract was awarded. The following representations were made:

Q: *Now Miss Joan McDonald produced a document which she said she got from the Constituency office; this document speaks to work that was done by yourself and some other persons.*

Mrs Joan McDonald also produced a document which she says is a copy where she said she had asked you to sign that you have received money, \$50,000. I am just going to show you the document; this is what was given to us by her, it is a copy, and

¹⁵³ Transcript of Hearing which was dated September 28, 2015, involving Ms. Vivine Chung. Pages 85- 88.



you can just tell me if that is your signature.

(Document shown to witness)

That's your signature there next to the name Wayne Simpson, for \$50,000?

A: ***Yes, sir.***

Q: ***Mrs Joan McDonald indicated that she asked you to sign this document, that's correct?***

A: ***Yes.***

Q: ***Now you signed this document long after the work was done.***

A: *After the work was done.*

Q: *When did you do this actual work?*

A: *Its either a year or two ago, you know, either 2013 or 2013.*

Q: ***Now when you signed this document recently you were signing it – Mrs McDonald asked you to sign it to say what, what you were signing it to say?***

A: ***Well, she said she's verifying, the office had asked for some verification to show that we were paid.***

Q: ***You did actual work?***

A: *Yes, I did the work.*

Q: *What work you did?*

A: *Bushing.*

Q: ***From where to where?***

A: ***We call it – in St Ann we call it Fowl Farm Gate, we would call it...***

...

Q: ***How did you know about the work?***



A: *She came and said she had a piece of bushing that she wants me to do that section for her.*

Q: *This is Joan McDonald.*

A: *Yes.*

Q: *You didn't go to her at the shop and say I need work, can you find work for me?*

A: *No.*

Q: *She came to you or she called you? How is it that – she actually came to you somewhere, met you somewhere and posed that question to you?*

A: *No, she called me, man, she called me – somebody that I am in dialogue with on a regular basis.*”¹⁵⁴

Contract Award to Mr. Ezekiel Russell

The OCG, during the course of its investigation, uncovered that a contract was awarded to Mr. Ezekiel Russell, former Administrative Assistant to then Minister of Youth and Culture, Ms. Lisa Hanna, and former Constituency Secretary, South East, St. Ann. The contract was awarded to Mr. Russell by the St. Ann Municipal Corporation for the conduct of works relating to the Pedro Water Extension Project, in the amount of \$114,800.00. The contract was signed by Mr. Russell on November 22, 2011. The contract stated that the date of commencement was November 23, 2011 with the completion date being December 8, 2011. It was further indicated on the contract that the contract was awarded by the Corporation under the auspice of the Capital Works, CDF Programme. The OCG was also provided with a cheque which was made payable to Mr. Russell in the amount of \$112,504.00, with the balance of \$2,296.00 reserved for statutory payment.

Questions concerning the Pedro Water Extension Project, as well as the award of the referenced contract to Mr. Russell were directed to Ms. Andrea Smith by the OCG during her appearance on January 21,

¹⁵⁴ Transcript of Hearing which was dated September 28, 2015, involving Mr. Wayne Simpson. Pages 60-62.



2016. The questions were directed to Ms. Smith on the basis that the contract was awarded under the Capital Works –CDF Programme. The following representations were made in this regard:

“MR. DIRK HARRISON: You don't know of Mr. Russell getting a contract during the time that you were working at the South East St. Ann Constituency office?

MISS ANDREA SMITH: While he was working there?

MR. DIRK HARRISON: Yes, ma'am.

MISS ANDREA SMITH: I don't remember, sir.

...

MR. DIRK HARRISON: You have helped with the thing that they call Capital Work CDF Programme, is that something that falls within your portfolio, ma'am? You deal with CDF?

MISS ANDREA SMITH: I deal with CDF.

MR. DIRK HARRISON: Since when, ma'am? Are you familiar with South East Pedro Water Extension Project, ma'am?

MISS ANDREA SMITH: Yes, sir.

MR. DIRK HARRISON: Does that fall within your portfolio?

MISS ANDREA SMITH: Yes, sir.

MR. DIRK HARRISON: And it fell within your portfolio?

MISS ANDREA SMITH: The Pedro River Project?

MR. DIRK HARRISON: Yes, ma'am.

MISS ANDREA SMITH: I don't remember which year that was.

*MR. DIRK HARRISON: Look at this document madam, please.
(Witness shown document)*

MR. DIRK HARRISON: That is from the St. Ann Parish



Council, ma'am. Sorry, forgive me, that is from Mrs. Moveta Munroe at the CDF Office saying the contract was awarded to Mr. Ezekiel Russell and with the payment date, are you aware of that, madam?

MISS ANDREA SMITH: I can remember some conversation with Mr. Russell and Councillor Richards, because both of them were spearheading this project, but I don't have any details.

MR. DIRK HARRISON: *Let us just back up two questions, remember you earlier answered St. Ann Pedro Water Extension Project fell under your portfolio, but you could not recall when the project took place?*

MISS ANDREA SMITH: *Yes, sir.*

MR. DIRK HARRISON: It was that, the Southeast Pedro Water Extension Project one of your portfolio responsibilities, madam?

MISS ANDREA SMITH: It comes under CDF, so yes, it would have been my responsibility.

MR. DIRK HARRISON: Did you nominate or facilitate Mr. Ezekiel Russell getting that contract, ma'am?

MISS ANDREA SMITH: None of the two persons.

MR. DIRK HARRISON: *Is this the first time, other than you, making reference, making reference to Councillor Richards and the discussion between Richards and Russell, is this the first time you are being made aware that Mr. Ezekiel Russell was awarded a*



contract under this Pedro Water Extension Programme which fell under your portfolio, madam?

MISS ANDREA SMITH:

Yes, sir.

...

MR. DIRK HARRISON:

How come something like this happen under your portfolio responsibility and you don't know, ma'am? How could this be processed, how could this be sent to Mrs. Munroe's office, the Office of the Prime Minister, the CDF Unit without your knowing, ma'am?

MISS ANDREA SMITH:

As I said to you before, sir, Councillor Richards was in charge of this project. I think Mr. Russell was the one who made the proposal for the project after. Mr. Russell and Councillor Richards was spearheading this project.

MR. DIRK HARRISON:

So you report to Councillor Richards?

MISS ANDREA SMITH:

I -- yes, I do report to the Councillor.

MR. DIRK HARRISON:

No, for this project you reported to Councillor Richards? You just said he was responsible for this project, did you report to him, for this project?

MISS ANDREA SMITH:

I don't remember, sir.

MR. DIRK HARRISON:

What functions you performed in this South East Pedro Water Extension Project, which fell under your portfolio, tell us which functions or roles you performed in



**relation to this Pedro Water Extension
Project, ma'am?**

MISS ANDREA SMITH:

Other than auhm typing the project...

MR. DIRK HARRISON:

When you say typing the project, what do you mean, ma'am?

MISS ANDREA SMITH:

The preparation of the document, the project documents.

MR. DIRK HARRISON:

When you said earlier it falls under your portfolio, I don't understand, explain what you meant when you said earlier when you said it falls under your portfolio.

MISS ANDREA SMITH:

It would have come from the CDF Funds, the allocation would have come from the CDF Funds.

...

MR. DIRK HARRISON:

Who had overall responsibility for Constituency Office of South East St. Ann for the Pedro Water Extension Project?

MISS ANDREA SMITH:

Sir, as I said to you before, I did the preparation for the document and project spearheaded by Councillor Richards.

MR. DIRK HARRISON:

I am asking you, who gave him permission to spearhead it, was it the Minister, Lisa Hanna, was it Moveta Munroe, who gave him permission to spearhead the project that you had responsibility for?

MISS ANDREA SMITH:

Auhm, I know Mr. Russell made the -- Mr. Russell made the recommendation to



Councillor Richards.

MR. DIRK HARRISON:

Recommendation on himself?

MISS ANDREA SMITH:

No, for the project, for the project. It was then brought to the Executive for feedback and the Member of Parliament.

MR. DIRK HARRISON:

Executive Committee of then South East St. Ann Constituency Office?

MISS ANDREA SMITH:

The Constituency Executive Committee.

...

MISS ANDREA SMITH:

I did not make any payments, however, in terms of the documentation I would have to speak to Mr. Russell and Councillor Richards, in terms of the payments, because I didn't know the persons who they had selected, the contractors.

MR. DIRK HARRISON:

In 2011, you would agree with me, that you at that time, had signed a contract with a CDF Fund Officer with the Member of Parliament.

MISS ANDREA SMITH:

Yes, sir.

MR. DIRK HARRISON:

And by signing the contract, it gave your overall responsibility, pursuant to the contract for CDF?

MISS ANDREA SMITH:

Yes, sir.

MR. DIRK HARRISON:

So, how is it that Mr., sorry, I keep saying mister. how is it that Councillor Lydia Richards had, in my words, overall responsibility and you are the CDF Officer?



MISS ANDREA SMITH:

I did the administration...

MR. DIRK HARRISON:

You heard my question, Miss Smith. How she got to the top of the thing, managing CDF and you are the person who signed the contract with the Member of Parliament to manage the CDF desk, how is it you end up reporting to the Councillor?

MISS ANDREA SMITH:

Because it is within her Division.

MR. DIRK HARRISON:

So, if it is CDF work in a particular Division, you report to that Councillor?

MISS ANDREA SMITH:

Yes, sir.

MR. DIRK HARRISON:

Not the Member of Parliament?

MISS ANDREA SMITH:

As well as the Member of Parliament.

MR. DIRK HARRISON:

That's in your contract?

MISS ANDREA SMITH:

Pardon me?

MR. DIRK HARRISON:

Is that in your contract?

MISS ANDREA SMITH:

No, sir

....

MR. DIRK HARRISON:

South East Pedro Water Extension as part of the administrative role, did you keep documents to include budget and expenditure?

MISS ANDREA SMITH:

I don't remember, sir.

MR. DIRK HARRISON:

When persons were to be paid cheques under this project, did you facilitate them as a part of your administrative function under the South East Pedro Water Extension Project, ma'am?



MISS ANDREA SMITH:

I don't remember, sir.

MR. DIRK HARRISON:

When at the completion of the project -- I presume the project is completed now, ma'am, the Pedro Water Extension Project itself is completed now? Can you remember? Do you know?

MISS ANDREA SMITH:

I don't think it was.

MR. DIRK HARRISON:

Don't think it was. Now, for the time that that project was in existence, ma'am, did you receive the documentation in relation to the project, let's say for payment, documents indicating work being done, did you receive documentation like that?

MISS ANDREA SMITH:

I can't say at this time.

MR. DIRK HARRISON:

Did you generate status reports for the project?

MISS ANDREA SMITH:

No, sir.

MR. DIRK HARRISON:

Did you have any system of accountability to know exactly what was happening throughout the project?

MISS ANDREA SMITH:

*No, sir.*¹⁵⁵

Having regard to the referenced contract which was awarded to Mr. Ezekiel Russell, Ms. Lisa Hanna to whom Mr. Russell was employed at the time advised the OCG that she was not aware that a contract had been awarded to Mr. Russell in respect of this programme. The following representations were made:

“MR. DIRK HARRISON: Look at this document for September 1

¹⁵⁵ Transcript of Hearing involving Ms. Andrea Smith which was dated January 21, 2016, pgs. 10, 17, 18, 33-35.



2011, December 31st 2011. It had Mr. Ezekiel Russell being paid for labour for funds -- lets peruse this, this is just the cover letter that came with the letter dated -- I was just indicating the source of this document that I just showed you.

I am trying to understand, you say that you did not recommend, and correct me if my use of words are not as accurate as you have said it. **You did not recommend Mr. Ezekiel Russell to get a contract in 2011 under any CDF Programme in the South East Pedro Water Extension Project?**

MINISTER LISA HANNA:

No.

MR. DIRK HARRISON:

Recommendations for contracts to be awarded, are they ultimately signed by you, does the documentation process have to be signed at some point by you?

MINISTER LISA HANNA:

This one I need to find out about, Mr. Harrison, because I am aware of Mr. Russell saying that he wanted to do an extension in the Pedro River for pipes, so that project document would have been done. Certainly, I would not have recommend Mr. Russell to be the project.

MR. DIRK HARRISON:

Because he was working with you?

MINISTER LISA HANNA:

Precisely, so, awarding a contract to Mr. Russell to do the work is not something



that would have been done.

MR. DIRK HARRISON:

In 2011, what post did Mr. Russell occupy, Mr. Ezekiel Russell?

MINISTER LISA HANNA:

He then was Constituency Secretary at the time.

...

MR. DIRK HARRISON:

What post does Miss Keene occupy now?

MINISTER LISA HANNA:

She is a Constituency Secretary.

MR. DIRK HARRISON:

And earlier we were speaking about an instance where she was -- let me ask you specifically, was Miss Keene awarded a contract or was she a collector?

MINISTER LISA HANNA:

Under the terms of what and how the Parish Council operates, she would have been a collector, because of the urgency of the situation to get the persons paid and the Parish Council saying that, look, these are things that have to get done immediately. So, there was an urgency of the situation, and if you check back your records, because I think you have those records and the templates of the persons who would have worked in a particular area. You can check to see if they got paid, and I believe all the persons got paid.”¹⁵⁶

¹⁵⁶ Transcript of hearing involving Ms. Lisa Hanna, which was dated, December 10, 2015 pgs. 26- 28



With respect to Mr. Russell's association with the Member of Parliament, Ms. Lisa Hanna, and the South East, St. Ann Constituency Office, Ms. Hanna stated, *inter alia*, the following during her appearance before the Contractor General on October 26, 2015:

“MR. DIRK HARRISON: Now, in the context of Mr. Ezekiel Russell, did he at some point in time in the employ of the Constituency Office and if so, when?

LISA HANNA, MP: Ezekiel was in the employ of Constituency Office, I think, I believe, during 2009 to 2012.

MR. DIRK HARRISON: And what role and functions did he perform?

LISA HANNA, MP: He helped to look for projects that were important to the development of certain areas.

MR. DIRK HARRISON: And when you say look for projects, what do you mean?

LISA HANNA, MP: From time to time, in -- my Constituency is actually the largest Constituency in the country. So, it borders seven Constituencies. It stretches from the top of Faiths Pen to the back of Tie Dixon, go up to Nine Mile and come down to Lime Hall, go to Parry Town and go across to Steer Town.

...

LISA HANNA, MP: ... We go across to Exchange and we go up to Guys Hill, and so it really is identifying water issues, land issues, issues relating to basic schools, issue that is because the 'Consol Funds' doesn't have enough money to



be able to...

...

LISA HANNA, MP:

Consolidated Fund to supply all members of Parliament with what would be required, so we have to also look for funding like various agencies like CHASE or JSIF. So, it's really trying to identify some of those projects that could come under CHASE or JSIF.”¹⁵⁷

Mr. Russell, on January 5, 2016, appeared before the Contractor General and advised of the circumstances surrounding his employment and association with the Office of the Member of Parliament, South East, St. Ann, and the circumstances surrounding the aforementioned contract which was awarded to him by the St. Ann Municipal Corporation:

“Chairman: You at some point were connected to the South East St. Ann Constituency Office of Member of Parliament, Honorable Lisa Hanna?

A: Yes, I was.

Chairman: What period were you connected to the office?

A: October, just let me check. 2007, I think it was.

Chairman: October 2007?

¹⁵⁷ Transcript of Hearing involving Ms. Lisa Hanna, which was dated October 26, 2015. Pg. 4-6.



A: *Right, I was then Admin Assistant to 2012, I think that is correct, and then after I was Special Assistant to the Minister at the Ministry of Youth and Culture.*

Chairman: *So from 2012 you were a Special Assistant to the Minister at Youth and Culture from 2012 to when?*

A: *To May 2014.*

Chairman: *For the time that you were Special Assistant to the Minister at Youth and Culture, did you have any responsibilities at the South East St. Ann Constituency office?*

A: *Responsibilities, well, as I accompany the Minister, I also was the Constituency Secretary which was a political aspect of the office.*

Chairman: *So while you were Special Assistant to the Minister at Youth and Culture you still were Constituency Secretary?*

A: *Yes, I was.*

Chairman: *At what point did you stop being Constituency Secretary for the South East St. Ann Constituency office?*



A: *I resigned in May, 2014*”¹⁵⁸

...

Chairman: *So what did your duties entail as Constituency Secretary?*

A: *Well as I said it was a political position, it had to do with political work.*

Chairman: *And to the extent that my jurisdiction extends, my jurisdiction is such that I am going into any aspect that touches and concerns contracts being awarded and government money being expended. Now as you realize that’s going to cut across political work, so that is where I am going in terms of award of contracts. So what I want to know, what is your role, because you had a job description, correct?*

A: *As Constituency Secretary?*

Chairman: *Correct. You do everything then?*

A: *Not necessarily a job description. I think it has been something which has come down over the years through the party where – it’s a*

¹⁵⁸ OCG Transcript of hearing involving Mr. Ezekiel Russell, dated January 5, 2016 , Pages 3-5



*function really, it deals with
constituency matters, enumeration,
meetings with the EOJ, Constituency
Executive meetings, you know,
Minutes, some admin work in terms
of Minutes, reporting at the
constituency level.*

*Chairman: Attending meetings also that were
had by the Constituency Executive,
you attended those too and took
minutes?*

A: Yes, I did” ... ¹⁵⁹

*Chairman: “Have you every [sic] gotten a contract for
the time you have been working in
the constituency office?*

A: If I have ever gotten a contract?

*Chairman: Yes, you have ever been awarded a
contract?*

*A: No, I have never been awarded a
contract per se.*

...

Chairman: Per se. What does per se mean?

¹⁵⁹ OCG Transcript of Hearing involving Mr. Ezekiel Russell dated January 5, 2016. Pages 8-9



A: *In terms of a contract, you mean like awarded a contract to do a particular piece of work?*

Chairman: *Right.*

A: *No, I on one occasion only aided somebody, that was earlier on, the earlier years of my work at the office.*

Chairman: *When you say aided, what do you mean?*

A: *Well, at the time there was a project that was being done, it was a Water Extension project, I was working with a community based organization, Pedro River Community Benevolent Society, and I had done a proposal, we were seeking funds for the project and some monies were received, I had withdrawn myself from the project because I was then working with the office, but on one occasion, usually I would still liaise with some of the persons who was in charge of the project and on one occasion -- I think the name of the gentleman was Mr. Lawrence, who was the Works*



Overseer at the time, asked me if he could do a cheque in my name that would facilitate the payment of some workers because usually what he would do, he would come and what you call it , “take up the work,” and there was somebody designated to do those kind of works.

Chairman: What Lawrence is that?

A: He is an older guy, I don’t remember his first name, I know him as Mr. Lawrence, that’s all. I had spoken to him at the time asking him if it was okay, he said there shouldn’t be any problem if I did it, but that was the only time, I’ve never, I can’t consider it contract per se, as you would think.

Chairman: About what year was that?

A: I don’t remember exactly what year, it was about 2008, thereabouts, so I am not sure.

Chairman: Now you said that when the proposal was done by you, you were working at the constituency office?



A: *No, I completed the proposal first, the project was ongoing first, it came to a halt, and it was actually how I met the Minister, we had a meeting with her and we put the proposal to her, and the plan to her, the benefit of the proposal and the outcome that we have had to community and then...*

Chairman: *You heard my question?*

...

Chairman: *The question was, at the time that you did the proposal whether or not you were working with the constituency office?*

A: *No, I wasn't working with the constituency office when I did the proposal, I did the proposal before I started working at the constituency office.*

Chairman: *And after the break, the break as you put it, so that the project would continue you resigned so it that you could continue it, you resigned from where you were working?*



A: *Well, as I, if I can just back track. I wasn't working for the project per se, I did the proposal for the community, there were persons from the community in which the organization is located and the persons from other community in which the project was implemented were working on the project, I wasn't really in charge of it, I was just really supervising and helping out in the implementation of the project. But at the time, the question you asked, at the time the money was allocated for the project and I started working at the office, I basically withdrew myself from the project because somebody else was in charge of that.*

Chairman: *And the reason for withdrawing yourself from the project is what?*

A: *Well, I was working at the office, I thought it wouldn't have been the best thing to do.*

Chairman: *Now, that contract that you said Mr. Lawrence had asked that it be put in your name?*



A: Sorry, it was a one-off payment, I just received it on behalf of the persons who worked.

Chairman: So what you did with that money?

A: Oh, I received it on behalf of the persons who worked, I turned it over to the person, the person who actually did the – there is a form, I think you may have come across it, there was a form that is used by the Parish Council and he had indicated to me that that form was, there was some error on the form, and in the interest of getting the persons paid from the community, he asked because I was in Claremont and he was passing through the area, he couldn't bother to go back to Fort George to where the person was, he asked me if I could receive the payment on behalf of the person so I really didn't take the money per se, I just received the money on behalf of the persons who worked, So I didn't really take the money.

Chairman: So you signed a contract?



A: ***No, I didn't sign a contract, I signed
a completion form, a work
completion form by the Parish
Council, that is through the Parish
Council.***

...

Chairman: *Something like this, like this payment
voucher here?*

A: *Yes, basically a payment voucher.*

Chairman: *And this, and you signed the back?*

A: *Yes, like that.*

Chairman: *But you recognize that this document
here, the back of it would say work
performed, so you signed as if you
did work?*

A: *Well, I know of the work.*

Chairman: *..., but you signed as Claimant, the form says
Claimant, you signed as if you were the
Claimant and it was you who did the work?*

...

Chairman: *Now, this instance that you referred to
in probably 2008, in terms of you on
the request of Mr. Lawrence collecting
money, you will agree with me that*



even though you said Mr. Lawrence said it was okay that was something you would have needed permission of Member of Parliament, because the Member of Parliament is the one who is determining who is to be awarded a contract? Well, that is not something – well, let me pause. What type of contract, what was that for, that was under what programme? I think it was the CDF project.

Chairman: And that CDF project, at the time the CDF officer was who?

A: Miss Smith.

Chairman: And you never spoke -- Miss Smith doesn't know about you doing that, you collecting the money?

A: I am not recalling if I had said it to her.

Chairman: And you can't recall if you said it to the Minister either?

A: No, can't recall.

Chairman: To your knowledge, Mr. Lawrence is no longer at the Parish Council?

A: No, he is not.



...

Chairman: When you did that, you signed the document, at the same time you signed the document, you got the cheque at the same time?

A: No.

Chairman: How long after?

A: Well, I actually had to go to the Parish Council to pick up the cheque, I don't remember if it was like the week after, because usually, I think the Parish Council then was doing, I think he said that if you sign the form now then you will be paid like the other week. In terms of processing, a period of days before the ...

Chairman: What you said earlier in terms of the reason that he had given, somebody was somewhere when they couldn't sign it, what's the reason you gave earlier?

A: Well, yes, the gentleman, I don't remember his name, the gentleman who was supposed to be doing, I don't know if he wasn't in the area



but I know he is a mason, I don't remember if he was out of the area or what was the situation, but I know there was also a problem to be corrected on the form that Mr. Lawrence was supposed to be submitting to the Parish Council, and then based on that the gentleman not being available to -- I don't remember if it was his signature that was not affixed, something had gone wrong with it and then he asked me to just do over a form, but as I said I at the time I was aware of the project, and as I said I did it in the best interest of those persons who worked as well as being aware that that level of work was undertaken and Mr. Lawrence had given me the assurance that it would have been okay.

Chairman: You just said that you were satisfied, you didn't used the word satisfied, that you were satisfied the work was done, you knew the work was done?

A: Yes, I am from the same community, so I would drive passed and I see that work was done.



- Chairman:* *So if you were asked to do that all over, would you do it again?*
- A:* *Well, no, sir.*
- Chairman:* *Why wouldn't do it now?*
- A:* *Well, I am not working there now so maybe...*
- Chairman:* *No, what I am saying, let's say you are asked...*
- A:* *Within the same capacity?*
- Chairman:* *Yes. Why?*
- A:* *Because it is what is considered a conflict of interest. At the time, to be frank, if it is that I knew that it would have caused a problem, then I wouldn't have done it and I am being honest, but he said it was okay, because it's not like I was a CDF officer or I was- – he said something else to me, I am not quite certain, I don't want to get myself in trouble by not paraphrasing him correctly. ”¹⁶⁰*

Mr. Russell, during the course of the said hearing also advised the OCG of the specific works which were to be performed in relation to the contract which was awarded, he was, however, unable to recall the value of the contract and cheque which was made payable to him:

¹⁶⁰ Transcript of Hearing involving Mr. Ezekiel Russell which was dated January 5, 2016. Pgs. 11-21.



“Chairman: And the water extension, what exactly was that?

A: Pipe laying, they did some pipe laying, they dug channel, I think they had built a chlorinator house, pretty much that.

Chairman: You remember how much money you were paid?

A: No, sir.

Chairman: The CDF office, you are familiar with the lady, Mrs. Moveta Munroe, you are familiar with that name, Moveta Munroe?

A: Yes, I am.

Chairman: She has given us a spread sheet in terms of capital work, CDF programme under the constituency South East Water System trucking and budget vired from water system trucking as OPM letter dated April 21st, 2011, and it says that you were paid on the 8th of December 2011.

A: Me?

Chairman: Going to show you in a minute, a hundred and fourteen thousand eight



hundred dollars (\$114,800.00) Just take it around to him, you are not aware of a 2011 contract that you were given? (Document shown to witness by lawyer)

A: *I – no.*

Chairman: *You smile. You are not aware of that payment?*

A: ***I am not sure of the amount that, I know I had received the payment on behalf of the persons who worked at the time but that, this...***

Chairman: ***Do you know the persons who worked at that time, on whose behalf you were collecting the money?***

A: *Yes, I know some of the persons.*

Chairman: *And you agree with me that if there is a statutory payment it means that you had to supply certain documentation, did you supply any documentation when you were collecting on behalf of the person like TRN, drivers licence, did not submit anything?*

A: *Yes, for that one but I cannot, I really...*



Chairman: For that one, but this one, you don't know anything about this?

A: I don't know if it was the same one, I maybe incorrect with the date, but 2011...

Chairman: This one said for trucking though you know, that's why I read out to you, it says for trucking?

A: I don't, I don't have a truck.

Chairman: No, I am just saying what the CDF officer said the money was there, what it was being utilized for.

A: Can I, I would have to double check with this, because I...

Chairman: You still have access to the office, you still have access to the constituency office, how would you check?

A: No, no, but I would have to find some way to check, I would have to call and ask the Parish Council or something because I...''¹⁶¹

Notwithstanding the fact that Mr. Russell indicated that he had “*never been awarded a contract per se*” and that the cheque which was made payable in lieu of the contract was to “*...facilitate the payment of*

¹⁶¹ Transcript of Hearing which was dated January 5, 2016, involving Mr. Ezekiel Russell pgs. 22-25.



some workers”, Mr. Russell also disclosed to the OCG that he did perform works in respect of the contract. The following representations are instructive:

“Chairman: So you actually did work in this thing?”

A: Sorry?

Chairman: You actually it did work on this project?

A: If I did work?

Chairman: That was the question.

A: Before we received funds for the -- well those allocations, I gave free laborer, yes, it was a community project. This thing says that for labour it was a hundred and twelve thousand five hundred and four (\$112,504.00) and a statutory payment of two thousand two hundred and ninety six (\$2,296.00) in total a hundred and fourteen thousand eight hundred (\$114,800.00)...”¹⁶²

Mr. Russell also stated that he had not discussed the award of the mentioned contract or the circumstances surrounding same with his then employer, Member of Parliament, Ms. Lisa Hanna.

¹⁶² Transcript of Hearing involving Mr. Ezekiel Russell which was dated January 5, 2016 pg. 26-27.



Chairman: “It’s funny you said that, because I pause here. Where we started and I showed you the contract for \$114,000, the Honorable Minister said she was shocked, she did not know that you got any contract, she was here two weeks ago, she said she did not know, in terms of that one I showed you under CDF, the vired funds for trucking, she said she did not know. Because just going back now to you saying that, anything that occurred, she ought to have known or Miss Smith has known, where we started with that matter, the Minister said she does not know anything about you getting any contract there. So what it means, Mr. Russell, is that the best way for me to say this, somebody not speaking the truth. Take you back to the first document where we started, the CDF document, that too, are you saying that the Minister knew that too?”

A: Well, you never asked me if the Minister knew that.

Chairman: I am asking you now.

A: Okay. I don’t remember having a discussion with her on that.



Chairman: And I think that's what you said earlier too, that is why I am taking you back there, you said that actually.

A: Yes, but I don't remember having any discussion with her on it."¹⁶³

The representations which were made by Ms. Andrea Smith were conveyed to Mrs. Lydia Richards during her appearance before the Contractor General on June 1, 2017. The following responses are instructive:

Q: Now, she had - In her words she basically said we must ask you about the Pedro Water Extension project, because that one is where Mr. Ezekiel Russell got two.

...

His name is - two contracts are in his name for the Pedro Water Extension project.

A: And she say to ask me?

...

But I don't know a thing about it.

*Q: **Because what Miss Smith was saying is that she was just playing and administrative role there in respect of all of that so she is not privy to the persons selected on that project, and it was spearheaded by***

¹⁶³ Transcript of Hearing, involving Mr. Ezekiel Russell which was dated January 5, 2017 pgs. 41-42



Councillor Lydia-

A: **But that is not true. That's absolutely not true! I have no idea how much money they got. Is only by the way I heard that they got it from Jamaica National. But I don't even think that is finished up to now.**

Q: What about Mr. Kadeon Grant, him get work too under the—

A: But I can't speak to that either.

Q: Because he just came in here and he is saying as far as he knows, you recommend him for that.

A: **...but I don't know nothing... I cannot speak to it, because - I have no idea how much money it was, I have no idea what was done; nothing at all...**¹⁶⁴

¹⁶⁴ Transcript of Hearing which was dated June 1, 2017, involving Ms. Lydia Richards Pages 198-199



The Award of Contracts to Person Affiliated and/or Associated with the People's National Party and Related to Ms. Andrea Smith

The recommendation for the award of a contract by a public officer to close family members such as ones mother and/or aunt constitutes a form of nepotism which the **Black's Law Dictionary** Ninth Edition defines simply as the “*bestowal of official favors on one's relatives, esp. in hiring*”.

Notwithstanding the identified relationship between Ms. Andrea Smith and Ms. Beverly Sinclair, the letter of December 18, 2013, which was written on the letterhead of the Member of Parliament and attached at Appendix 4 was signed by Ms. Andrea Smith on behalf on the Member of Parliament, Ms. Lisa Hanna. Similarly, despite the identified relationship between Ms. Andrea Smith and Mrs. Ivy Clarke-Robinson, the letter dated December 10, 2014 was prepared on the letterhead of the Member of Parliament, South East, St. Ann and signed by Ms. Lisa Hanna. In both instances, the referenced letters were utilized by the St. Ann Municipal Corporation as the basis and justification for the award of the contracts.

Importantly, Ms. Hanna, during the course of a hearing which was dated November 24, 2015 advised the OCG of the authority of Ms. Andrea Smith to sign letters on her behalf:

“CHAIRMAN: *Miss Andrea Smith has advised, in my words, that she has authority because we had shown her a number of letters, which I am going to show to you in a minute, where she has your authority to sign to advise the Superintendent of Works, ultimately the Parish Council, that group payments are to be made.*

A: **As the CDF Officer, the CDF documentation and the like, yes, she would have authority to sign in terms of her work as the CDF officer because the CDF officer works very closely with the**



implementing agencies; the Parish Council, the SDC, et cetera. Persons have to ask for my permission to sign on my behalf.”¹⁶⁵ (OCG Emphasis)

Based upon the evidence submitted by the individuals identified below, the OCG has constructed the following table which identifies the admitted associations and affiliation of the contractors engaged by the St. Ann Municipal Corporation on the recommendation and/or instructions of the Member of Parliament, South East St. Ann:

Rec.	Name of Contractor	Association/ affiliation to the People’s National Party	Date of Contract Award	Contract Value
1	Joan McDonald	Vice Chairman, Constituency Executive Committee	December 6, 2013	\$414,900.00
2	Roderick Riley	Cluster Manager, Group Member, Organizer.	December 8, 2014, December 6, 2013, August 14, 2012, December 12, 2012, December 3, 2012, March 27, 2013,	\$2,001,919.00. ¹⁶⁶

¹⁶⁵ Transcript of hearing, involving Ms. Lisa Hanna which was dated November 24, 2015, Pg. 5.

¹⁶⁶ Cumulative Value of contracts awarded to Mr. Riley.



Rec.	Name of Contractor	Association/ affiliation to the People's National Party	Date of Contract Award	Contract Value
			March 18, 2014, September 11, 2014, May 13, 2013, July 31, 2013, March 10, 2014, September 26, 2013, September 20, 2013, September 12, 2012.	
3	Lydia Morris	Cluster Member, Group Member, Constituency Executive Committee Member	October 2, 2013, December 12, 2013, November 29, 2012, December 12, 2012, December 5, 2013,	\$1,189,900.00 ¹⁶⁷

¹⁶⁷ Cumulative value of contracts awarded to Ms. Lydia Morris.



Rec.	Name of Contractor	Association/ affiliation to the People's National Party	Date of Contract Award	Contract Value
4	Paulette Grant	PNP Delegate	December 6, 2013	\$480,000.00
5	Sandra Garrick	PNP YO Representative	December 3, 2012, October 9, 2013, December 8, 2014	\$1,035,000.00 ¹⁶⁸
6	Vernon Williams	Group Member, Office Manager, South East St. Ann	December 6, 2013	\$399,990.00
7	Elsie Fullerton	Delegate/ Area Leader	December 9, 2014	\$400,000.00
8	Ivy Clarke-Robinson	PNP Group Member	December 8, 2014	\$475,000.00
9	Nicolette Keene	South East St. Ann Constituency Secretary and Constituency Executive Committee Member	December 9, 2014	\$475,000.00
10	Bethan Gayle	PNP Group Member, Political Organizer	December 10, 2013	\$375,000.00
11	Ezekiel Russell	Former Administrative Assistant to then Minister of Youth and Culture; Former Constituency Secretary	November 22, 2011	\$114,800.00

¹⁶⁸ Cumulative Value of contracts awarded to Sandra Garrick.



Rec.	Name of Contractor	Association/ affiliation to the People's National Party	Date of Contract Award	Contract Value
12	Clovis Gohagen	Constituency Executive Committee Member	December 6, 2013	\$300,000.00

During the course of the OCG's investigation Ms. Andrea Smith, by way of her response of August 4, 2015, outlined the role of the Constituency Executive Committee's function(s) in the following manner: "...to manage and oversee the affairs of the constituency". Further, Ms. Andrea Smith, on February 12, 2016 provided the OCG with a list comprising of the members of the South East, St. Ann Constituency Executive for the period 2011- 2016. The following was stated on the referenced document:

"South East Constituency Executive Members: (2015-2016)

*Cde Lisa Hanna – MP/Chairman
 Cde Lois A. Steir – Constituency Secretary
 Cde Beryl Spence – Treasurer
 Cde Joan McDonald – Vice Chairman
 Cde Clovis Gohagen – Vice Chairman
 Cde Everton Robinson – Vice Chairman
 Cde Claudia Green – Vice Chairman
 Cde Lloyd Garrick – Councillor – Moneague
 Cde Richard Lake – NEC
 Cde Ian Bell/NEC – Councillor – Beecher Town
 Cde Lydia Richards – Councillor – Bensonton
 Cde Lambert Weir – Councillor – Claremont
 Cde Andrea Smith - CDF Consultant – Elected
 Cde Thelma Johill – REC – Electoral Matters
 Cde Nicolette Keene – Elected
 Cde Patricia Clarke – Elected
 Cde Lydia Morris – Elected
 Cde Winston Riley – Elected
 Cde Judith Freebourne – Elected
 Cde Mark Perkins – Co-opted
 Cde Wayne Simpson – Co-opted
 Cde Omar Brady – Co-opted*

South East Constituency Executive Members: (2014-2015)



Cde Lisa Hanna – MP/Chairman
Cde Thelma Johill – Vice Chairman/REC – Electoral Matters
Cde Lloyd Garrick – Vice Chairman - Councillor – Moneague
Cde Lambert Weir – Vice Chairman - Councillor – Claremont
Cde Joan McDonald – Vice Chairman
Cde Lois A. Steir – Constituency Secretary
Cde Ian Bell – NEC/Councillor – Beecher Town
Cde Andrea Smith - CDF Consultant
Cde Lydia Richards – Councillor – Bensonton
Cde Claudia Green – Elected
Cde Richard Lake – NEC
Cde Vernon Williams – Elected
Cde Simone Carter – Williams – Elected
Cde Clovis Gohagen – Elected
Cde Denzil McDonald – Elected

South East Constituency Executive Members: (2013-2014)

Cde Lisa Hanna – MP/Chairman
Cde Ezekiel Russell - Constituency Secretary
Cde Thelma Johill – Vice Chairman/REC – Electoral Matters
Cde Claudia Green – Vice Chairman
Cde Mark Perkins – Vice Chairman
Cde Joan McDonald – Vice Chairman
Cde Lloyd Garrick – Councillor – Moneague
Cde Lambert Weir – Councillor – Claremont
Cde Ian Bell – NEC/Councillor – Beecher Town
Cde Andrea Smith – CDF Consultant
Cde Lydia Richards – Councillor – Bensonton
Cde Vinette Robb-Oddman – Councillor – Calderwood
Cde Vernon Williams – Co-opted
Cde Clovis Gohagen – Co-opted
Cde Lois A. Steir – Co-opted

South East Constituency Executive Members: (2012-2013)

Cde Lisa Hanna – MP/Chairman
Cde Ezekiel Russell - Constituency Secretary
Cde Thelma Johill – Vice Chairman/REC – Electoral Matters
Cde Mark Perkins – Vice Chairman
Cde Claudia Green – Vice Chairman
Cde Joan McDonald – Vice Chairman
Cde Lloyd Garrick – Councillor – Moneague



Cde Lambert Weir – Councillor – Claremont
Cde Ian Bell – NEC/Councillor – Beecher Town
Cde Andrea Smith – CDF Consultant
Cde Lydia Richards – Councillor – Bensonton
Cde Richard Lake – Co-opted
Cde Clovis Gohagen – Co-opted
Cde Kadian Harty – Co-opted
Cde Alfred Hoilett – Co-opted

South East Constituency Executive Members: (2011-2012)

<i>Position</i>	<i>Names</i>
<i>Chairman</i>	<i>Cde Lisa Hanna, MP</i>
<i>Vice Chair</i>	<i>Cde Mark Perkins</i>
<i>Vice Chair</i>	<i>Cde Joan McDonald</i>
<i>Vice Chair</i>	<i>Cde Garth Stephens</i>
<i>Vice Chair</i>	<i>Cde Delton Walker</i>
<i>Constituency Secretary</i>	<i>Cde Ezekiel Russell</i>
<i>Councillor – Beecher Town</i>	<i>Cde Ian Bell</i>
<i>Councillor – Bensonton</i>	<i>Cde Lydia Richards</i>
<i>Councillor – Claremont</i>	<i>Cde Lambert Weir</i>
<i>Councillor – Moneague</i>	<i>Cde Lloyd Garrick</i>
<u><i>Co-Opted</i></u>	
<i>Cde Richard Lake</i>	
<i>Cde Sophia Wilmot</i>	
<i>Cde Denzel McDonald</i>	



Cde Owen Grant	
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Based upon the above submission, the OCG notes, with particular interest, that “Cde Patricia Clarke” was elected to the South East, St. Ann Constituency Executive for the period 2015-2016. Instructively, the OCG sought, without success, to summon, for the purpose of its investigation, one “Patricia Clarke” to whom a contract was awarded by the St. Ann Municipal Corporation, in the amount of \$360,000.00, upon the recommendation of the Member of Parliament, Ms. Lisa Hanna.

Additionally, the OCG has observed that a contract was awarded by the St. Ann Municipal Corporation to one ‘Delton Walker’ in the amount of \$380,000.00. Instructively, and based upon the above stated document retrieved from Ms. Andrea Smith, one “Delton Walker” served as a member of the South East Constituency Executive for the period 2011-2012, in the capacity of “Vice Chair”.

Having regard to the foregoing, the OCG highlights the following representations which were made by Ms. Hanna in respect of certain questions which were posed by the Contractor General concerning the basis for the selection of identified persons:

“Q: Let me put it another way. Have any persons who are aligned to the Jamaica Labour Party been awarded contracts under the Southeast St Ann Constituency office?”

A: I have given people who are part of the JLP, who are known JLP activists work that goes on in the constituency.

Q: Between 2012, 2013 and 2014?

A: I can't remember, there are a lot of persons.

Q: That's why I put it that way because if there are persons who have been given other than along political lines.



A: *Yes, there are persons who are supporters of both ways, who I make sure get some work. I believe I am MP for all, not for one side or the other side. It's one thing when you are doing a political campaign, but it's another thing when you win.*

Q: *My understanding is that the persons here who have been selected are persons who are of the same party and not persons from an opposing party. That is my understanding so that's why I was asking if persons have been selected who are from an opposing party.*

A: *No, I have given people work, sir, from the other party and people from the other party come to my Constituency Office and they are assisted.*

Q: *But specifically for the CDF Programme and the programmes that we have been looking at, have persons who are Jamaica Labour Party...*

A: *I wouldn't declare their political leaning in this instance but I would say that for the persons that I would look at on LH1, for instance, they more support what I believe is the better party in the country, which is the PNP.*

Q: *Thank you.*¹⁶⁹

Ms. Hanna further stated the following:

A: ***But, Mr Harrison, that's not the reason why people like Babbeth or others that are assumed to be of PNP leaning or not get the***

¹⁶⁹ Transcript of Hearing involving Ms. Lisa Hanna, which was dated May 30, 2016. Pgs. 26-27



work, it's really because over the years they have proved to be trustworthy in a situation where you don't have upheavals in a community and the people know them and trust them and the people can go to them house and call them all hours of the night.

Christmas work is not an easy work to administer and it takes people with a great deal of patience, especially if they know you collect it, they are going to come to your house for their money. Or if they think you have stolen it, have not turned over what is rightfully theirs, it can create a big problem. So you really need persons who people know, who people trust. And also I would believe humble people. So if you look at also their lives as a situation, I was making a recommendation for somebody, it is not somebody who – let me phrase that differently. If I saw somebody who after a while was living in a one bedroom house and then by June of the following year not having any substantial income, would have added two other rooms, etc, I would, unless they are able to show me how they were able to do it, not having had substantial income, then that perhaps might be a value system where I would say how? But for most of the persons who have been recommended, they were



trustworthy persons within the Constituency and I haven't had anything said otherwise when their names are forwarded as recommendations.”¹⁷⁰

Notwithstanding the foregoing, it is the OCG’s finding that of the nineteen (19) names listed on letters dated December 17, 2013, December 18, 2013 and December 10, 2014,¹⁷¹ which resulted in the award of contracts by the St. Ann Municipal Corporation twelve (12) are associated and/or affiliated with the People’s National Party. The extent of the affiliation and association are as detailed in the table represented above.

Having regard to the responsibilities of the St. Ann Municipal Corporation for the implementation of government contracts and in this regard, CDF funded projects, the OCG questioned whether the Corporation had established mechanism which served as a verification process for the persons who are recommended for the award of contracts within this specific threshold. The following responses were provided by Mr. Alfred Graham, former Secretary Manager, St. Ann Municipal Corporation:

“[OCG Officer]:

Do you have a due diligence process, do you issue any instructions, or is there anything written that would indicate to the Works Department that a vetting process or due diligence process must be undertaken on the names that are issued for payment of a contract to be entered into?

A:

What would be the purpose of the due diligence, because the Roads and

¹⁷⁰ Transcript of Hearing involving Ms. Lisa Hanna, which was dated May 30, 2016. Pgs. 28-29

¹⁷¹ Refer to Appendices 3, 4, and 5.



Works Department has responsibility to ensure that work is done and we get value for money, work is done to satisfaction. So it doesn't matter whether its John or Tom who does the work, once the work is done and you are referring to these small contracts.

[OCG Officer]: So you are saying it doesn't matter who the persons are?

A: We don't have any system in place to check any connections; no, we have never looked at that.

[OCG Officer]: So if the person is under the age of eighteen, et cetera, you still wouldn't know who these people are.

A: But then remember, the officers should be interfacing with the persons who they are contracting – that's the point I am making. They should be interfacing with these individuals and show them that they are going to clean from mile post ten to mile post eleven, and our price on it is a thousand dollars. Then he goes back and ensures that that one mile or one kilometer is done based on the agreement, then he completes this



*contract to say the work has been
done to my satisfaction and he submits
it up to the higher level.”¹⁷²*

Based upon the above table which outlines the affiliation and associations of the mentioned contractors with the People’s National Party, the OCG deems it prudent to underscore the concepts of ‘favouritism’ and ‘cronyism’. Cronyism is defined as “...*the practice of giving jobs and other advantages to friends, especially in politics.*”¹⁷³ It has also been defined as “*the appointment of friends and associates to positions of authority, without proper regard to their qualifications.*”¹⁷⁴ Transparency International also defines cronyism as “...*a form of favouritism whereby someone in public office exploits his or her power and authority to provide a job or favour to a family member (nepotism), friend or associate (cronyism), even though he or she may not be qualified or deserving*”¹⁷⁵ Favouritism is defined as a “*preference or selection, usu. invidious, based on factors other than merit.*”¹⁷⁶

The OCG is cognizant of the fact that cronyism is not a statutory offence under Jamaican law or a specific common law offence. However, as the instant case surrounds concerns of cronyism and favouritism in the selection and recommendation of contractors by the Office of the Member of Parliament, South East, St. Ann, one could argue that it gives rise to consideration of the applicability of the offence of misconduct in public office. Interestingly, there are several unethical acts which arguably fall within the scope of the offence of misconduct in public office. As outlined in the Encyclopedia of Public Administration and Public Policy, “*a number of integrity violations and forms of public misconduct can be distinguished: corruption including bribing, nepotism, cronyism and patronage...*”¹⁷⁷

¹⁷² Transcript of Hearing involving Mr. Alfred Graham which was dated June 1, 2017 Pgs. 32-33.

¹⁷³ Macmillan Dictionary, accessed on November 9, 2017. Accessed at:

<http://www.macmillandictionary.com/dictionary/british/cronyism>

¹⁷⁴ Oxford Dictionaries, accessed on November 9, 2017. Accessed at: <https://en.oxforddictionaries.com/definition/cronyism>

¹⁷⁵ Transparency International, 2016, CORRUPTION LAWS A non-lawyers’ guide to laws and offences in the UK relating to corrupt behaviour

¹⁷⁶ Black’s Law Dictionary. 9th Edition. 2006.

¹⁷⁷ Jack Rabin (2003, .ed.), Encyclopedia of Public Administration and Public Policy, Volume One.



In relation to the common law offence of misconduct in public office, there are certain elements which should be established as outlined in the case of *Attorney General's Reference No 3 of 2003*¹⁷⁸. The offence is committed when: (1) a public officer acting as such, (2) wilfully neglects to perform his duty and/or wilfully misconducts himself, (3) to such a degree as to amount to an abuse of the public's trust in the office holder, (4) without reasonable excuse or justification.

Having regard to the foregoing discourse, the question which must be asked is whether the act of recommending the award of award of contracts to persons affiliated with one's political party or organization constitutes cronyism and/or favouritism and whether same amounts to misconduct in public office.

The OCG further highlights that 'willful neglect' is also a form of misconduct in public office as was highlighted in the case of *R v Dytham*¹⁷⁹. In this case a police officer was held to have been correctly convicted when he made no move to intervene during a disturbance in which a man was kicked to death. Additionally, as noted in the mentioned case, the test is a subjective one and the public officer must be aware that his/her behaviour is capable of being misconduct.

'Ethical Principles Governing the Conduct of Members of Government'

MINISTRY PAPER No. 19 / 2002 entitled "**CONDUCT OF MINISTERS**", establishes several principles by which "...all Members of the Government are expected to adhere" and which should "govern the activities of Members of the Government in their day-to-day business." These principles include:

"Selflessness: *Holders of public Office should take decisions solely in terms of the public interest. **It is an offence to do so***

¹⁷⁸ [2004] EWCA Crim 868

¹⁷⁹ [1979] QB 722



in order to gain financial or other material benefits for themselves, their families and friends.

Integrity: *Holders of public office not place themselves under a financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.*

Objectivity: *In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office, should make choices on merit.*

...

Honesty: *Holder of public office have a duty to declare any private interests relating to their public duties and take steps to resolve any conflicts arising in a way that protects the public interest.*

...

MINISTERS OF GOVERNMENT

1. Ministers of Government are expected to behave according to the highest standards of constitutional and personal conduct in the performance of their duties. In particular, they must observe the following principles of Ministerial conduct:

i. Ministers must uphold the principle of collective responsibility;



ii. *Ministers are accountable to Parliament for the policies and operations of their Ministries, Departments and Agencies.*

iii. *It is of paramount importance that Ministers give accurate and truthful information to Parliament, correcting any inadvertent error at the earliest opportunity. Ministers who knowingly mislead Parliament will be expected to offer their resignation to the Prime Minister;*

iv. *Ministers should be as open as possible with Parliament and the public, refusing to provide information only when disclosure would not be in the public interest;*

v. *Similarly, Ministers should require civil servants who provide information before Parliamentary Committees, to provide accurate, truthful and full information;*

vi. **Ministers must ensure that no conflict arises, or appears to arise, between their public duties and their private interests;**

vii. *Ministers should avoid accepting any gift, hospitality, or services which might, or might reasonably appear to, compromise their judgement or place them under an improper obligation;*

The following notes detail the arrangements for the conduct of affairs of Ministers. They are intended to give guidance by listing the principles, which may apply. They apply to all Members of Government;

The notes should be read against the background of a duty of Ministers to comply with the law, including international law



and treaty obligations, and to uphold the administration of justice, the general obligations listed above.

Ministers must also, of course, adhere at all times to the requirements of Parliament and protect the integrity of public life,¹⁸⁰

The OCG also notes that Section 4.2 of the GoJ Handbook of Public Sector Procurement Procedures detail the requirements in respect of issues of conflict of interest and unethical conduct. Section 4.2 states as follows:

“All personnel involved in the procurement process are expected to observe the GoJ Code of Conduct for Civil Servants outlined in the Staff Orders. They are expected to be free from interests or relationships that are actually or potentially detrimental to the best interests of the Government, and shall not engage or participate in any transaction involving a company, its affiliates, divisions or subsidiaries, in which they have even minor interests.”
(OCG Emphasis)

Further, Section 4.2.1 states as follows: —

“Any GoJ employee involved in the procurement process, who has entered into, or is about to enter into a financial or other business relationship that might involve a conflict of interest must immediately inform their supervisors in writing of the circumstances involved. This information is to

¹⁸⁰ **MINISTRY PAPER No. 19/2002, CONDUCT OF MINISTERS.** Pages 1-4.



be reviewed at an appropriate level and a decision taken as to whether there is a conflict of interest, and if so, what course of action is to be adopted. It is the duty of all staff and any other Public Officer and officials directly or indirectly involved in the procurement process – especially in the preparation of bidding documents; evaluation; contract negotiations; contract management; and payments – to declare any potential conflicts of interest. A conflict of interest will arise when the individual has a direct or indirect relationship with a contractor, which may affect or might reasonably be deemed by others, to affect impartiality on any matter related to his/her duties.” (OCG Emphasis)



Allegations Concerning the Paving of the Prickly Pole Primary and Infant School

The OCG by way of a letter which was dated June 8, 2015 was made aware of allegations concerning the purported paving of the school yard of the Prickly Pole Primary and Infant School, which is located in the South East, St. Ann constituency. The following allegations were stated in the referenced letter:

“This is to inform you that no work has been done at the Prickly Pole Primary School for the past ten years and more, except for a play area built by some people from Canada for the Infant Dept. The school yard need to Pave, we asked the Local Authorities but nothing is [being] done¹⁸¹.”

The aforementioned letter was addressed to Miss Lydia Richards, Councillor, Bensonton Division, South East St. Ann, by Mr. Neville Hall, Vice Chairman, Prickly Pole Primary and Infant School, and was provided to the OCG in furtherance of a statement which was provided by Ms. Richards to the OCG on June 12, 2015. The OCG also received further allegations concerning the subject matter by way of an email correspondence which was dated August 25, 2015 and which was received from Mr. Denzil McDonald. The email was supported by photographs which were appended to the correspondence as well as the follow remarks:

“This is the school that they said pavement was done supposedly costing almost three million dollars based on their own documentation. I am going to send you the documents.”¹⁸²

The photographs which were appended to the referenced email are represented overleaf.

¹⁸¹ Letter dated June 8, 2015 from Mr. Neville Hall, Vice Chairman, Prickly Pole Primary and Infant School, addressed to Miss Lydia Richards, Councillor, Bensonton Division, South East, St. Ann Constituency.

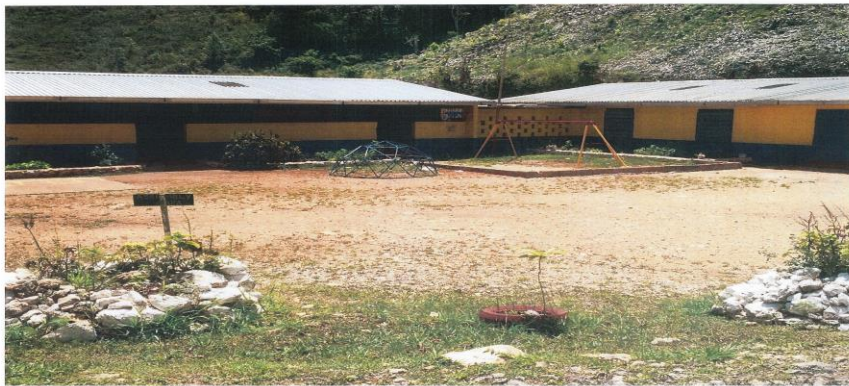
¹⁸² Email correspondence with attachments dated August 25, 2015 from Mr. Denzel McDonald and addressed to the OCG.



Photograph 1



Photograph 2



Photograph 3





Whereas the OCG cannot independently verify the authenticity of the photographs, as represented above, the images appear to portray the unpaved area surrounding a structure with a visible play area adjacent to the edifice.

The OCG also took note of a media article which was dated September 21, 2015, which expressed further allegations concerning the Prickly Pole Primary and Infant School. The article indicated, *inter alia*, the following:

“A press advisory from Vinette Robb, Chairman of Prickly Pole Primary and Infant School, on Monday said the school wants to also address the “misleading and reckless” statements by Minister of Youth and Culture Lisa Hanna following the student’s death, and what they say was her blaming the child’s death on a planned political protest in her South East St Ann constituency.

...

Following the child’s death, Hanna issued a statement sending a strong message to parents, school officials and community leaders “to shy away from practices that infringe the rights of our children or interfere with their overall wellbeing and also expose them to moral danger, which are both offences under the Child Care and Protection Act (CCPA)”.

...

“There was a planned protest in the constituency by parents, teachers and residents, protesting claims made by Minister Lisa Hanna that monies to the tune of nearly \$3



million were spent on paving the schoolyard at Prickly Pole Primary and Infant School –work that was never done,” the media advisory stated.

...

According to the Robb, the money was a joint venture between the Tourism Enhancement Fund and the National Solid Waste Agency as part of a \$4 million Christmas work programme in the Benstotan [sic] Division in South East St. Ann”¹⁸³. (OCG Emphasis)

Further, a Media Article which was dated September 25, 2015, informed of, *inter alia*, the Member of Parliament, Ms. Lisa Hanna’s statement on the alleged ‘paving works’ at the Prickly Pole Primary and Infant School as follows:

“1. The allegations are baseless. It is important that the procedure for the recommendations of contracts is outlined to avoid unnecessary misunderstanding.

2. ...

It is the implementing agencies (e.g. The Parish Council, National Works Agency or The National Solid Waste Management Authority) that award contracts and ensures that work is properly done so payments can be made by them. No constituency office or executive collects any funds to make payments under any contract.

In this instance, the Prickly pole paving was among several projects recommended by a former executive

¹⁸³ Extract from Media Article dated September 21, 2015 – “ School Board accuses Hanna of using 11-y-o’s death as smokescreen”.



member Mr. Ezekiel Russell in December 2013. Mr. Ezekiel Russell circulated his recommendation to Councillor Lydia Richards on December 3, 2013 in a document entitled 'Christmas Programme for the Bensonton Division'.

The proposed Prickly Pole paving project was not approved by the constituency executive and funds were never sought from any agency nor allocated for any such Prickly Pole Paving Project. Accordingly, there was no paving work done and no "missing funds" to explain.

The public should be aware that the South East St Ann Constituency Executive has held over 15 executive meetings since December 2013 and none of these allegations or any questions on the matter have ever been raised.”¹⁸⁴

It further noted, *inter alia*, that:

“Thwaites revoked Vinette Robb-Oddman's appointment after it emerged that she helped to organise a protest in Claremont last Friday which included students from the school...

But the protest drew national attention after the death of 11-year-old Prickly Pole Primary student Akella Lewis, who was initially reported as being a part of the protest.

¹⁸⁴ Extract from Media Article dated September 25, 2015 – “<http://www.jamaicaobserver.com/news/No--missing-funds--to-explain-in-Prickly-Pole-paving-project---Hanna>”



...

...the entire affair surrounding Prickly Pole Primary stinks of political corruption and can only serve to prejudice the school as an institution and the wider community.

“Separate and apart from the contractor general's investigation, the prime minister should recognise the glaring conflict of interests in this matter, restrict her ministers from further actions, and launch an independent investigation into the whole sordid affair,”¹⁸⁵ ...

“Member of Parliament for St. Ann South Eastern, Lisa Hanna, has spoken publicly for the first time regarding claims by some members of her constituency about the allocation of three million dollars to pave the grounds of the Prickly Pole Primary School. She says the project was never approved for execution, and no money was spent.”¹⁸⁶(OCG Emphasis)

Having regard to the foregoing and considering the immense public interest, the OCG took a decision to subsume this matter within the scope of its captioned investigation involving, *inter alia*, the Office of the Member of Parliament, South East, St. Ann. In this regard and during the course of a hearing, involving Ms. Lydia Richards, Councillor, Bensonton Division, South East, St. Ann, which was convened on September 28, 2015, the following representations were made:

“Q: We are looking into a matter which came into some prominence in the news recently, and it is in respect of allegation of work that was done at the

¹⁸⁵ Extract from Media Article dated September 25, 2017 – “<http://www.jamaicaobserver.com/news/Thwaites-gets-support--scolding-over-Prickly-Pole-events>”

¹⁸⁶ Extract from Media Article dated September 24, 2015 – “<http://www.rjrnewsonline.com/local/lisa-hanna-no-money-allocated-for-prickly-pole-nothing-to-answer-for>”



Prickly Pole school. We are looking into that allegation in terms of the contention that moneys were expended there and we would like to ask some questions in that regard.

To your personal knowledge are you aware of any sums that you have been expended to fix the Prickly Pole primary school?

A: Based on documents that I have seen, although there is not a figure to it, the documents suggest that work should have been done there.

Q: Now the documents that you have seen, how did you obtain those documents?

A: I got one at the conference on August 21, 2014.

Q: Which conference is this?

A: The conference of the South-east St Ann Constituency. The other one I got at a meeting in the Bensonton division. The one I got at the meeting came after the one at the Constituency conference.

Q: Tell us which one you got first, what is the heading?

A: It is headed South-east St Ann Report, August 21, 2014 (Special Projects).

Q: Now that document that you got in 2014 at the conference, were people handing it out, how you got it?



A: *This is the report from the Treasurer – the Treasurer’s Report that was given out. There was another document but for the life of me I can’t find it, but there was another document.*

Q: *Who was the treasurer at the time?*

A: *Andrea Smith.*

Q: *She was treasurer of the Executive Committee?*

A: *Yes.*

Q: *So she handed out this document?*

A: *And she is also the CDF Officer in the constituency.*

Q: *Your document there – I am going to ask you to allow me to copy this. I have a copy from elsewhere but I still just want to copy yours.*

A: *But I am almost sure I had brought a copy here before.*

Q: *That may be so, but what I am doing....*

A: *... taking whatever I bring now.*

Q: *Right, and I am going to hand it back to you in a minute. Now at that meeting when that was handed out by Miss Smith she was giving it to all persons present at the meeting?*

A: *Yes.*



Q: And to your understanding this was being handed out not as projections but actually what has been done?

A: Yes.

Q: And after this was handed out – was it a Treasurer's Report or it was before the Member of Parliament spoke, what was happening?

A: It was given out before the Member of Parliament spoke. So when I saw the document I questioned my Division and I didn't get – what I was told is that – - because on another document, you know, there was something that spoke to rodent control, and I questioned her and she said she was not the one who did the project.

Q: So you questioned who?

A: Miss Smith.

Q: You questioned her during the course of the meeting or outside the meeting?

A: Right, when I saw the paper I called her over and I questioned her and she said to me she was not the one who did the project, it was Russell.

Q: That is Ezekiel Russell.

A: Right. And I said to her, you cannot tell me that because if I get up from Duhaney Park – because I was the Principal at Duhaney Park up until the end



of July – I say if I get up from Duhaney Park and leave here now, nobody can come to my house and ask me anything, they must collect everything from me before I leave. Just like that.

Q: So let us just clear it up: Miss Andrea Smith as Treasurer at the meeting handed out this report to speak to things that had been done, and they were reporting to the meeting what had been done.

A: Yes

Q: Now at that meeting did the Minister herself speak to any of these things, or it was just being handed out?

A: I really don't remember, because she spoke a number of things, things that had been done but I really can't say definitely that she spoke to all of these here.

Q: Now Miss Hanna has issued a Press Release over the weekend, and in the Press Release she suggested – this is the Press Release dated September 24, 2015 – she suggested among other things in the Press Release, the last paragraph:

'The Public should be aware that the South- east Constituency Executive has held over fifteen executive meetings since December 3, 2013, and none of these allegations or any questions on the matter have ever been raised. All Councillors are members of the Executive.' Just have a look at it –



(Document shown to witness) – that very last paragraph

A: I can't speak to the number of Executive meetings but this was raised – no, not this one, I raised the one with Bamboo Pond because the Bamboo Pond I have from 2003, but I never raised this at Executive with her; no.

Q: So other than speaking to Miss Andrea Smith about it at the meeting it was not raised otherwise, the Bensonton expenditure of \$4 million?

A: Yes, I spoke to – when we were at the meeting in Bensonton, I have been talking to them about this over time. I have not – - let me, in terms of this, the Prickly Pole, I never raised the Prickly Pole at the Executive because I never had the Prickly Pole until I saw this document.

Q: Just for emphasis, you are talking about the first one which we looked at?

A: Yes.

Q: So what document is the second document?

A: This is the Detailed Program of Work – TEF/NSWMA.

Q: This is the second document – I am going to eventually mark each afterwards. The second



document, where did you get the second one, what I would call LR 2?

A: When I asked about this one, the first one, then they brought this one to substantiate the \$4 million from this one.

Q: Was that brought at the same Bensonton Division meeting?

A: That is where it was brought. This one was from the Constituency conference; this one came at Bensonton at a meeting to substantiate the spending of this one.

Q: Who was present at that meeting, the Bensonton meeting, when the second document was presented?

A: The Member of Parliament was there; Mr. Russell presented, Ann was there – all the person who work in her office were there, which is, the secretary and another young lady, Nicolette, she was there.

Q: So this was being presented now to support...

A: ... \$4 million from here.

Q: **But this document, you will agree, doesn't show anything at all.**

A: **Yes, it shows other things up the top but it does not show any spending for the steps at the basic school and the Prickly Pole school front. However, there is a document from the Prickly Pole basic school to the tune of \$43,000, I know that that was spent**



because I called to ask to get it done. So that I know that that was spent because I got the documents from the Principal.

Q: At the Bensonton Division meeting where the second document was handed out, were questions asked then and was any explanation given in terms of the Prickly Pole and the pavement?

A: No, because at that meeting there was really a shouting match, it was a shouting match and persons – I just – what I think though is that the people just took it that it was accounted for, that the \$4 million was accounted for. It is subsequent to our leaving the meeting that we tallied things and then I pointed out this to the Chairman of the school; I asked her if she is aware that that was done and she said no, it was not done. I also asked the Vice Chairman....

Q: Sorry, the Chairman at the time was?

A: Vinette Robb. I asked the Vice Chair first, Neville Hall, I asked him first and he said no, no work was done there. After that I asked Vinette Robb and she said no work was done there.

Q: Let me just pause for a minute; what we call the first document, is the practice at the meetings when these documents are handed out that they would be signed 'Treasurer' or signed Ezekiel Russell or it is just given out like that?



A: *We never normally get, you know, really and truly, its because I asked – probable quarreled, that we should get a treasurer’s report the year before, so they brought this in 2014.*

Q: *So based on a meeting of members of the Executive Committee it is your understanding that there should be a file somewhere that says ‘Treasurer’s file’ – there should be documentation.*

A: *Of course there should be a file that says how the money is being spent. As a matter of fact I have been asking about the moneys in the Division, and so I was told that there was a file in the office that I could take a look at. When I went to the office there was one little file jacket like that with everything, with all the divisions in the one file. So I asked: are you saying to me that everybody own in this? And they say yes, and I said, but I can’t look at that. So I did not look at it’’¹⁸⁷*

Mrs. Judith White-Brown, Principal, Prickly Pole Primary and Infant School, advised the OCG of the state of the school yard as well as the circumstances surrounding the construction which was stated to have undertaken on the school’s premises. The following representations were made in this regard:

“Q: *You have been Principal of the Prickly Pole primary school for how long?*

A: *Five months now.*

¹⁸⁷ Transcript of hearing held on September 28, 2015 involving Miss Lydia Richards. Pages 3-9.



Q: In terms of that assignment, are you aware of the – what is in the public domain, that work was done to pave the school, particularly construction pavement of the Prickly Pole school front. You are aware that that is being said in the media.

A: I am aware of that, sir.

Q: What is the state of the school front at this time?

A: The state of the school front is the same as it was many, many years ago when I started working there – ten years ago.

Q: So you were a teacher also?

A: I was teaching there before I assumed the position of Principal¹⁸⁸

...

Q: Now Madam Principal, we were being told last week about material being deposited at the school compound. Can you tell me a little about that?

A: The Ministry of Education through the Building Officer, Mr. Delroy Clarke, they have a contract to improve on the infant department. So the material that is rumoured about on the school compound is really in fact – was actually placed there to build on the infant department because they are fencing the

¹⁸⁸ Transcript of hearing held on September 28, 2015 involving Mrs. Judith White Brown. Pages 33-34.



play area and they are tiling the infant department, and they are working on the kitchen as well.

Q: Are you Principal of that infant division too?

A: Yes, I am.

Q: But that is not the primary school, you say, that's the infant.

A: Well, the school is actual Prickly Pole Primary and Infant.

Q: So that work is also not something that – that is not from the Member of Parliament, its straight from the Ministry of Education.

A: From the Ministry of Education.

Q: Is that something that is ongoing, because that material was deposited last Friday; is that something that is ongoing?

A: I would not say ...

Q: Or they just stated [sic]?

A: They just started. It is actually a contract, they were supposed to start during the summer holidays but the contractor got delayed, so it really just started. It's a one off thing that will end soon, we hope.

Q: Who is that contractor?



A: *Mr Delroy Clarke, he is the Building Officer, Mr Williamson is the contractor – do I know his first name? Not so sure.*

Q: *And that Williams is somebody from the St Ann Constituency?*

A: *No, he's not from St Ann, he's from St. Catherine.*

Q: *In terms of that project, you or your bursar –you have a bursar at your school?*

A: *No.*

Q: *You are the accountable officer and everything?*

A: *Yes, but for this particular contract there is no funding coming through the school, it goes directly to the contractor, I imagine..*

Q: *What role, if any, do you play in terms of this project, as Principal, in terms of the know-how?*

A: *I imagine that I am there to make sure that – because I received a document, I don't have it right now, but I did receive a document of what is supposed to be done, so I imagine that I would be one of those persons to ensure that whatever is set on the document is actually what is done.*

Q: *And that was sent to you by the Ministry of Education?*

A: *Yes, it was.*



Q: ...

I think by now you may be aware that it is being said that moneys were expended, not just work was done but moneys were expended for work to be done. I think it would be fair to say that you don't know about that part, in terms of that money part, in terms of money being sent through the office of the Member of Parliament, whether it is above or outside of your pay grade, that is not something that is to your knowledge.

A: *I don't know anything about that*¹⁸⁹.

During the course of a hearing which was convened by the OCG on September 28, 2015 involving Mr. Neville Hall, Vice Chairman, Prickly Pole Primary and Infant School, the OCG probed the contents of the referenced letter which was authored by him and which had challenged the commencement of the paving of the school yard. The following, *inter alia*, was stated:

"Q: ... Now Mr Hall, I have a copy of a letter here that you wrote (letter shown to Mr Hall), a letter you wrote to Miss Lydia Richards, Councillor of the Bensonton Division, dated 8th June, 2015:

"This is to inform you that no work has been done at the Prickley Pole Primary School for the past ten years and more except for a play area built by some people from Canada for the Infant Department. The school yard need to pave, we asked the local authority but nothing is being done. (Sgd.) Neville Hall, Vice Chairman ..."

¹⁸⁹ Transcript of hearing held on September 28, 2015 involving Mrs. Judith White-Brown. Pages 36-39.



You wrote this letter, sir?

A: *Yes.*

Q: *And that is your name at the end there.*

A: *Yes, sir.*

Q: *In terms of it being said that work was done, to your mind that would be untrue.*

A: *Yes, no work is being done there.*

Q: *And the Board is not aware of any work that is being done there at all?*

A: *No, no.*¹⁹⁰

By way of a hearing which was convened on September 28, 2015, the OCG required that Mrs. Vinette Robb-Oddman, Chairman, Prickly Pole Primary and Infant School, respond to the subject allegations concerning Prickly Pole Primary and Infant School. Mrs. Robb- Oddman stated, *inter alia*, the following:

Q: *...The reason for inviting you here is particularly as indicated, to give evidence in respect of allegations of the execution of works as regards the paving of the Prickly Pole Primary School. Since you have been Chairman of the – up to the time when you were Chairman of the School Board, to include the two terms, has there ever been any work done in respect of paving of the Prickly Pole Primary School from the Constituency office of the Member of Parliament?*

¹⁹⁰ Transcript of hearing held on September 28, 2015 involving Mr. Neville Hall. Pages 35-36.



A: *Not to my knowledge.*

Q: *Are you in any way also affiliated with the Constituency – not constituency - the party machinery, are you in any way affiliated to that?*

A: *I am a Councillor.*

Q: *And you are Councillor for what division?*

A: *Calderwood; it was in South-east St Ann firstly when Mr. Mullings was there and then when the cut came along I was moved to South-west St Ann. So I am still living in South-east St Ann.*

...

A: *Alright, let me honest with you – remember I swore to tell you the truth. The truth is, its not my Division so I would not be privy to some of the funds that were being spent in Councillor Lydia Richards' division, and I haven't gone to the Executive for a few times, but what is happening – because sometimes I have Executive to go to in the Alexandria Division, South-west, and sometimes there, so I kinda just take myself out of their Executive and then I was actually taken off.*

But the truth is, when we found out, when Councillor Richards pointed out to us – and that was only a few months ago, that she was wondering if we were the persons or who was the person who got the funding for doing the paving because it is on her – \$4 million



spending in the Division, that the schoolyard supposedly had been paved. I told her no.

So as the Chair – and it goes on. We start to ask her, she kept questioning the Member of Parliament and we keep getting back answers through her.

Q: When is it that it first came to your attention that this document existed specifically – that a document existed which shows work done in parts of Bensonton Division and there was a line item for Prickly Pole but no amount of money spent.

A: I can't remember it if was some time in May, June, but sometime ..

Q: Of 2015?

A: Yes, that's when I actually saw the document, and that's when she – we questioned it and she questioned the Minister asking where is this funding.

Q: I know that you, some time last week – don't quote me, and you can stop me and correct me – commented in respect of the fact that – let me just get the actual thing. I found it interesting that in the Member of Parliament's press release she says this – and it's a document entitled Christmas Program for the Bensonton Division, but I am not seeing that document. She has in quotation, 'Christmas Program for the Bensonton Division' but even the document here that Miss Richards has said was given out, this



document here that is entitled – is it the same document that you have there?

A: Yes, this is it, and it is saying: ‘Detailed Program of work – TEF/NSWMA.

Q: The point in [sic] am making is that she refers to a document entitled ‘Christmas Program for Bensonton Division’; I am not seeing that at all.

A: Well, to be honest with you, I have no other document except this that I got from Miss Richards.”¹⁹¹

Ms. Lisa Hanna, Member of Parliament, South East, St. Ann, during her appearance before the Contractor General on December 10, 2015, responded to questions which were posed by the Contractor General, relating to the subject matter:

“MR. DIRK HARRISON: ...

Now, December, 2013, and please, correct me if I am misstating a fact. In December 2013, there was a Constituency meeting in your Constituency where, Mr. -- let me be careful, either both Miss Smith and Mr. Russell handed out a document to the persons present, advising of some expenditure at Prickly Pole Primary and Junior High. It says, "Details Programme of

¹⁹¹ Transcript of hearing held on September 28, 2015 involving Mrs. Vinette Robb-Oddman. Page 48-55.



work/TEF/NSWMA."

(Minister shown document)

MINISTER LISA HANNA: Yes, sir.

MR. DIRK HARRISON: Have you seen this document before?

MINISTER LISA HANNA: I have. I have and this document has been circulated by the three Councillors and it has been cause for road blocks and all kinds of different things.

MR. DIRK HARRISON: Well, Miss Smith has put it in these words, well, my words, that this is a document prepared by your Constituency Office.

MINISTER LISA HANNA: This document was prepared, but it was not a formal document. It was not acted upon. So, even the, the pavement of the Prickly Pole School front is not something that was ever agreed to be done. Originally, this document was sent to Councillor Lydia Richards, and I think, she didn't realize that it would have been a preliminary document for



discussion, because someone had made the recommendation for the pavement of the Prickly Pole School front, but basically, that would have been millions of dollars to do and feeling was that, there could have been more done and there was a lot of Constituency work that was necessary to be done. So, that project for the pavement for the Prickly Pole School was never approved. So, there was never any submission to any agency for the pavement of Prickly Pole School.

MR. DIRK HARRISON: The allegations is that you have stated that, in fact, work was done and 4 million dollars was expended.

MINISTER LISA HANNA: No, sir. Whoever is making the allegation is completely wrong.

MR. DIRK HARRISON: The further allegation is specifically, is that you have publicly stated that, in fact, 4 million-dollars was expected in the Prickly Pole Primary



and Junior High.

MINISTER LISA HANNA: Somebody came to this Committee and said or somebody heard we me publicly say that.

...

MR. DIRK HARRISON: And more particularly, it is 4 million-dollars being spent in the Benstonton Division and more particularly, as I indicated, as it relates to the Prickly Pole Primary and Junior High.

...

MINISTER LISA HANNA: Short answer to your question is, no. I made no public statement about 4 million dollars being spent in the Benstonton Division.

...

MR. DIRK HARRISON: ... "Yes, 4 million was spent in a number of areas not in terms of TDBCO [sic]?"

MINISTER LISA HANNA: Not only in Benstonton, it's just a matter of language.

MR. DIRK HARRISON: Meaning what?

MINISTER LISA HANNA: Meaning that it was spent in a number of areas, not only in Benstonton.



MR. DIRK HARRISON: Okay, not only in Benstonton was the 4 million spent?

MINISTER LISA HANNA: No, man, the 4 million was spent in the entire Constituency, not only in Benstonton. Because remember the Tourist road going up to 9-mile. 9-mile is in Benstonton, so typically the Tourist Road starts from down by Higgins Town, well certainly South East St. Ann Bay, coming all the way up and sometimes through Beecher Town going all the way up to 9 Miles. So, when TDPCO gives monies for projects, you have to follow that Tourist Route, so it wasn't only spent in Benstonton.

MR. DIRK HARRISON: Okay, so the question now is, 4 million dollars was spent on a number of areas in terms of TDPCO, not only in Benstonton, how much was spent in Benstonton?

MINISTER LISA HANNA: I don't remember, sir.

MR. DIRK HARRISON: And what work was done?



Because, you will agree that Prickly Pole Primary and Junior High is in the Benstonton Division.

MINISTER LISA HANNA: Yes, sir.

MR. DIRK HARRISON: So, the question specifically, is an understanding of this statement, what works are you referring to were undertaking to Benstonton Division?

MINISTER LISA HANNA: It would largely be bushing work and beautification.

MR. DIRK HARRISON: I am going to ask you to make a note of that, because, I think we would agree that that is something that is not at your fingertips. I ask you to make a note of that in your notebook, in terms of providing me with that.

Look at this document here, South East St. Ann Report, August 20th...

MINISTER LISA HANNA: This document?

MR. DIRK HARRISON: It's a document that was generated by the South East St. Ann Constituency Office, your Constituency Office, which indicates that 4 million dollars



was spent.

MINISTER LISA HANNA: Who was it prepared by?

MR. DIRK HARRISON: Are you, are you...?

MINISTER LISA HANNA: I am not aware of this document.

MR. DIRK HARRISON: First you are seeing that document?

MINISTER LISA HANNA: Yes, sir.

MR. DIRK HARRISON: Thank you. Do you want to look at it again?

...

MR. DIRK HARRISON: It is not presently an exhibit. You say it is the first time that you have seen it, are you aware that that document was given out at one of your Constituency meetings? Well, if you haven't seen it, I suppose, let me answer it for you. Today is first time you are seeing it?

MINISTER LISA HANNA: (Nods)

MR. DIRK HARRISON: I am just saying that it was given out at one of your Constituency meetings.

MINISTER LISA HANNA: Who said that?

MR. DIRK HARRISON: Remember you said you haven't seen it before, first you are seeing it now?



...

MR. DIRK HARRISON: *The reports that are generated in the past for your Constituency meetings, this is not the format that it takes?*

MINISTER LISA HANNA: *No, sir.*

MR. DIRK HARRISON: *The document which has the title South East St. Ann Report August 21st, 2014 Special Projects, it has a list of columns, agencies, amount and it has what appears to be the division, it has Moneague, Claremont, Benstonton, Beecher Town and then it has below it, 'upcoming projects'. The reports that -- can you ascertain for me, from your records and add to your list of things I am requiring, I would like to see the South East St. Ann report dated for August 21st, 2014. You would have copies of all reports that has been issued by the Constituency Office?*

...

MR. DIRK HARRISON: *And it refers to an entry under TEF. The implementing agency*



is the TEF. Let us consider this, for this to be generated, this document, this information, it has to be somebody who is either in the Constituency Office, or I don't know -- if the Parish Council is the right place because the Parish Council may not implement all of these, but all the information contained here would be in the Constituency office, which speaks to the agencies which, Local Government NWA, TEF, Ministry of Agriculture, Ministry of Local Government, Vector Programme.

MINISTER LISA HANNA: I was trying to read the handwriting at the bottom to try help and determine how, where it was generated, because, not only does that look like a draft document, but, the person who was clearly looking at it went after the TEF, which was the 4 million and I can specifically say to you, that 4 million-dollars was



*not spent only in the
Benstonton Division.*

...

MR. DIRK HARRISON: The document that had been shown to you earlier, which says Detailed Programme of Work TEF, NSWMA, which was Exhibit 10. Have any of these projects been completed?

MINISTER LISA HANNA: Sir, what I was saying to you originally, is, I would have to go back through my situation because this document here, once it has the Prickly Pole thing on it and the construction of the Fowler Town step, I will have to go through. I know the construction of the Fowler Town step was done and that was for \$42,000.00.

MR. DIRK HARRISON: You realize for those line items there is no figure there?

MINISTER LISA HANNA: Precisely, but I do know I never submitted a project or a programme for the pavement of the Prickly Pole School. ”¹⁹²

¹⁹² Transcript of Hearing which was dated December 10, 2015, involving Ms. Lisa Hanna. Pages 129-150.



Having regard to the aforementioned representations, the OCG considered it prudent to conduct checks with the various implementing agencies to, *inter alia*, ascertain their awareness of the commencement of any works at the Prickly Pole Primary and Infant School. In this regard, the OCG on September 22, 2015 dispatched requisitions/questions to the following Public Officials/Officers:

- a. Mr. Clyde Harrison, Executive Director, Tourism Enhancement Fund;
- b. Mr. Alfred Graham, former, Secretary Manager, St. Ann Parish Council;
- c. Mr. Everton G. Hunter, Chief Executive Officer, National Works Agency; and
- d. Colonel Daniel Pryce, former Executive Director, National Solid Waste Management Authority (NSWMA).

The Requisitions/Questions which were utilized by the OCG included specific questions that were designed to elucidate critical information from the respondents on the matters which were being investigated. The questions posed were, *inter alia*, as follows:

“What is the extent of your knowledge of the allegations concerning the execution of works in respect of the paving of the ‘Prickly Pole Primary School’? Please provide a comprehensive statement to this question and provide documentary evidence, where possible, to substantiate your assertions/ responses. Your statement should also include:

- (a) Particulars of the allegations as known to you;*
- (b) The exact physical address of the referenced property;*
- (c) The date upon which you became aware of the allegation;*
- (d) The circumstances under which you became aware of the aforementioned allegations;*
- (e) Any action(s) taken by you upon becoming aware of the referenced allegation.*



Please state whether you are aware of the award of a contract and/or the execution of any works at the Prickly Pole Primary School relating to the paving of the school premises. Your response should include:

- (a) The date(s) on which the contract was awarded and/or the works executed;*
- (b) The date on which the works commenced;*
- (c) In the event that's works have not yet commenced, kindly provide a rationale for same;*
- (d) The names of the contractor and/or contracting entity;*
- (e) Please provide a copy of the project plan and/or the project implementation documents; and*
- (f) Please provide a copy of the contract document*

*Please provide documentary evidence, where possible, to substantiate your responses and assertions.*¹⁹³

Mr. Graham, in his response of September 23, 2015 to the OCG's requisition indicated, *inter alia*, the following:

- 1. a. **"My only knowledge of the allegation is that published in the Daily Gleaner of September 22, 2015.**
- b. *The property is located in the Prickley Pole District of the Bensonton Division of the St. Ann Parish Council. This is in the South East Constituency.*

¹⁹³ OCG requisition dated September 22, 2015 which was addressed to Mr. Everton G. Hunter, Chief Executive Officer, National Works Agency, Colonel Daniel Pryce, Executive Director, National Solid Waste Management Authority, Mr. Clyde Harrison, Executive Director, Tourism Enhancement Fund and Mr. Alfred Graham, former, Secretary Manager, St Ann Parish Council.



- c. *I became aware of the allegations on Tuesday, September 22, 2015.*
- d. *I became aware of the allegations when I received a telephone call on the matter from a representative of the Office of the Contractor General.*
- e. *The representative from the Office of the Contractor General requested that I arrange to take photographs of the site; hence, I contacted a member of my technical staff and arranged for this to be done. I also requested the Acting Director of Finance of the Council to provide any information within the Council on the financing of the alleged project.*
2. ***I am not aware of the award of any contract and/or the execution of any works at the Prickly Pole Primary School relating to the paving of the school premises.***

(a)– (f) Not applicable... ”¹⁹⁴ (OCG Emphasis)

Mr. Hunter, in his response of September 23, 2015 to the OCG’s requisition dated September 22, 2015, stated, *inter alia*, as follows:

1. ***“I have no knowledge***
2. ***I am not aware***”...¹⁹⁵

Mr. Harrison, in his response of September 24, 2015, responded in the following manner:

“Please be advised that the Tourism Enhancement Fund (TEF) does not have the captioned project on its book and

¹⁹⁴ Mr. Alfred Graham’s September 23, 2015 response to the OCG’s requisition dated September 22, 2015.

¹⁹⁵ Mr. Hunter September 23, 2015 response to the OCG’s requisition dated September 22, 2015.



as such is not in a position to furnish the Office of The Contractor General with requested information.¹⁹⁶ (OCG Emphasis)

Colonel Pryce, in his response of September 25, 2015 to the OCG's requisition dated September 22, 2015 indicated, *inter alia*, the following:

1. *"I had no knowledge of this allegation as I became the Interim Executive Director on May 1, 2015. I became aware of this matter upon receipt of your email dated September 22, 2015.*

Upon receipt of the email, I enquired of my Executive Assistant and the Parks Manager of the Parks Department that is charged with the responsibility of beautification and special projects implementation resulting in the information that I am now forwarding.

2. **The National Solid Waste Management Authority is not aware of any contract or executed any works at the 'Prickly Pole Primary School...**¹⁹⁷ (OCG Emphasis)

¹⁹⁶ Mr. Harrison's September 24, 2015 response to the OCG's requisition dated September 22, 2015.

¹⁹⁷ Colonel Pryce's September 25, 2015 response to the OCG's requisition dated September 22, 2015.



Contracts Awarded by the National Solid Waste Management Authority (NSWMA) in relation to the JEEP Programme in the South East St. Ann Constituency

Of import and further to Colonel, Daniel Pryce's aforementioned response, the following representations relating to the award of contracts by the NSWMA relevant to the JEEP programme were provided:

"...Based on records held in the Authority, the National Solid Waste Management Authority was approached by way of letter dated November 19, 2013 from the Ministry of Transport and Works (Jeep Secretariat) regarding the implementation of works on behalf of the Members of Parliament. Twelve (12) constituencies were cited inclusive of South East. St Ann. The cost earmarked for this project was \$4M. The funds to implement these projects were provided by the Tourism Enhancement Fund...

The works undertaken by the Authority on behalf of S.E. St. Ann entailed bushing and clearing of embankments, silt removal and white washing of walls. This can be seen in the attached Bill of Quantities.

The bushing and removal of debris from the selected areas commenced on November 13, 2013 and were completed on December 3, 2013. The white washing works commenced on December 6, 2013 and were completed on December 12, 2013.

The selected workforce to carry out the works within the constituency was:

- **Lydia Morris**
- **Joan McDonald**



- **Shello Smith**
- **Wayne Simpson**
- **Claudette Boreland**
- **Winston Riley**
- **Ivy Robinson**
- **Owen Grant**
- **Evadney Wollaston** (OCG Emphasis)

Copy of the workforce submission, reports, purchases orders, invoices, cheques and contracts are attached... ”¹⁹⁸

Having regard to contracts which were awarded by the NSWMA for the JEEP Programme, the OCG further noted a copy of a letter dated November 19, 2013 from Mr. Lucille Brodber, then Project Director, Ministry of Transport Works and Housing - Jamaica Emergency Employment Programme (JEEP) addressed to Miss Jennifer Edwards, then Executive Director, NSWMA.

The content of the referenced letter is, hereunder, outlined:

“Re: Projects funded by the Tourism Enhancement Fund

The caption refers. Please be advised that the Member of Parliament for South West Clarendon, the Hon. Noel Arscott has indicated his desire to have his project implemented by the National Solid Waste Management Authority... ”¹⁹⁹

In addition to the referenced letter, the OCG is in possession of a copy of a spreadsheet which was sent by Mr. Ezekiel Russell, then Special Assistant to the Minister of Youth & Culture, Ministry of Youth & Culture to Mrs. Powell, which outlined the list of contractors and the specified amounts relating to the JEEP Programme.

¹⁹⁸ Colonel Daniel Pryce’s September 24, 2015 response to the OCG’s requisition dated September 22, 2015.

¹⁹⁹ Copy of a letter directed to Miss Jennifer Edwards, NSWMA on November 19, 2013, by Mr. Lucille Brodber, then Project Director, Ministry of Transport Works and Housing - Jamaica Emergency Employment Programme (JEEP)



The referenced spreadsheet outlined, *inter alia*, as follows:

“Mrs. Powell,

I am in receipt of your email. My apologies for the late reply.

Please see the list of Contractors below and specified amounts. Also, I am aware of the concept behind the JEEP and note your comment.²⁰⁰

<i>CONTRACTOR</i>	<i>TRN</i>	<i>AMOUNT</i>	<i>DESCRIPTION</i>
<i>Lydia Morris</i>	[withheld for security purposes]	<i>\$500,000.00</i>	<i>Bushing</i>
<i>Joan McDonald</i>	[withheld for security purposes]	<i>\$500,000.00</i>	<i>Bushing</i>
<i>Shello Smith</i>	[withheld for security purposes]	<i>\$500,000.00</i>	<i>Bushing</i>
<i>Wayne Simpson</i>	[withheld for security purposes]	<i>\$500,000.00</i>	<i>Bushing</i>
<i>Claudette Boreland</i>	[withheld for security purposes]	<i>\$500,000.00</i>	<i>Bushing</i>
<i>Winston Riley</i>	[withheld for security purposes]	<i>\$320,000.00</i>	<i>Bushing</i>
<i>Ivy Robinson</i>	[withheld for security purposes]	<i>\$200,000.00</i>	<i>White washing Walls</i>

²⁰⁰ Spreadsheet addressed to Mrs. Powell from Mr. Ezekiel Russell, then Special Assistant to the Minister of Youth & Culture, Ministry of Youth & Culture



<i>CONTRACTOR</i>	<i>TRN</i>	<i>AMOUNT</i>	<i>DESCRIPTION</i>
<i>Owen Grant</i>		<i>\$350,000.00</i>	<i>Clearing of Side Verges/Drains</i>
<i>Evadney Wollaston</i>	[withheld for security purposes]	<i>\$430,000.00</i>	<i>Bushing</i>

It is instructive to highlight, at this juncture that at least five (5) of the contractors represented above as being selected for the award of a contract in respect of the referenced programme are the subject of the OCG's investigation as it relates to allegations of corruption and impropriety involving the South East St. Ann Constituency Office and the St. Ann Municipal Corporation.

The OCG undertook a review of the individual contracts which were entered into between the NSWMA and the mentioned contractors for “*Cut and Clean Up Activities*” and which were provided by Colonel Pryce. In this regard, the OCG has outlined, hereunder, the key particulars of the contracts:

Contract Awarded to Wayne Simpson

The OCG noted that the agreement which was signed on December 4, 2013, detailed, *inter alia*, the following clauses:

“Clause 1.1 – GENERAL OBLIGATIONS:

a. The contractor shall exercise reasonable skill, care and diligence in the performance of the works described below:

Description of works:

a) Bushing of roadways and verges from 7 Mile to 9 Mile



b) *Carting away debris resulting from (a) above from the roadway and verges to an approved NSWMA disposal site.*

b. *The contractor shall also:*

- a) *Liaise with NSWMA's representatives and keep the representatives informed about the contractor's progress;*
- b) *Supervise the execution of the works by persons employed by or under the control of the contractor;*
- c) *Prepare site reports and minutes regarding the execution of the works and provide appropriate status reports to the NSWMA as required;*
- d) *Provide all the resources, including but not limited to personnel, required to perform the works.*

Clause 1.3 – SUB-CONTRACTING:

The Contractor shall not transfer or assign this contract or subcontract any of the works herein.²⁰¹ (OCG Emphasis)

It was further noted that the amount of \$500,000.00 was made payable to Mr. Wayne Simpson seven (7) days after the works had been completed. The contract further noted, *inter alia* that:

“...provided that the works have been inspected and duly certified as completed by a representative from the NSWMA and a representative from the National Works Agency

²⁰¹ Copy of execution of contract JSESTA004 between National Solid Waste Management Authority and Wayne Simpson.



(NWA) and the contractor has submitted an invoice for the works executed.”²⁰²

The OCG observed that the contract was duly signed by Ms. Jennifer Edwards, then Executive Director, NSWMA, and Mr. Wayne Simpson and witnessed in the presence of Mr. Ezekiel Russell.

The OCG further noted a copy of a Validation Report and Payment Details for the ‘JEEP Project December 2013’ from the Bank of Nova Scotia dated February 25, 2014 which indicated the payment amount of \$500,000.00 to Wayne Simpson.²⁰³

Contract Awarded to Claudette Boreland

The OCG reviewed a copy of the contract for the execution of “Cut and Clean Up Activities” between the NSWMA and the selected contractor, Claudette Boreland. It was noted that the agreement was signed on December 4, 2013, and outlined under Clause 1.1 the following obligations of the contractor:

“Clause 1.1 – GENERAL OBLIGATIONS:

a) The contractor shall exercise reasonable skill, care and diligence in the performance of the works described below:

Description of works:

- a) Bushing of roadways and verges from 7 Mile to 9 Mile*
- b) Carting away debris resulting from (a) above from the roadway and verges to an approved NSWMA disposal site.*

²⁰² Copy of execution of contract JSESTA004 between National Solid Waste Management Authority and Wayne Simpson, Clause 3.1 – Payments.

²⁰³ Validation Report and Payment Details for the ‘JEEP Project December 2013’ from the Bank of Nova Scotia dated February 25, 2014



- b) *The contractor shall also:*
- a) *Liaise with NSWMA's representatives and keep the representatives informed about the contractor's progress;*
 - b) *Supervise the execution of the works by persons employed by or under the control of the contractor;*
 - c) *Prepare site reports and minutes regarding the execution of the works and provide appropriate status reports to the NSWMA as required;*
 - d) *Provide all the resources, including but not limited to personnel, required to perform the works.*

Clause 1.3 – SUB-CONTRACTING:

The Contractor shall not transfer or assign this contract or subcontract any of the work herein.²⁰⁴ (OCG Emphasis)

It was further noted that the amount of \$500,000.00 was made payable to Claudette Boreland seven (7) days after the works had been completed. The contract further noted, *inter alia* that:

*“...provided that the works have been inspected and duly certified as completed by a representative from the NSWMA and a representative from the National Works Agency (NWA) and the contractor has submitted an invoice for the works executed...”*²⁰⁵

²⁰⁴ Copy of execution of contract JSESTA005 between National Solid Waste Management Authority and Claudette Boreland

²⁰⁵ Copy of execution of contract JSESTA005 between National Solid Waste Management Authority and Claudette Boreland.



The OCG observed that the contract was duly signed by Ms. Jennifer Edwards, then Executive Director, NSWMA, and by the contractor, Claudette Boreland, as well as witnessed in the presence of Mr. Ezekiel Russell.

The OCG observed a copy of a Purchase/Service Order No.13815, P. Reqn. No – 24019, dated December 12, 2013 from the NSWMA to Ms. Claudette Boreland in the sum of \$500,000.00, which stated, *inter alia*, as follows:

*“Bushing and carting away of debris from 5 Mile to 7 Mile
(Part of Control Section Bonneville – Ballentoy) in St. Ann
under the TEF/NSWMA Christmas Program.”²⁰⁶*

The OCG’s review indicated that the Purchase/Service Order was prepared and was stamped confirming that the goods were received in satisfactory order and that the work was satisfactorily completed. A copy of the cheque requisition voucher dated December 19, 2013 further indicated that the amount of \$500,000.00 was approved for payment by the NSWMA Accounts Department on December 20, 2013²⁰⁷.

Contract Awarded to Lydia Morris

The OCG reviewed a copy of the contract for the execution of ‘Cut and Clean Up Activities’ between the NSWMA and the selected contractor, Lydia Morris. The agreement which was signed on December 3, 2013, and outlined under Clause 1.1 the following obligations of the contractor:

“Clause 1.1 – GENERAL OBLIGATIONS:

a. The contractor shall exercise reasonable skill, care and diligence in the performance of the works described below:

Description of works:

*a) Bushing of roadways and verges from Alderton
Square to New Road*

²⁰⁶ Copy of Purchase/Service Order from the National Solid Waste Management Authority to Claudette Boreland

²⁰⁷ Copy of cheque requisition voucher dated December 19, 2013 from NSWMA to Claudette Boreland



b) *Carting away debris resulting from (a) above from the roadway and verges to an approved NSWMA disposal site.*

b. *The contractor shall also:*

- a) *Liaise with NSWMA's representatives and keep the representatives informed about the contractor's progress;*
- b) *Supervise the execution of the works by persons employed by or under the control of the contractor;*
- c) *Prepare site reports and minutes regarding the execution of the works and provide appropriate status reports to the NSWMA as required;*
- d) *Provide all the resources, including but not limited to personnel, required to perform the works.*

Clause 1.3 – SUB-CONTRACTING:

The Contractor shall not transfer or assign this contract or subcontract any of the work herein.²⁰⁸ (OCG Emphasis)

The contract indicated that the amount of \$500,000.00 was made payable to Lydia Morris seven (7) days after the works has been completed. The contract further noted, *inter alia* that:

“...provided that the works have been inspected and duly certified as completed by a representative from the NSWMA and a representative from the National Works Agency

²⁰⁸ Copy of execution of contract JSESTA001 between National Solid Waste Management Authority and Lydia Morris



*(NWA) and the contractor has submitted an invoice for the works executed.*²⁰⁹

The OCG also observed that the contract was duly signed by Ms. Jennifer Edwards, then Executive Director, NSWMA, the contractor, Ms. Lydia Morris and further witnessed in the presence of Mr. Ezekiel Russell.

The Purchase/Service Order No. 13811, P.Reqn. No – 20415, which was dated December 12, 2013 from the National Solid Waste Management Authority to Lydia Morris in the sum of \$500,000.00 stated, *inter alia*, as follows:

*“Bushings and carting away of debris from Alderton Square to New Road on the left side of verge in St. Ann under the TPDCO/NSWMA Christmas Maintenance Program”*²¹⁰

The Purchase/Service Order indicated that the goods were received in satisfactory order and work was satisfactorily completed and duly signed by the Head of Department. A copy of the Remittance Advice, with reference No. A1017964, which was dated December 20, 2013, indicated that the sum of \$500,000.00 was paid to Lydia Morris.

Contract Awarded to Shello Smith

The contract which was awarded to Shello Smith was signed on December 4, 2013, and stated the following obligations of the Contractor:

“Clause 1.1 – General Obligations:

a. The contractor shall exercise reasonable skill, care and diligence in the performance of the works described below:

²⁰⁹ Copy of execution of contract JJESTA001 between National Solid Waste Management Authority and Lydia Morris

²¹⁰ Copy of Purchase/Service Order from the National Solid Waste Management Authority to Lydia Morris



Description of works:

- a) *Bushing of roadways and verges from New Road to 5 Mile*
- b) *Carting away debris resulting from (a) above from the roadway and verges to an approved NSWMA disposal site.*
- b. *The contractor shall also:*
 - a) *Liaise with NSWMA's representatives and keep the representatives informed about the contractor's progress;*
 - b) *Supervise the execution of the works by persons employed by or under the control of the contractor;*
 - c) *Prepare site reports and minutes regarding the execution of the works and provide appropriate status reports to the NSWMA as required;*
 - d) *Provide all the resources, including but not limited to personnel, required to perform the works.*

Clause 1.3 – SUB-CONTRACTING:

The Contractor shall not transfer or assign this contract or subcontract any of the work herein.²¹¹ (OCG Emphasis)

It was further noted that the amount of \$500,000.00 was made payable to Shello Smith seven (7) days after the works had been completed. The contract further noted, *inter alia* that:

²¹¹ Copy of execution of contract JJESTA003 between National Solid Waste Management Authority and Shello Smith



“...provided that the works have been inspected and duly certified as completed by a representative from the NSWMA and a representative from the National Works Agency (NWA) and the contractor has submitted an invoice for the works executed.”²¹²

The OCG observed that the contract was duly signed by Jennifer Edwards, then Executive Director, NSWMA, and Shello Smith in the presence of Mr. Ezekiel Russell.

A copy of a Purchase/Service Order No.13813, P.Reqn. No – 24017, which was dated December 12, 2013 and which was prepared by the NSWMA to Shello Smith in the sum of \$500,000.00 stated, *inter alia*, as follows:

“Bushing and carting away of debris from New Road to 5 Mile in St. Ann under the TEF/NSWMA Christmas Program”²¹³

There is no indication on the Purchase/Service Order that the goods were received in satisfactory order and works were satisfactorily completed. Notwithstanding, a copy of a Remittance Advice with reference No. A1017963, dated December 20, 2013 was observed, which indicated that the sum of \$500,000.00 was paid to Shello Smith.

Contract Award to Joan McDonald

The contract which was awarded to Joan McDonald was signed on December 4, 2013, and held the following clause as the obligations of the contractor:

“Clause 1.1 – GENERAL OBLIGATIONS:

²¹² Copy of execution of contract JJESTA003 between National Solid Waste Management Authority and Shello Smith

²¹³ Copy of Purchase/Service Order from the National Solid Waste Management Authority to Shello Smith



a. The contractor shall exercise reasonable skill, care and diligence in the performance of the works described below:

Description of works:

- a) Bushing of roadways and verges from New Road to 5 Mile*
- b) Carting away debris resulting from (a) above from the roadway and verges to an approved NSWMA disposal site.*

b. The contractor shall also:

- a) Liaise with NSWMA's representatives and keep the representatives informed about the contractor's progress;*
- b) Supervise the execution of the works by persons employed by or under the control of the contractor;*
- c) Prepare site reports and minutes regarding the execution of the works and provide appropriate status reports to the NSWMA as required;*
- d) Provide all the resources, including but not limited to personnel, required to perform the works.*

Clause 1.3 – SUB-CONTRACTING:

The Contractor shall not transfer or assign this contract or subcontract any of the work herein.²¹⁴ (OCG Emphasis)

²¹⁴ Copy of execution of contract JJESTA002 between National Solid Waste Management Authority and Joan McDonald.



The contract specified that the amount of \$500,000.00 was made payable to Joan McDonald seven (7) days after the works had been completed. The contract further noted, *inter alia* that:

“...provided that the works have been inspected and duly certified as completed by a representative from the NSWMA and a representative from the National Works Agency (NWA) and the contractor has submitted an invoice for the works executed.”²¹⁵

The contract was duly signed by Jennifer Edwards, then Executive Director, NSWMA, as well as by Joan McDonald in the presence of Mr. Ezekiel Russell. A copy of a Purchase/Service Order No. 13812, P.Reqn. No – 24016, dated December 12, 2013 from the National Solid Waste Management Authority to Joan McDonald which was in the sum of \$500,000.00 stated, *inter alia*, as follows:

“Bushing and carting away of debris from New Road to 5 Mile on the right side verge in St Ann under the TPDCO/ NSWMA Christmas Maintenance Program”²¹⁶

The Purchase/Service Order indicated that the goods were received in satisfactory order and that the work was satisfactorily completed. A copy of the cheque requisition voucher was observed indicating that the amount of \$500,000.00 was approved for payment by the NSWMA Accounts Department on December 20, 2013.²¹⁷

Contract Award to Owen Grant

The contract which was awarded to Mr. Grant was signed on December 3, 2013, and stipulated the following clause in respect of the obligations of the contractor:

“Clause 1.1 – GENERAL OBLIGATIONS:

²¹⁵ Copy of execution of contract JJESTA002 between National Solid Waste Management Authority and Joan McDonald, Clause 3.1 – Payments.

²¹⁶ Copy of Purchase/Service Order from the National Solid Waste Management Authority to Joan McDonald

²¹⁷ Copy of cheque requisition voucher dated December 19, 2013 from NSWMA to Joan McDonald



a. The contractor shall exercise reasonable skill, care and diligence in the performance of the works described below:

Description of works:

- a) White washing of wall from Sections of Green Park to Top Higgin Town*
- b) Carting away debris resulting from (a) above from the roadway and verges to an approved NSWMA disposal site.*

b. The contractor shall also:

- a) Liaise with NSWMA's representatives and keep the representatives informed about the contractor's progress;*
- b) Supervise the execution of the works by persons employed by or under the control of the contractor;*
- c) Prepare site reports and minutes regarding the execution of the works and provide appropriate status reports to the NSWMA as required;*
- d) Provide all the resources, including but not limited to personnel, required to perform the works.*

Clause 1.3 – SUB-CONTRACTING:

The Contractor shall not transfer or assign this contract or subcontract any of the work herein.²¹⁸ (OCG Emphasis)

It was further noted that the amount of \$350,000.00 was made payable to Owen Grant seven (7) days after the works have been completed. The contract further noted, *inter alia* that:

²¹⁸ Extract from execution of contract JSESTA008 between National Solid Waste Management Authority and Owen Grant



“...provided that the works have been inspected and duly certified as completed by a representative from the NSWMA and a representative from the National Works Agency (NWA) and the contractor has submitted an invoice for the works executed.”²¹⁹

It was further observed that the contract was signed by Ms. Jennifer Edwards, then Executive Director, NSWMA, and Mr. Owen Grant in the presence of Mr. Ezekiel Russell. The Purchase/Service Order No. 13818, P.Reqn. No – 24022, dated December 12, 2013 from the National Solid Waste Management Authority to Owen Grant in the sum of \$350,000.00 stated, *inter alia*, as follows:

“To undertake desilting of road ways and clearing of side drains from Green Park to Top Higgin Town in St. Ann under the TEF/NSWMA Christmas Maintenance Program”²²⁰

The Purchase/Service Order indicated that the goods were received in satisfactory order and that the work was satisfactorily completed. A copy of the Remittance Advice with reference No. A1017973 dated December 20, 2013 indicated that the sum of \$350,000.00 was paid to Owen Grant.

Contract Award to Evadney Wollaston

The contract which was awarded to Evadney Wollaston, was signed on December 3, 2013, and outlined the following specific clauses:

“Clause 1.1 – GENERAL OBLIGATIONS:

a. The contractor shall exercise reasonable skill, care and diligence in the performance of the works described below:

Description of works:

²¹⁹ Extract from execution of contract JSESTA008 between National Solid Waste Management Authority and Owen Grant

²²⁰ Copy of Purchase/Service Order from the National Solid Waste Management Authority to Owen Grant



- a) *Bushing of roadways and verges from Green Park to Higgin Town*
 - b) *Carting away debris resulting from (a) above from the roadway and verges to an approved NSWMA disposal site.*
- b. *The contractor shall also:*
- a) *Liaise with NSWMA's representatives and keep the representatives informed about the contractor's progress;*
 - b) *Supervise the execution of the works by persons employed by or under the control of the contractor;*
 - c) *Prepare site reports and minutes regarding the execution of the works and provide appropriate status reports to the NSWMA as required;*
 - d) *Provide all the resources, including but not limited to personnel, required to perform the works.*

Clause 1.3 – SUB-CONTRACTING:

The Contractor shall not transfer or assign this contract or subcontract any of the work herein.²²¹ (OCG Emphasis)

It was further noted that the amount of \$430,000.00 was made payable to Evadney Wollaston seven (7) days after the works have been completed. The contract further noted, *inter alia* that:

“...provided that the works have been inspected and duly certified as completed by a representative from the NSWMA

²²¹ Copy of execution of contract JJESTA009 between National Solid Waste Management Authority and Evadney Wollaston



and a representative from the National Works Agency (NWA) and the contractor has submitted an invoice for the works executed.”²²²

The contract was duly signed by Jennifer Edwards, then Executive Director, NSWMA, and Ms. Evadney Wollaston, in the presence of Mr. Ezekiel Russell. A copy of a Purchase/Service Order No. 13819, P.Reqn. No – 24023, dated December 12, 2013 from the National Solid Waste Management Authority to Evadney Wollaston in the sum of \$430,000.00 also stated, *inter alia*, as follows:

*“To undertake bushing work on both sides of road from Green Park to Top Higgin Town in St Ann under the TEF/NSWMA Christmas Program”*²²³

The Purchase/Service Order indicated that the goods were received in satisfactory order and that the work was satisfactorily completed. The Purchase/Service Order indicated that the amount of \$430,000.00 was approved for payment by the NSWMA Accounts Department on December 20, 2013.

Contract Awarded to Winston Riley

The contract which was awarded to Mr. Winston Riley was signed on December 4, 2013, stipulated the following clauses as it relates to the obligation of the contractor:

“Clause 1.1 – GENERAL OBLIGATIONS:

a. The contractor shall exercise reasonable skill, care and diligence in the performance of the works described below:

Description of works:

²²² Copy of execution of contract JJESTA009 between National Solid Waste Management Authority and Evadney Wollaston

²²³ Copy of Purchase/Service Order from the National Solid Waste Management Authority to Evadney Wollaston



- a) *Bushing of roadways and verges from Alderton Square to New Road*
- b) *Carting away debris resulting from (a) above from the roadway and verges to an approved NSWMA disposal site.*

b. The contractor shall also:

- a) *Liaise with NSWMA's representatives and keep the representatives informed about the contractor's progress;*
- b) *Supervise the execution of the works by persons employed by or under the control of the contractor;*
- c) *Prepare site reports and minutes regarding the execution of the works and provide appropriate status reports to the NSWMA as required;*
- d) *Provide all the resources, including but not limited to personnel, required to perform the works.*

Clause 1.3 – SUB-CONTRACTING:

The Contractor shall not transfer or assign this contract or subcontract any of the work herein.²²⁴ (OCG Emphasis)

It was further noted that the amount of \$320,000.00 was made payable to Winston Riley seven (7) days after the works have been completed. The contract further noted, *inter alia* that:

“...provided that the works have been inspected and duly certified as completed by a representative from the NSWMA

²²⁴ Copy of execution of contract JSESTA006 between National Solid Waste Management Authority and Winston Riley.



and a representative from the National Works Agency (NWA) and the contractor has submitted an invoice for the works executed.”²²⁵

The contract was signed by Ms. Jennifer Edwards, then Executive Director, NSWMA, and Mr. Winston Riley in the presence of Mr. Ezekiel Russell. The Purchase/Service Order No. 13816, P.Reqn. No – 24020, dated December 12, 2013 from the NSWMA to Winston Riley in the sum of \$320,000.00 stated, *inter alia*, as follows:

*“Bushing and carting away of debris from Alderton Square to New Road on the right side of verge in St. Ann under the TPDCO/NSWMA Christmas Maintenance Program”*²²⁶

The Purchase/Service Order indicated that the goods were received in satisfactory order and that the work was satisfactorily completed. The Purchase/Service Order indicated that the amount of \$320,000.00 was approved for payment by the NSWMA Accounts Department on December 20, 2013.

Contract Awarded to Ivy Robinson

The contract which was awarded to Ivy Robinson was signed on December 3, 2013, and stipulated the following clause in respect of the obligations of the contractor:

“Clause 1.1 – GENERAL OBLIGATIONS:

a. The contractor shall exercise reasonable skill, care and diligence in the performance of the works described below:

Description of works:

²²⁵ Copy of execution of contract JJESTA006 between National Solid Waste Management Authority and Winston Riley

²²⁶ Copy of Purchase/Service Order from the National Solid Waste Management Authority to



- a) *White washing of wall from Claremont Square to 9 Mile*
- b) *Carting away debris resulting from (a) above from the roadway and verges to an approved NSWMA disposal site.*
- b. *The contractor shall also:*
 - a) *Liaise with NSWMA's representatives and keep the representatives informed about the contractor's progress;*
 - b) *Supervise the execution of the works by persons employed by or under the control of the contractor;*
 - c) *Prepare site reports and minutes regarding the execution of the works and provide appropriate status reports to the NSWMA as required;*
 - d) *Provide all the resources, including but not limited to personnel, required to perform the works.*

Clause 1.3 – Sub-Contracting:

The Contractor shall not transfer or assign this contract or subcontract any of the work herein.²²⁷ (OCG Emphasis)

²²⁷ Copy of execution of contract JSESTA007 between National Solid Waste Management Authority and Ivy Robinson.



The contract outlined that the sum of \$200,000.00 was made payable to Ivy Robinson seven (7) days after the works have been completed, and that:

“...provided that the works have been inspected and duly certified as completed by a representative from the NSWMA and a representative from the National Works Agency (NWA) and the contractor has submitted an invoice for the works executed.”²²⁸

The contract was signed by Ms. Jennifer Edwards, then Executive Director, NSWMA, and Ms. Ivy Robinson in the presence of Mr. Ezekiel Russell. The Purchase/Service Order No. 13817, P.Reqn. No – 24021, dated December 12, 2013 from the National Solid Waste Management Authority to Ivy Robinson in the sum of Two Hundred Thousand Dollars (\$200,000.00) indicated, *inter alia*, as follows:

“To provide material and undertake white washing of walls from Claremont to 9 Miles in St. Ann under the TEF/NSWMA Christmas Program”²²⁹

The Purchase/Service Order indicated that the goods were received in satisfactory order and that the work was satisfactorily completed. The Purchase/Service Order indicated that the amount of \$200,000.00 was approved for payment by the NSWMA Accounts Department on December 20, 2013.

During the course of the OCG’s Hearing which was held on January 19, 2016, Mr. Ezekiel Russell made the following statements in response to questions which were posed by the Contractor General concerning the mentioned contracts which were awarded by the NSWMA:

“CHAIRMAN:

...

Read that letter for me please.

...

²²⁸ Copy of execution of contract JJESTA007 between National Solid Waste Management Authority and Ivy Robinson .

²²⁹ Copy of Purchase/Service Order from the National Solid Waste Management Authority to Ivy Robinson .



A: *“Mrs. Powell, I am in receipt of your email. My apologies for the late reply. Please see the list of contractors below and specified amounts. Also I am aware of the concept behind the JEEP and you’re your comment. Contractor Lydia Morris TRN 107945240- amount \$500,000, description -bushing. Joan McDonald TRN ... amount \$500,000, description -bushing, Shello Smith....*

...

“...Smith, TRN 11104548, amount \$500,000, description -bushing. Wayne Simpson, TRN ..., amount \$500,000, description- bushing, Claudette Boreland TRN 110305612, amount \$500,000, description -bushing. Winston Riley, TRN ... amount \$320,000, description - bushing. Ivy Robinson TRN ... amount \$200,000, white washing walls. Owen Grant no TRN, amount \$350,000, clearing of side verges, drains. Evadney Walliston TRN ... amount \$430,000, description - bushing. Ezekiel Russell Special Assistant to the Minister, Ministry of Youth and Culture 46 Trafalgar Road, Kingston 5”.

CHAIRMAN: *That is a copy of the letter that you wrote advising Mrs. Powell of the persons who were to be given contracts?*

A: *Yes sir.*

CHAIRMAN: *You remember that, you remember that document now?*

A: *Yes, I do.*



CHAIRMAN: *That document was supplied to us by the NSWMA upon our request, a copy they sent to us.*

A: *Okay.*

CHAIRMAN: *Thank you. I am going to label this document ER2. I soon let you have a copy. So earlier you said Joan McDonald, that you called her, you could not remember if you called Wayne Simpson but based on this letter does it mean you called him? The fact that you are advising Mrs. Powell that this is the list of contractors and the specified amounts they were to be paid, does it mean you called him?*

A: *Not necessarily.*

CHAIRMAN: *Okay. You called Owen Grant?*

A: *I am not sure you nuh sir.*

CHAIRMAN: *You called Evadney Walliston?*

A: *May have because she is a bit down the road, she is further down, yes.*

CHAIRMAN: *Ivy Robinson?*

A: *I don't think so sir.*

CHAIRMAN: *Winston Riley?*

A: *I can't recall.*

CHAIRMAN: *Claudette Boreland?*

A: *No sir.*

CHAIRMAN: *Lydia Morris?*

A: *No sir.*

...

CHAIRMAN: *... **I want to know, at the time that you were writing this letter to Mrs. Powell, can you say whether or***



not the contractors had been informed that they were getting contracts in specified amounts?

A: *If I am remembering correctly, I think there was a meeting; I think some persons were informed that they would have been contacted. In some parts some persons were contacted and they had requested also, some of those persons had requested work based on their own expertise.*

CHAIRMAN: You never heard my question?

A: You asked if they were contacted before.

CHAIRMAN: Prior to this letter being issued to Mrs. Powell had the contractors been advised that they were being given contracts and the amounts?

A: I don't know about the amounts, but as I said, in part, they may have been contacted in some way or form, I am not certain. I can't say right now.

CHAIRMAN: And the base upon which you may have said that, some may have been contacted some way or form, what is it that you would know to say that?

A: Because some of them would either contacted the office and ask if there would be any work or if they request for work would have been approved.

CHAIRMAN: You are guessing now Mr. Russell?

A: No, I am not guessing, but it is just in explaining to you. Because I mean that is how some people operate, that is how some of the persons operate.

CHAIRMAN: Your letter says; "Please see the list of contractors below and specified amounts".



A: *That would have been after or before some contacts were made through the office that those persons would have – may have received work, as I said persons request and some identification would have been made based on persons who should get work.*

...

CHAIRMAN: *... The question was, before I move on to the next one is, when you informed Mrs. Powell of the names, the TRN, the amount and the description, were you satisfied that all these persons knew that they were getting contracts or some persons did know that they getting contracts?*

A: *I would think they knew sir.*

CHAIRMAN: *Think, why would you think?*

A: *Because as I said there was a process leading up to that, in persons contacting the office speaking, to persons as well as us speaking to NSWMA.*²³⁰

...

In relation to the manner in which the named contractors were selected, the OCG was advised of, *inter alia*, the following:

“CHAIRMAN: *And when the Member of Parliament may recommend somebody to you or Andrea Smith may recommend somebody, it is just recommendation, word of mouth, nothing written down?*

A: *Well, it is not necessarily to me, I was liaising with NSWMA.*

²³⁰ Transcript of Hearing which was held on January 19, 2016, involving Mr. Ezekiel Russell. Pages 20-24.



CHAIRMAN: *And on the letter you write to NSWMA, there is no record to evidence what in fact happened?*

A: *No sir and not that I know of.*

CHAIRMAN: *Now, the base upon which you decided on calling Joan McDonald, what is the selection process that you used to decide her that she should get it?*

A: *Well, as I said she is a contractor, I know she operates a company a contracting company.*

...

CHAIRMAN: *A contracting company?*

A: *Well, sorry a company, not a contracting company.*

CHAIRMAN: *What company?*

A: *I don't know. I know she operates a company.*

CHAIRMAN: *And I am asking what company?*

A: *I don't know what kind of company. I know she operates a small - she does a small business, a company, I don't know.*

CHAIRMAN: *Mr. Russell you are not making sense, you say she operates a company, so what company you know her to operate?*

A: *In talking with her I know she does like rehabilitative work to like buildings and so forth, but I haven't really gone into questioning her.*

CHAIRMAN: *What the company name?*

A: *I don't know sir.*

...

Sir I know she has a company and in talking with her I know she has said she is doing like rehabilitative work to - I know a health centre at one point and a



school at one point. That is all I know about Joan McDonald and her company.

CHAIRMAN: ... What about Owen Grant, what is the reason for selection of Owen Grant?

A: Owen Grant is also a contractor, he works in - well, he does work in and around the area.

...

CHAIRMAN: You select known persons who are affiliated with the Peoples National Party just to give them work?

A: Not necessarily. As I said a few of those persons on the list are persons within the PNP.

CHAIRMAN: And some are in JLP?

A: Not that I know of sir.

...

CHAIRMAN: When you went to collect the contracts from Mrs. Powell were the contracts already written up with the each person's TRN number?

A: I want to think so, I don't remember sir. I think so, yes sir.

CHAIRMAN: And what happened first in time, you sent the letter to Mrs. Powell advising her of the persons who should get contracts and after you sent the letter to her sometime after you went and collected the contracts from her to be signed? So you advised her who should get contracts and then after you went and collected the contracts in the persons names, correct?

A: She informed me that the contracts were ready and asked for me to assist them.



CHAIRMAN: *At the time that you facilitated and assisted the persons had Jennifer Edwards signed already? At the time the persons were signing - well, better yet. When you were signing as witness did Jennifer Edwards signature appear on the document?*

A: *I don't remember sir. I don't think so.*

CHAIRMAN: *At the time that you signed, the only person who had signed at the time was the contractor?*

A: *Yes sir. I don't remember if Mrs. Edwards signature was there.*

CHAIRMAN: *Did you read the contents of the contract to the persons?*

A: *No sir, I don't recall doing that.*

CHAIRMAN: *You just tell them fi sign, you a get wuk sign, something like that?*

A: *That wouldn't be something that I would have said.*

CHAIRMAN: *Well, tell me exactly what you said to them because I don't understand you. You give me a document just tell me sign, I want to know what you tell the people sir?*

A: *Sir they would have read the document.*

CHAIRMAN: *They would have, did they do so?*

A: *I am pretty sure they did, yes sir.*

CHAIRMAN: *Why you are pretty sure?*

A: *They would have read and understand the contents of the contract in order to sign.*

CHAIRMAN: *I don't know what you think; I want to know what you saw and what you know, because each of these persons you would agree, that they signed the*



document in your presence, would you agree with that?

A: Yes sir, and they read. I would have given them the contract.

CHAIRMAN: You would have given them the contract, they read it, then after they read it, you then signed it as witness?

A: They signed and then I signed after as witness that they had signed and understand basically the contents of the contract.

CHAIRMAN: ...Claudette Boreland from Rural Retreat, description of works - bushing of road ways from vergers from 5-mile to 7-mile, this is 5 to 7-mile in Rural Retreat sir?

A: No sir.

CHAIRMAN: This is where Bumper to Ramble, where is it, where is the work?

A: One second sir. They would be on route to the Bob Marley Museum.

CHAIRMAN: And is that Bumper to Ramble area sir?

A: No sir.

CHAIRMAN: Where is Bumper?

A: Bumper is about five minutes outside of Claremont.”²³¹

Mr. Ezekiel Russell also advised the OCG that subsequent to the collection of cheques by the contractors “... a few of the contractors left money in envelops for, just to facilitate some of the sub-contractors”. The following verbatim extract of the transcript of January 19, 2016, is of import:

²³¹ Transcript of Hearing which was held on January 19, 2016, involving Mr. Ezekiel Russell. Pages 25- 41.



CHAIRMAN: ... These persons, when these nine persons get their cheque they carry their money back to you after?

A: No sir.

CHAIRMAN: Do you know what happen after they get paid?

A: I know a few of the contractors - at the time, what I can remember, a few of the contractors left money in envelops for, just to facilitate some of the sub-contractors.

CHAIRMAN: Left with who?

A: Our supervisor at the office.

CHAIRMAN: With who?

A: It was just left at the office, whoever is at the office, myself or Miss Smith.

CHAIRMAN: Was any money left with you?

A: Well, specifically it was left at the office; both of us would have been there to ensure that the persons who they left it for collected it.

...

CHAIRMAN: I asked if there was any money left with you?

A: Not me specifically sir.

CHAIRMAN: Not you?

A: Not me specifically.

CHAIRMAN: But earlier when you said it was left with one or two of us?

A: As I said it was our responsibility and if it is that it was left at the office both of us would have been able to...



CHAIRMAN:

So they leave you a checklist, they leave you the envelope for the people to be paid on a checklist with the names?

A:

*No, well at the time I remember, they contacted the person and asked them to pick it up at the office.*²³²

(OCG Emphasis)

²³² Transcript of hearing which was dated January 19, 2016, involving Mr. Ezekiel Russell. Pages 41-43.



The Knowledge of the Member of Parliament of Allegations of Corruption and Impropriety at the South East St. Ann Constituency Office

Against the background of the allegation which was made to the OCG on May 26, 2015, which, *inter alia*, accused that the Member of Parliament of "...deliberately failing to act on the knowledge that "Ann" and others in her constituency office are running this racket to "rob the poor", the OCG deemed it prudent to ascertain, amongst other things, whether the Member of Parliament, Ms. Lisa Hanna had any knowledge of the stated allegations, as well as the extent of any such knowledge. In this regard, the following questions and responses were recorded during a hearing which was conducted by the Contractor General and wherein Ms. Lisa Hanna was summoned to provide responses:

“Q: **One of the allegations that had been made that had led to us commencing this investigation is that when group payments are made, the money is taken back to Miss Andrea Smith and she's the one who apportions money to different persons.** Have you ever heard, other than from me, that allegation that is what was happening?

A: **I have heard it once or twice, sir.**

Q: Other than from me?

A: **Only when the Investigation started I heard about it.**

Q: **Mr Denzel McDonald claimed that he had told you a long time ago about it and you did nothing and you have**



just ignored his suggestions that this was happening a long time ago.

MR FOOTE: *Mr Denzel McDonald. I think he is otherwise called "Wizzie." I think that's what they call him.*

A: *Mr Denzel McDonald has told me a lot of things.*

CHAIRMAN: *I am just referring to that particular one.*

A: *He has mentioned that he believes that one Andrea Smith was taking poor people's money.*

Q: *But not specifically that in relation to contracts that had been awarded by the Southeast St Ann Constituency office that she was collecting money? He just said poor people's money?*

A: *How I overheard an extended conversation on a CD going around on a sound card, where he had a conversation with what would have been Councilor Garrick and Big Cream, where they asked Big Cream what he did with the money and Big Cream on that CD took it back, said that he took it back to Ann. So that is where I heard the extended conversation, sir.*²³³ (OCG Emphasis)

²³³ Transcript of Hearing involving Ms. Lisa Hanna which was dated May 30, 2016. Pages 25-26



Further, during the hearing which was held on December 10, 2015, the representations were made:

“MR. DIRK HARRISON: Now, are you aware of the contention or the issue, the allegation that Miss Andrea Smith facilitates the signing of these contracts, the document that I refer to as a contract, that is used by the Parish Council and she facilitates the signing of these by the contractors.

MINISTER LISA HANNA: I have heard of the allegations. Yes, I think you were also one of the persons that put it to me, but I have heard of it before. Certainly, for the record, I have no way of proving it, because that would have to entail me going to speak to whoever the Superintendent is and it is highly unlikely that if I was to put a direct question to him if he was allowing someone from my office to sign blank contracts. It is not until I am seeing a lot of things here today, especially the Blyden Brown issue and the rates. That...

MR. DIRK HARRISON: And Ezekiel Russell.

MINISTER LISA HANNA: And Ezekiel Russell, that is confirming to me some of the things that I have heard. I can also corroborate the rates that the Parish Council clearly has an issue with establishing rates and some of the other questions and correspondence that I have to them and other projects in my office coming



out of monies that have been sent to the Parish Council. So, I am not sitting here trying to bluff my way through the exercise, I am actually here very willing trying to also understand what is in the system, if at all, I could have been in a position where things were also happening, that on the face of it I just could never know.”²³⁴ (OCG Emphasis)

In relation to the allegation made by Mr. Blyden Brown that Ms. Andrea Smith had made certain requests of him as it regards a contract which was awarded to him in the amount of \$285,000.00. Ms. Hanna responded in the following manner to questions posed by the Contractor General:

“MR. DIRK HARRISON: ...
Minister, your were asking in terms of the uncertainty of this cheque, Mr. Blyden Brown has indicated that Miss Andrea Smith told him to go and collect that cheque for \$285,000.00. Have you ever heard that allegation before, madam?

MINISTER LISA HANNA: I have heard it on a tape, that was a tape between Blyden Brown, Denzil McDonald and Lloyd Garrick.

MR. DIRK HARRISON: Have you asked Miss Smith,

²³⁴ Transcript of hearing involving Ms. Lisa Hanna which was dated December 10, 2015, page 128-129.



have you ever questioned

Miss Smith about it?

MINISTER LISA HANNA: Yes, I have.

MR. DIRK HARRISON: And she denied knowledge of
sending him anywhere?

MINISTER LISA HANNA: She has.²³⁵ (OCG Emphasis)

Having regard to the alleged involvement of Councillors within the South East St. Ann Constituency, in the collection of monies from contracts which have been awarded for the conduct of works within the constituency, the following representations were made:

“Chairman: ...Honourable Minister are you aware of a
practice that after work is done, cheques are
cashed, the persons hand over the money to
the Councillors to pay the people?

A: I am not aware of that. I recall some persons
saying that the Councilors want to pay the
persons themselves. Lydia's name was called
in one instance but typically – as a segue,
one of the only Councillors that I know how
much money he gets; what he spends his
money on, let cetera [sic], is Councillor Ian
Bell the Beecher Town Division. Other
Councillors don't share what they get in terms
of resources from the Parish Council. When
Christmas work is coming for instance, or
Special Employment, slash special
employment, before the whole breakdown

²³⁵ Transcript of hearing involving Ms. Lisa Hanna, which was dated December 10, 2015 Pg. 69-70



with my Councillors when they decided that it was time for me to leave the Constituency, they are the same Councillors who decided it was Aloun's time to leave in 2006/7, I used to sit down and say, okay, tell me what your division needs for Christmas so that we don't duplicate resources. Here is what I am going to get from CDF and what I have budgeted for from CDF; here is what I have budgeted for from NWA, tell me the areas. And we would sit down together and write those programmes. So that is why you could see Beecher Town, seven hundred and fifty thousand dollars, then Claremont that, et cetera, because we used to sit down - up to 2013, even up to 2014 and the Councillors would say this is the situation. So the Councillors also give some of these same people work from their Parish Council funds and so I don't ask questions about who get and who don't get. **I have been told by people at the Parish Council that this is a regular collector for that Councillor and that person is a regular collector for that Councillor and they come down and collect money all the time for that Councillor. So I have heard that, but what I have also heard is, from Lydia Morris, and from I believe, Paulette Grant that on occasions when they have**



even collected money for CDF projects
which is this; they had the Councillor call
them and say look, I want to be able to pay
the people in the Division so bring the
money and give it to me. I have heard that,
can I verify it? I wouldn't be in a position to
verify it."²³⁶(OCG Emphasis)

The OCG must note that by way of correspondence which was dated April 15, 2016, the OCG was advised by Ms. Andrea Smith that her employment contract had “ended” and that it “...will not be renewed”.²³⁷

²³⁶ Transcript of Hearing involving Ms. Lisa Hanna which was dated November 24, 2015, pgs. 17-19.

²³⁷ Correspondence which was dated April 15, 2016, which was sent to the OCG by Ms. Andrea Smith.



CONCLUSIONS

Based upon the documents which have been reviewed, as well as the responses that have been received from the representatives of the St. Ann Municipal Corporation, the Office of the Member of Parliament, South East, St. Ann, certain contractors who were awarded GOJ contracts amongst other persons and entities which were deemed to be pertinent to its investigation, the OCG has arrived at the following considered Conclusions:

1. The OCG has seen no evidence to suggest that the process utilized by the Office of the Member of Parliament, South East, St. Ann in the selection and/or recommendations of persons for the award of contracts as represented in Appendix 2 was fair, impartial, on merit or on the basis of a competitive process. In point of fact, the selection or recommendation of a contractor on the basis that he or she is “well-respected” or “trust-worthy” is rather subjective in nature and cannot be reasonably verified, irrespective of the fact that the work being executed involves drain cleaning and de-bushing.
2. Despite the representations of Ms. Andrea Smith that *“Beneficiaries request are logged at the constituency office on a daily basis these persons are recommended for assistance from Councillors, Teachers, Police, Pastors, Community members (the objective is to spread the CDF benefits to as many people as possible on a needs basis”*, no documentary evidence has been submitted to this office to substantiate this attestation. In point of fact, Ms. Lisa Hanna, Member of Parliament and Ms. Andrea Smith have both indicated that all such recommendations are verbal, and there exists no written record of same.
3. Notwithstanding Ms. Andrea Smith’s sworn evidence that she did not make recommendations for the award of contracts in respect of the contracts which form the subject of the OCG’s investigation and which are outlined in Appendix 2 of this Report, the OCG concludes that Ms. Smith, as the CDF Consultant, played a crucial role in identifying and/or suggesting persons who were, in fact, recommended for the award of these specific contracts. By way of an example, the



evidence provided by Ms. Hanna as it relates to the reliance which was placed by her, on Ms. Smith, to determine the appropriateness of recommending Ms. Nicolette Keene, a current employee of the Office of the Member of Parliament, speaks volumes to the degree to which such reliance had been vested and the free hand which was afforded to Ms. Andrea Smith. Irrespective of any role played by Ms. Andrea Smith, in this regard, the CDF Consultant does not, without permission, act autonomously or unilaterally in regard to the administration of the Fund.

In point of fact, the CDF was established to provide Members of Parliament with financial resources to execute approved social and economic programmes within their constituencies.

Further, a review of Ms. Andrea Smith's employment contracts does not indicate the level of autonomy and responsibility that had been accorded to her by the Member of Parliament, Ms. Lisa Hanna. In this regard, the OCG is of the considered opinion that the funds which are provided under the CDF are allocated to the Member of Parliament for the constituency for which the Member of Parliament is elected. The responsibility and remit of administering the CDF, is therefore not one which may be divested to a third party.

4. Ms. Andrea Smith failed to execute her responsibilities in the administration of CDF projects, for and on behalf of the South East St. Ann Constituency in a professional and lawful manner.
5. The CDF Programme Management Unit, OPM, facilitated and authorized the corruption enabling facility, known as 'group payments'.
6. Having regard to the contract which was entered into on December 6, 2013, between Mr. Blyden Brown and the St. Ann Municipal Corporation, which bore no signature attesting to the works being "*GIVEN OUT*" or "*SATISFACTORILY DONE*", there is no reasonable basis to conclude that the works had been completed. The OCG, in this regard, accepts the testimony of Mr. Blyden Brown, when he stated that he had done "no work" in respect of the contract which was signed by



him in the amount of \$285,000.00 and for which he was paid a cheque in the same amount by the St. Ann Municipal Corporation.

On the basis that (a) the St. Ann Municipal Corporation has been unable to provide the OCG with any documentation authorizing this award of contract to Mr. Blyden Brown (b) the inability of the Office of the Member of Parliament to locate any such authorization and (c) the unequivocal statement of Ms. Hanna that she would not have made such a recommendation in the name of Mr. Blyden Brown, the OCG concludes that further criminal investigation may be warranted to determine the basis upon which this contract was awarded to Mr. Brown.

7. In the foregoing regard, the OCG concludes that the accounting and accountable officers of the St. Ann Municipal Corporation failed in their statutory responsibilities and obligations to appropriately account for the prudent disbursement of entrusted public funds, in keeping with the fiduciary responsibilities which are conferred on to accounting and accountable officers by Section 16 (2) of the FAA Act.
8. The OCG concludes that the “**SAINT ANN PARISH COUNCIL WORK PERFORMED AT AGREED RATES**” document, which is utilized by the St. Ann Municipal Corporation, is a contract. In actual fact, it is the only formal documentation which outlines all pertinent information relating to the works which are to be performed and in some cases have already been performed, inclusive of the commencement and completion dates, the description of the works and the agreed sum. From a legal and practical stand point, it is the opinion of the OCG that the subject document satisfies the criteria for a contract of an offer, acceptance and consideration, where the section describing the works to be performed being regarded as the offer, the signature of the contractor, the acceptance of the offer and the contract sum payable, the consideration.
9. The OCG concludes that the instances observed where contracts are signed by the contractor subsequent to the contract’s commencement and completion dates are not only irregular but



contrary to public procurement best practices. Further, the informality of signing a contract/agreement after the execution of works is a corruption enabling practice.

10. The OCG concludes that the instances where the rates and quantities are not stated by the St. Ann Municipal Corporation on the contract document amounts to a disregard for the principles of transparency which ought to obtain in the preparation of such documents, with the result that the OCG is unable to determine whether value for money was achieved. The foregoing failure, on the part of the St. Ann Municipal Corporation, is also in breach of the GOJ procurement policy which holds as a key fundamental, the attainment of value for money in the award of government contracts.
11. The failure of the St. Ann Municipal Corporation to locate and produce the justification for the award of contract in twenty-five (25) specific instances amounts to a breach of the GOJ procurement guidelines. Section A8.22 **PROCUREMENT RECORD KEEPING** establishes, *inter alia*, the following:

“It is critical that transparent procedures be established, so that the entire procurement process may be traced from beginning to end. This can be achieved through proper record keeping.

Without prejudice, the method of storage, and in accordance with the Financial Administration and Audit Act, the Procuring Entity shall maintain records of each contract awarded for a minimum period of seven (7) years. The Procurement process and expenditure records, although entrusted to the safekeeping of accounting officers are the property of the Ministry of Finance, and shall be made available promptly to the Ministry upon request...” (OCG Emphasis)



The failure of the Corporation to properly file and record the procurement records relevant to the subject award of contracts displays contempt for transparency and accountability and brings into question the Corporation's commitment to principles of good governance and prudent financial management.

12. There is an apparent dysfunctional relationship between the office of the Secretary Manager of the St. Ann Municipal Corporation and the Roads and Works Department of the Corporation, as well as between and among the staff complement of the Road and Works Department at varying levels. The OCG's conclusion is premised upon the fact that neither the current Chief Executive Officer, Mrs. Claudiah Carter nor the former Secretary Manager were aware of the admitted practices of (a) the signing of "blank" contract documents on the part of contractors on the request of officers of the Corporation (b) the signing of contracts by contractors subsequent to the commencement and in some cases the completion of works.

Further, the feigned ignorance of Ms. Althea Hall, former Superintendent of Roads and Works, St. Ann Municipal Corporation, to the facilitation of the practice of 'group payment' by the Corporation is unbelievable and unthinkable, given the extensive knowledge and familiarity of her junior staff with the practice. It is the OCG's considered opinion that the mentioned practices which seemed to have become ingrained and pervasive are not only irregular but expose the Corporation and, by extension, the GOJ to, amongst other things, fraud and corruption.

13. The implementation of contracts, on the part of the St. Ann Municipal Corporation, portrays gross deficiencies and incompetence. The OCG deems (a) the admitted presentation of 'blank contracts' for the signature of contractors, (b) the failure to measure works in all instances prior and subsequent to the engagement of the contractor and (c) the failure of officers within the Corporation to verify the satisfactory completion of all works prior to approving same for payment, to be unsatisfactory and unacceptable. *Afortiori*, the certification that works have been



satisfactorily completed when no verification is conducted, is tantamount to dishonesty and serves to cheat the revenue and brings into disrepute contract implementation process.

14. In relation to the contract which was awarded to Mr. Oswald Jarrett, on May 16, 2014, in the amount of \$50,000.00, and where the OCG's findings indicate that a cheque in the amount of \$50,000.00 was made payable to Mr. Jarrett prior to the date on which the contract was signed as well as the contract's stated commencement and completion dates, amounts to gross mismanagement of public funds and runs counter to the provision of the FAA Act. It is of interest to highlight that Mr. Jarrett advised the OCG that he had no knowledge of any such contract and that the signature which appears on the back of the cheque was not affixed by him.
15. The level of management and supervision which was brought to bear upon the implementation of the contracts and which forms the scope of the OCG's Investigation, exhibits a disgraceful display, on the part of the St. Ann Municipal Corporation. The effect of which has resulted in a breach of the public's trust and calls into question the manner in which entrusted public funds have been managed by the Corporation.
16. The practice of group contracts or payments which, in effect, is the grouping of small payments into a sum less than \$500,000.00 is a suspicious informal practice which has been facilitated by both the Office of the Member of Parliament, South East, St. Ann and the St. Ann Municipal Corporation. The OCG is still unclear of the origin of this practice, given that both the Member of Parliament, Ms. Lisa Hanna and the former Secretary Manager, Mr. Alfred Graham have distanced themselves from orchestrating the practice. The OCG is of the considered opinion that the referenced practice is a corruption enabling practice and facility, which, if left unchecked, will have the result of rampant corruption, whether real or perceived. The susceptibility of the practice to misappropriation and corruption is plausible, on the premises that, in the case of South East, St. Ann (a) the "collectors" are predominantly "trusted" political party operatives, and (b) there is no system of record to determine who the true beneficiaries of the contracts are, or which contractor is liable for the performance of the contract.



17. The OCG concludes that in relation to the 53 contracts which are represented in Appendix 2 of this Report, the St. Ann Municipal Corporation had full knowledge that the complete scope of works would not have been executed by the contract awardee, but nonetheless prepared contract documents which gave the impression that the contract awardee would have completed same. In all such instances, the OCG concludes that the actions of the Corporation amount to a fraudulent misrepresentation.
18. The recommendation, implementation and execution of a number of the contracts outlined in this report bear the likeness of the offence of a conspiracy to defraud the Government of Jamaica involving (a) the Office of the Member of Parliament, (b) the St. Ann Municipal Corporation and (c) the named contractors. This web of deceit is evidently seen in the representations which have been made by several contractors, who, having signed contracts certifying that the works as represented “...*is the correct account for all work done ... for the Parish Council of St. Ann for payment due*”, subsequently admitted that the complete scope of works were not completed by them and that the contract was signed with this knowledge. The OCG is of the considered opinion that all 53 contracts as outlined in Appendix 2 of this report should be the subject of further criminal investigation.
19. The OCG accepts the testimonies of Mr. Blyden Brown, Ms. Sandra Garrick and Ms. Donnette Hamilton that ‘blank contracts’ were presented to them by officers of the St. Ann Municipal Corporation.
20. The OCG accepts the testimonies of Mr. Blyden Brown, Ms. Donnette Hamilton, Mrs. Joan McDonald, Mrs. Ivy Clarke Robinson, and Mr. Reginald Christie, that upon the encashment of the cheques in respect of the contracts which were awarded to them, the monies were taken back to the Office of the Member of Parliament, South East, St. Ann, and handed over to the custody of Ms. Andrea Smith and/ or Mr. Ezekiel Russell.



21. The OCG accepts the testimonies of Ms. Lydia Morris, Ms. Babbeth Hanniford, and Ms. Paulette Grant that upon the encashment of cheques in respect of the contracts which were awarded to them, the monies were handed over to the custody of Councilor Lydia Richards of the St. Ann Municipal Corporation.
22. The OCG accepts the testimony of Ms. Lydia Morris that in relation to a contract which was awarded to her in the amount of \$300,000.00 by the St. Ann Municipal Corporation on December 12, 2012, she was not the contractor and that the contract was written in her name because the intended contractor “Maas Joe” could not read or write.
23. The OCG concludes that the recommendations by Ms. Lisa Hanna in respect of approximately twelve (12) persons affiliated and/or associated with the People’s National Party (PNP) give rise to a conflict of interest and may be regarded as being tantamount to cronyism and/or favouritism. The OCG accepts that, before the law, neither cronyism nor favouritism are common law or statutory offences, however, consideration must be given to whether the act of making recommendations for the award of contracts to one’s political party affiliates and employees amounts to an act of misconduct in a public office, wherein a fraud is perpetuated under the guise of a group payment.

The question of law which must be answered is whether Ms. Hanna, as a Member of Parliament and in this regard a public official, willfully neglected to perform her duty and/or is guilty of misconduct by acting fraudulently in making recommendations for the award of government contracts to persons employed in her constituency office, and to relatives of persons employed in her constituency office.

24. Ms. Lisa Hanna, Member of Parliament, South East, St. Ann, was insincere when she indicated that she was not aware that Ms. Beverly Sinclair is the mother of Ms. Andrea Smith, at the time that the recommendation for the award of contract was made to Ms. Sinclair. The OCG considers



that this statement made by Ms. Hanna, was an attempt to deceive the Contractor General in the lawful execution of his duties.

25. The OCG concludes that a recommendation was made by Ms. Lisa Hanna for the award of a contract to Ms. Nicolette Keene, Secretary, Office of the Member of Parliament, South East, St. Ann amounts to misbehaviour in public office, as it had the effect of causing the Municipal Corporation to award a contract to Ms. Keene, who was also acting fraudulently. Irrespective of the argument put forward by both Ms. Hanna and Ms. Andrea Smith, that Ms. Keene was merely facilitating the collection of a cheque, OCG concludes that the referenced recommendation amounts to a conflict of interest on the part of Ms. Hanna.
26. The OCG concludes that Mrs. Joan McDonald attempted to, and did in fact, mislead and obstruct the Contractor General in the lawful discharge of his duties, contrary to Section 29 of the Contractor General Act, by uttering the false documents labelled as exhibits “JM1” and “JM2”.
27. Having regard to the several inconsistencies in the evidence given by Mrs. Joan McDonald, consideration may be given as to whether the inconsistent statements provided by Mrs. McDonald give rise to a breach of Section 29 of the Contractor General Act. This is being contemplated against the background of the apology which was offered by Mrs. McDonald, which may arguably deem the inconsistent statements as an attempt to willfully mislead the Contractor General.

In the English Court of Appeal case of **R v Miller**²³⁸ it was found that the use of the word "wilfully" meant that the prosecution was required to prove no more than that the statement **was made deliberately** and not inadvertently or by mistake. In this regard, Mrs. Joan McDonald's apology to the OCG may be conceived as an indication that she knew that she had made deliberate misrepresentations to the Contractor General in an attempt to conceal the truth.

²³⁸ [1985] Q.B. 519



Further, if the signed witness statement provided by Mrs. Joan McDonald is the presumed truth, it would mean that her initial evidence given in the hearing of July 15, 2015 as it regards, (a) having personal knowledge of the works performed and (b) paying the persons who were engaged would have been an attempt to mislead the Contractor General in its investigation of the subject matter.

28. On the presumption that the evidence provided by Mrs. Joan McDonald in her Witness Statement, which was dated November 12, 2015, is the truth, the OCG concludes that, *Mrs. Joan McDonald willfully made [an earlier] statement which is material to the OCG's investigation, which she knew to be false or does not believe to be true, contrary to Section 4 and 11 of the Perjury Act.*
29. The OCG concludes that the misrepresentations of Mrs. McDonald are material and go to the root of the OCG's Investigation.
30. Having regard to the validity of the documents labelled as Exhibits "JM1" and "JM2", the OCG concludes that "JM1" constitutes a false document pursuant to the definition ascribed by Section 3 of the Forgery Act.
31. The OCG accepts the testimony of Mrs. Joan McDonald that the document "JM1" was prepared by Ms. Andrea Smith, with a view to rescuing Mrs Joan McDonald in purporting to recall the names of the persons who were engaged by her as sub-contractors in respect of the contract which was awarded in the amount of \$414,900.00. This manoeuvre arose during the course of the OCG's Investigation whereby Mrs. Joan McDonald was asked by the Contractor General to list the names of persons whom she had engaged. The OCG further concludes that by virtue of the aforementioned actions of Ms. Smith, consideration must be given as to whether the stated act gives rise to a breach of Section 29 of the Contractor General Act. Further, the OCG concludes that Ms. Smith deliberately fabricated a document and aided and abetted Ms. Joan McDonald in uttering a false document to the Contractor General.



The OCG accepts the testimony of Mrs. Joan McDonald that Mr. Richard Lake instructed her not to reveal to the Contractor General that she took monies in respect of the contract which was awarded in the amount of \$414,900.00 to the Office of the Member of Parliament, South East, St. Ann. Mr. Richard Lake persuaded Mrs. Joan McDonald to make a false statement and to mislead the Contractor General by making the false statement. In this regard, Mr. Richard Lake, therefore, sought to divert attention from the Office of the Member of Parliament, South East, St. Ann.

Based on the legal definition and legislative provisions concerning obstruction, (i) a person who hinders or obstructs the Contractor General in the conduct of his Investigations is guilty of an offence and will be liable on summary conviction, (ii) this obstruction is a misdemeanour, and (iii) a person who aids, abets, counsels or procures the commission of a misdemeanour whether by common law or statute is guilty of an offence and will be liable to be indicted, tried and punished as the principal offender. Mr. Lake, having given certain instructions to Mrs. McDonald in the above regard, would have interfered with the conduct of the OCG's Investigation. The question of law which must be contemplated is whether such interference gives rise to an obstruction.

Further, based upon the common law principles outlined in the case of *R v Toney*; *R v Ali (Tanveer)* referenced case, consideration must be given as whether Mr. Lake by his actions may be deemed liable under the common law principles for perverting the course of justice.

The OCG is cognizant of the fact that Mr. Lake has denied the accusations made by Mrs. McDonald; however, this is a matter to be determined by a court of law.

32. The OCG has seen no evidence to indicate that works relating to the paving of the school yard had been undertaken at the Prickly Pole Primary and Infant School.
33. The OCG concludes that the process utilized in the selection and/or recommendations of persons for the award of contract to the following contractors by the NSWMA lacked transparency and was not based upon a process which was fair, impartial, on merit or on the basis of a competitive process:



CONTRACTOR	AMOUNT
Lydia Morris	\$500,000.00
Joan McDonald	\$500,000.00
Shello Smith	\$500,000.00
Wayne Simpson	\$500,000.00
Claudette Boreland	\$500,000.00
Winston Riley	\$320,000.00
Ivy Robinson	\$200,000.00
Owen Grant	\$350,000.00
Evadney Wollaston	\$430,000.00

34. Having regard to the allegations of “...*rampant corruption at the People’s National Party’s constituency office at the racket to rob poor people of the proceeds of publicly funded works...*” the OCG concludes that the system of group payment, as well as the manner in which persons are recommended for the award of these contracts increases the susceptibility of public resources to misappropriation and corruption. This is based upon, *inter alia*, the following premises:

1. The contractors are essentially, in some cases, a ‘collector’, that is, an agent utilized for the sole purpose of collecting a cheque from the Municipal Corporation;
2. The “collector”, in whose name the contracts and cheques are written, encashes the cheques and submits the cash from the said cheque to employees of the Office of the Member of Parliament, South East St. Ann and Councillors within the St. Ann Municipal Corporation.



Though the evidence provided by the collectors/contractors indicates that a portion of the contract sum is apportioned to the stated contractor, there is no evidence to indicate the identity of the beneficiaries of the majority portion and remaining balance of the contract sum;

3. The contracts which are prepared by the St. Ann Municipal Corporation outlines a plethora of road and areas where drain cleaning and de-bushing works are stated to have been completed and where the Corporation has attested to its completion, however, the contractors to whom these contracts are awarded, (i) did not complete any of the works; and (ii) completed only some of areas/road identified on the contract. Notwithstanding the fact that full payment is disbursed by the Corporation, there is no documentation to indicate whether the drains and roads which were not verified by the contractors were in fact cleaned or de-bushed as contracted.
35. Having regard to the allegations that “...*there is a database that is formed from these persons’ names and when projects and money come into the constituency, they have a few persons that they use to collect the money, and share the money, most times without the work being done...*[and that] *often this is done with only 50% of the work being completed*”, the OCG concludes that there is evidence in the form of letters issued by the Office of the Member of Parliament which, in effect, recommends persons selected by the said office for the award of what is regarded to be “group contracts/payments”. On the premise that the contractors represented on the mentioned group contracts, by their own admission, did not complete all the works specified on the contract, and the inability of the St. Ann Municipal Corporation to provide evidence as to the completion of these works, the OCG concludes that there is no documentation to formally account for the completion of all works contracted to be performed by the following contractors:

Contractor	Contract Sum
Blyden Brown	\$285,000.00
Donnette Hamilton	\$500,000.00



Sandra Garrick	\$415,000.00
Lydia Morris	\$300,000.00
Oswald Jarrett	\$50,000.00
Ivy Clarke- Robinson	\$475,000.00
Babbeth Hanniford	\$475,000.00
Vernon Williams	\$399,990.00
Nicolette Keene	\$475,000.00
Paulette Grant	\$480,000.00



REFERRALS

The OCG, in the conduct of its Investigation, is required to be guided by Section 21 of the Contractor General Act.

Section 21 of the Contractor General Act provides as follows:

“If a Contractor-General finds, during the course of his Investigations or on the conclusion thereof that there is evidence of a breach of duty or misconduct or criminal offence on the part of an officer or member of a public body, he shall refer the matter to the person or persons competent to take such disciplinary or other proceeding as may be appropriate against that officer or member and in all such cases shall lay a special report before Parliament.”(OCG Emphasis)

Based upon the evidence presented by representatives of the St. Ann Municipal Corporation, the OCG is hereby referring a copy of its Special Report of Investigation to the Office of the Director of Public Prosecutions (ODPP), for due consideration and/or investigation as may be deemed fit, having regard to the breaches of the Government of Jamaica Handbook of Public Sector Procurement Procedures and the attendant Regulations, which have been identified herein.

Further, the OCG is hereby referring the matter to the Office of the Director of Public Prosecutions for a determination to be made in relation to the following matters:

1. Whether the actions of the Accounting and Accountable Officers of the St. Ann Municipal Corporation, in authorizing and disbursing payments to Mr. Blyden Brown in the amount of \$285,000.00, without the requisite verification of the satisfactory completion of work in performance of a contract which was awarded by the Corporation, was in breach of the FAA Act.



2. Whether the actions of the St. Ann Municipal Corporation, in preparing documentation which gave the impression that the complete scope of works had been executed by the contract awardee, while having knowledge of the contrary, amounts to an act of fraudulent misrepresentation.
3. Whether the actions of Ms. Lisa Hanna in making recommendations for the award of contracts to twelve (12) persons affiliated and/or associated with the People's National Party (PNP), gives rise to a conflict of interest. Further, whether Ms. Hanna, as a Member of Parliament and in this regard a public servant, willfully neglected to perform her duty and/or willfully misconducted herself by making recommendations for the award of government contracts amounting to an abuse of the public's trust, by acting fraudulently.

A copy of this report is also being referred to the Financial Investigations Division of the Ministry of Finance and the Public Service, for due consideration and/or investigation, as may be deemed appropriate, having regard to the allegations which were made, the sworn testimonies which were provided by witnesses, as well as the findings and conclusions of this report, as it concerns monies which were paid over to operatives of the Office of the Member of Parliament, South East, St. Ann.

Additionally, the OCG recommends that a handwriting expert be invited to examine the signature which appears on the cheque which was made payable to Mr. Oswald Jarrett, to determine, *inter alia*, the veracity of the signature which is affixed and to conduct the relevant investigations with a view to determine whether there is a breach of any law.



RECOMMENDATIONS

Section 20 (1) of the Contractor General Act mandates that “*after conducting an Investigation under this Act, a Contractor-General shall, in writing, inform the principal officer of the public body concerned and the Minister having responsibility therefor of the result of that Investigation **and make such Recommendations as he considers necessary in respect of the matter which was investigated.***” (OCG’s Emphasis)

Having regard to the foregoing, the OCG now posits the following recommendations:

1. The OCG strongly recommends that the St. Ann Municipal Corporation excise from its internal procedures, the facility and practice of “group contracts” and/or “group payments”. The OCG is of the considered opinion that such a practice is a corruption enabling facility which is highly susceptible to, amongst other things, misappropriation of public funds and varying forms of corruption.
2. The OCG recommends that the St. Ann Municipal Corporation, its Accounting and Accountable Officers, pay keen attention to, and ensure compliance with the provisions of the Revised Constituency Development Fund Operational Procedures, 2015, as well as the provisions which are stipulated in the Procurement Policy Guidelines, the FAA Act, Regulations and Instructions, in the implementation of contracts under the Fund. The OCG’s recommendation is being proffered in an effort to ensure that the award and implementation of government contracts are awarded impartially and on merit and that the circumstances in which each contract is awarded does not involve any level of impropriety or irregularity.
3. The OCG recommends that de-bushing and drain cleaning works be discontinued, with immediate effect, island-wide, or in the alternative, that the relevant due diligence and contract management systems of implementing agencies be strengthened.



4. The OCG recommends that implementing agencies pay keen attention to the monitoring and verification exercises as it concerns the engagement of contractors for the performance of de-bushing and drain cleaning works. In this regard, the public body must ensure that **all contracted works** are satisfactorily performed prior to the disbursement of public funds and that evidence of same forms a part of the formal procurement record.
5. The OCG recommends that in all circumstances rates and quantities are appropriately checked and recorded to ensure transparency and accountability.
6. The OCG recommends that Implementing Agencies and/or public bodies treat with paramount importance and diligence, the implementation and execution of de-bushing and drain cleaning works. It is critical that public bodies establish and enforce mechanisms to ensure effective contract management, adherence to contract terms and conditions and ensuring value for money in this regard. This recommendation is premised on the fact that works of this nature form a part of the country's flood mitigation and vector control programme, which if not effectively and properly executed, may result in grave social and economic harm.
7. It is strongly being recommended that the St. Ann Municipal Corporation prepare and utilize properly structured labour contracts for the award of contracts for the execution of de-bushing and drain cleaning works. It is noted that the OCG's findings have revealed many cases wherein works commence and are completed before contracts are signed by contractors.

Consequently, it is imperative that the Corporation ensures that such contracts are duly signed and completed prior to the commencement of works by a contractor. It is also being recommended that all contracts of this nature are typed rather than hand-written in the interest of transparency and accountability.



8. In an effort to avoid even the slightest perception of political bias, conflict of interest and/or favouritism, the OCG recommends that Members of Parliament and Councillors refrain from making recommendations for the award of contracts to employees, political party affiliates and/or operatives. The OCG is of the considered opinion that where this is permitted, the stain of corruption, favouritism, and cronyism, whether real or perceived, will taint the integrity of the contract, project or programme.
9. It is recommended that the Auditor General's Department conducts an immediate and comprehensive audit of the contract award and procurement practices of the St. Ann Municipal Corporation, in so far as it relates to the implementation and contract award process for CDF projects, contracts and programmes.
10. The OCG strongly recommends that the CDF PMU conducts an audit of and/or closely monitor the process through which projects, programmes, contractors and beneficiaries are selected by the Office of the Member of Parliament, South East, St. Ann, to amongst other things, ensure proper and effective management.
11. Where, however, a GOJ Development Project permits the receipt of recommendations from a Member of Parliament and/or Minister of Government for the engagement of contractors, the suitability of the recommended contractors should be, at a minimum, independently vetted by the Procuring/Implementing Public Body with time being of the essence for completion of the process.
12. Having regard to the false documents labelled as Exhibits "JM1" and "JM2", which were presented to the Contractor General by Mrs. Joan McDonald, who was aided and abetted by Ms. Andrea Smith, who fabricated the said documents, the OCG recommends that a criminal investigation is pursued.



13. Based upon the statutory and common law provisions concerning obstruction and the perversion of the course of justice, the OCG recommends that criminal investigations be pursued and a determination be made as it regards whether the actions of Mr. Richard Lake amounts to interference and/or gives rise to an obstruction.

Mr. Richard Lake persuaded Mrs. Joan McDonald to make a false statement and to mislead the contractor General by making the false statement.

14. The OCG recommends that further criminal investigations be pursued as it regards all 53 contracts as outlined in Appendix 2 of this report, given the findings which bear likeness to a conspiracy to defraud the Government of Jamaica involving (a) the Office of the Member of Parliament, (b) the St. Ann Municipal Corporation and (c) the named contractors.

15. The OCG recommends that criminal investigations be initiated into the involvement and culpability of Ms. Andrea Smith in, *inter alia*, (a) creating a false document (b) aiding and abetting Mrs. Joan McDonald to utter the said false document and (c) the numerous allegations of monies given to her by contractors/facilitators in respect of contracts awarded by the St. Ann Municipal Corporation.

16. The OCG recommends that criminal investigations be initiated into the involvement and culpability of Mr. Ezekiel Russell and all councillors within the St. Ann Municipal Corporation, as it regards, *inter alia*, allegations of the receipt of monies from contractors/facilitators in respect of contracts awarded by the St. Ann Municipal Corporation.



APPENDIX 1

National Works Agency (NWA) 'Standard Construction Rates & Work Item Descriptions which are applied by the St. Ann Municipal Corporation.

St. Ann Parish Council
STANDARD CONSTRUCTION RATES & WORK ITEM DESCRIPTIONS
(ROADWORKS)

ITEM	Work Item	Description of Works	Unit	Rate
1.	Preliminaries			
a.	Allow for Dust Control	Periodic wetting of roadways to mitigate against dust nuisance	Load	\$30,000
b.	Allow for traffic control and safety (depends on nature of project and duration)	The use of caution signs, caution tape, barriers, flagmen, cones etc.	item	Varies depending on project
2.	Bushing			
a.	Bushing & Trimming of Banks (Not exceeding 1.5m wide)	Cut and remove heavy overgrowth, shrubs, weeds and small trees from roadway as directed	m	\$100 to \$200 (based on condition)
b.	Site Clearance	-do-	m ²	\$100-\$150 (based on condition)
c.	Tree Cutting & Stump Removal (Small Trees)	Cut, remove and dispose of whole trees at an approved dump site including the removal of stumps.	No.	\$8,000.00
d.	Tree Cutting & Stump Removal (Medium-sized Trees)	-do-	No.	\$15,000.00
e.	Tree Cutting & Stump Removal (Large Trees)	-do-	No.	\$30,000.00
3.	Drain Cleaning			
a.	Cleaning of concrete curb and channel side drains/ 'V' drains	Remove debris, shrubs, weeds, silt and all other garbage from 'V' drains to allow free flow of water as directed and transport spoil to approved site for disposal.	m	\$150.00
b.	Cleaning of concrete 'U' drain (Storm Water/ Relief Drains/Gullies/Earth drains)	Remove debris, shrubs, weeds, silt and all other garbage from 'U' drains to allow for free flow of water as directed and transport to approved site for disposal.	m ²	\$1,800.00 to \$2,500 (depends on condition of drain)
c.	Clean Blocked Culvert (450mm Diameter)	Remove debris, shrubs, weeds, silt and all other garbage, to allow flow conditions and dispose of debris at an approved dump site.	m	\$1,000.00
d.	Clean Blocked Culvert (600mm Diameter)	-do-	m	\$1,300.00
e.	Clean Blocked Culvert (900mm Diameter)	-do-	m	\$1,850.00
f.	Clean Blocked Culvert (1200mm Diameter)	-do-	m	\$2,500.00
g.	Cleaning of Outlets	-do-	No.	\$2,500.00
h.	Cleaning of catch basin	-do-	No.	\$5,000.00



ITEM	Work Item	Description of Works	Unit	Rate
4.	Preparation			
a.	Potholes (squaring off, inclusive of sheet patching)	Cut and shape potholes and deteriorated sections of roadway in preparation marling and patching as directed	m ²	\$250.00
b.	Scarifying	Provide equipment and labour to prepare formation level by scarifying and shaping of existing road surface and remove excess from site as directed	m ²	\$300.00
c.	Marling	Provide marl of approved quality, transport, spread and levelled, watered and compact in layers (not exceeding 225mm each) to include roll in falls	m ³	\$3,000.00
5.	Asphalting			
a.	Double Surfacing	Provide materials and transportation; prepare and apply double surface dressing consisting of one coat 85/100 bitumen at a rate of 1.10 to 1.30 litres per square meter topped with a layer of 19 mm nominal aggregate at 24 kg per square meter with a second coat consisting of 85/100 bitumen at a rate of 0.90 to 1.10 litres per square meter. Spread with a layer of 9 mm nominal aggregate at 12 kg per square meter and compacted as specified.	m ²	\$2,500.00
b.	Asphaltic Concrete	Provide asphaltic concrete mix and transport to site, including labour to set out, removal of dust or deleterious material, tack coat application, lay, screed and compact asphaltic concrete [stated thickness in mm]	m ²	\$3,200.00
6.	Construction of Drains			
a.	Construction of kerb and channel	Construct concrete kerb and channel drain comprising of concrete base and kerb blocks comprising reinforced concrete 150 mm thick, including all necessary formwork, excavation and disposal required all as per design and as specified.	m	\$4,800.00
b.	Construction of "V" drain	Construct "V" drain 450mm - 600mm wide [or other stated width] comprising of 21 Mpa fiber reinforced concrete 150 mm thick, including all necessary formwork, excavation and disposal required all as per design and as specified.	m	\$6,100.00
c.	Construction of "U" drain	Construct concrete "U" drain comprising of concrete base, concrete blinding, concrete block walls with all cavities filled with concrete, reinforcing bars in base and blockwalls, formwork,	m	\$28,000.00



		rendering, including all necessary excavation, backfilling and disposal of surplus excavated material and all other incidentals required to construct [size of drain stated in mm] U drain all as specified.		
d.	Construction of Asphaltic cross drain	Provide material and transportation to Construct asphaltic concrete cross drain 38mm thick on prepared base (measured separately), shape and profile to be as agreed with the Engineer.	m ²	\$3,200.00
e.	Construction of concrete cross drain	Provide equipment, materials and labour to construct concrete cross drain as directed by the Engineer.	m ²	\$6,000.00
f.	Construction of earth drain	Excavate and get out, trim sides of excavation to construct earth drain and dispose excavated at an approved dump site.	m ³	\$2,500.00
g.	Construction of Rip Rap Drain	Provide material, Transportation and labour to Construct rip-rap comprising 150mm thick 21 Mpa concrete mm laid on prepared base (measured separately), 100mm - 150mm diameter limestone rocks laid and jointed in cement and sand (1:3) mortar all as specified and to the satisfaction of the Engineer.	m ²	\$8,000

N.B ..For items not listed on this schedule of rates we refer to National Works Agency(NWA) Standard construction Rates 2014



APPENDIX 2

The below represented table was constructed by the OCG and outlines details extracted from contract and payment document which were issued by the St. Ann Municipal Corporation Council in respect of ‘group payments’ to certain individuals described as “collectors”.

Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
1	Blyden Brown	December 6, 2013	December 6, 2013 through to December 16, 2013	Provide labour and tools (machete Shovel, hoe, rake etc.) Debush and remove heavy overgrowth from both sides of road way and side drains, excavate , debris and garbage to clean and clear side drains outlets cross drains and relief drains. Gather and heap spoils and cart away same from site	CDF S/E Special Employment 2013	950m @ \$300	December 18, 2013	285,000.00	285,000.00	Not signed	The signature of payee and his TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann’s Bay on December 19, 2013.	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Work done through sections of Clapham... Epping Gas Station to Lice Road, Road side to Golden Grove, Barclays, Mile end to the Square, The ...in Claremont, Steerfield to ...Crossing								
2.	Blyden Brown	May 15, 2015	May 15, 2015 to May 20, 2015	Provide labour Tools (machete Shovel etc.) De-bush drain embankment. Excavate in silt debris and spoils to clean and clear side drain, outlets and water table. Gather, heap and remove spoils as directed. Work done from road to Anglican	Parochial Revenue Fund	320m @ \$250	May 28, 2015	80,000.00	80,000.00	Janet Henry	The signature of payee and his TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on May, 29,2015	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Church Hall, Drain at Claremont Post Office, Sanitary Convenience, and from Clinic ... to rural retreat.								
3	Blyden Brown	March 30,2015	March 30,2015 through to March 31,2015	Provide labour and tools de-bush and remove heavy overgrowth from tank compound Gather, heap and remove same as directed. Work done at Claremont... tank compound to Tank Street Claremont	Parochial Revenue Fund	Not stated	April 10, 2015	\$18,000.00	18,000.00	Janet Henry	The signature of payee and his TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on April 10,2015	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
4	Donnette Hamilton	December 3, 2012	December 3, 2012 through to December 12, 2012	Provide labour and tools machete Shovel, hoe, pickaxe rake Debush and remove heavy and thick overgrowth from both sides of roadway and side drains. Excavate into accumulated silt and debris to clean and clear side drains and outlets. Gather and heap spoil and cart away same from site as directed. Work done Prosper Hall to Jamaica Broilers Brittonville to Lumsden, Ferncourt to Beechamville, Clock to Cemetery, Golden Grove to Main Road, Ramble Phone	CDF Infrastructure & Repair	250m @\$200	December 17, 2012	500,000.00	500,000.00	Alwyn Brown	The signature of payee and her TRN appear to be affixed on the back of the cheque. The Cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18, 2012.	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Booth, Cemetery to Coultart, Lime Hall to Higgin Town, along sections of main road.								
5	Donnette Hamilton	June 8, 2015	June 8, 2015 to June 12, 2015	Provide labour and tools machete Shovel etc. De-bush drain embankment Excavate in silt, debris and spoils to clean and clear side drains, outlets and water table, gather heap and remove spoils from site as directed. Work done ... Rural retreat to from	Parochial Revenue Fund	360m @ \$250	June 18, 2015	90,000.00	90,000.00	Janet Henry	The signature of payee appears to be affixed on the back of the cheque. The Cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on June 19, 2015.	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Ms. Lee Street to Lewis... gate, Lewis ...gate to ...along sections of roadway leading to entrance of Coultart Road.								
6.	Roderick Riley	December 8,2014	December 8,2014 through to December 12,2014	Provide labour and tools machete Shovel etc. De-bush drain embankment Excavate in silt, debris and spoils to clean and clear side drains, outlets and water table, gather heap and remove spoils from site as directed. Work done at Lice Road, Mango Tree, Golden Grove, Johnson Town, Coffee walk , Prosper Hall , Green Park	CDF	1540m@\$2 50	December 17, 2014	385,000.00	385,000.00	Alwyn Brown	The signature of payee and his TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18,2014	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
7	Roderick Riley	December 6,2013	December 6,2013 through to December 12,2013	Provide labour and tools machete Shovel etc. De-bush drain embankment Excavate in silt, debris and spoils to clean and clear side drains, outlets and water table, gather heap and remove spoils from site as directed. Work done from Claremont cemetery to Coultart Road. Beechamville to Fern Court gate, Claremont main road and Prosper Hall, Higgin Town to Green Park.	CDF S/E Special Employment 2013	1083.33m @ \$300	December 20, 2013	324,999.00	324,999.00	Janet Henry	The signature of payee and his TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 23, 2013	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.
8.	Roderick Riley	August 14,2012	August 14,2012 through to August 17,2012	Provide labour and tools: rake, hoe, broom, machete. De-bush and remove heavy overgrowth	Parochial Revenue Fund	350 ^m @ \$200	August 23,2012	70,000.00	70,000.00	Alwyn Brown	The signature of payee appears to be affixed on the back of the cheque. The	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				from both sides of roadway,...outlets and relief drains. Gather and heap spoils and cart away from site as directed. Work done at Rd #82 Brood Street.							cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on August 24,2012	the St. Ann Municipal Corporation.
9	Roderick Riley	December 3,2012	December 3,2012 through to December 12,2012	Provide material, labour tools (Pickaxe , shovel, wheel barrow Excavate into Asphalt & debris , Cut and shape potholes and deteriorated sections of roadway as directed , gather heap spoils and cart away same from site as directed. Gather and spread rough marl and compact same	CDF Infrastructure & Repair	187.5m ² @\$160 20m ³ @2000 43.75m ²	December 17, 2012	137,200.00	140,000.00	Alwyn Brown	The signature of payee and his TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18, 2012	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				in preparation for patching. Apply... spread and compact Asphaltic Work done at Road # 82 Brood Street (sections throughout street)		@ 1600						
10.	Roderick Riley	December 3, 2012	December 12, 2012 through to December 12, 2012	Provide material labour and tools, i) Clean wall surface as directed. Prepare and mix... lime and apply same to side walls and... walls in 2 coats as directed. ii) clean wall surface as directed. Prepare and mix oil paint and apply same to wall surface in	CDF Infrastructure & Repair	467m @ \$150 399.8m ² @ \$250	December 17, 2012	166,600.00	170,000.00	Alwyn Brown	The signature of payee and his TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18, 2012	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				2 coats as directed. Work done from Claremont clock to gas station, clock to cemetery, HEART to Beechamville bus stop, Claremont clock to Fern Court and Golden Grove main road.								
11	Roderick Riley	March 27, 2013	March 19, 2013 to March 26, 2013	Provide material labour and tools pick axe, Shovel, Wheel barrow Excavate into silt and debris. Cut out same to clean and clear side drains and outlets as directed. Gather and spread rough marl and compact same along deteriorated	Parochial Revenue Fund	\$45,000.00 46.5m @2000	March 28, 2013	\$135,240.00	\$138,000.00	Alwyn Brown	The signature of payee appears to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on March 28, 2013.	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				sections of road way as directed Work done at Rd #83 Harmony Hall (throughout street)								
12.	Roderick Riley	March 18, 2014	March 19, 2014 through to March 19, 2014	Provide labour and tools (pickaxe, rake, shovel, wheelbarrow, etc.) To gather, spread and compact asphaltic concrete to prepared sections of road surfaces... Work done at Hill Sixty Village...Golden Grove to sections of roadway	Parochial Revenue Fund	150m2 @ \$1000	March 18, 2014	\$147,000.00	\$150,000.00	Janet Henry	The signature of payee and his TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on March 21, 2014.	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation
13.	Roderick Riley	September 11, 2014	September 12, 2014 through to September 17, 2014	Provide labour and tools (wheelbarrow, asphalt, rake, etc.)	Parochial Revenue Fund	130m2 @ \$800	September 26, 2014	101,920.00	104,000.00	Janet Henry	The signature of payee and his TRN appear to be	The Payment Voucher was stamped as having been examined by



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Apply...spread compact asphaltic concrete along prepared sections of roadway as directed. Work done at Road 291, Rural Retreat along sections of roadway							affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on September 26, 2014	the Internal Audit Dept.
14	Roderick Riley	May 13,2013	May 13,2013 through to May 14,2013	Provide labour and tools (pickaxe, shovel, hoe and wheelbarrow) Excavate in heavy silt and debris. Get...some to clean and clear storm water drain. Gather and heap spoils and cart away spoils from side as directed. Work done at Road 85 Harmony Hall in vicinity of Ferncourt High	Parochial Revenue Fund	None stated	May 24, 2013	68,000.00	68,000.00	Sandrina Duncan	The signature of payee and his TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on May 24, 2013	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				back gate								
15	Roderick Riley	July 31,2013	July 22,2013 through to July 25,2013	Provide labour and tools (machete, rake, wheelbarrow) Debush and remove heavy overgrowth from both sides of roadway and side drains, gather and heap spoils and cart away same from site as directed. Work done at Harmony Hall throughout street, Road #78	Parochial Revenue Fund	None stated	August 12, 2013	55,000.00	55,000.00	Sandrina Duncan	The signature of payee appears to be affixed on the back of the cheque. The cheque was also stamped by the National Commercial Bank, Ocho Rios, on August 19, 2013	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation
16	Roderick Riley	March 10, 2014	March 11, 2014 through to March 11,2014	Provide labour and tools (pickaxe,...shovel, wheelbarrow, etc.) To gather, spread and...asphaltic concrete to prepared sections of road surfaces bended with...as directed.	Parochial Revenue Fund	150m 2 @ \$1000	April 4, 2014	147,000.00	150,000.00	Janet Henry	The signature of payee and his TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Work done at Rocky Hill Village Street Golden Grove							on April 4, 2014	
17	Roderick Riley	September 26,2013	September 26,2013 through to October 10,2013	Provide labour and tools (machete, rake, wheelbarrow, hoe, pickaxe) De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate in heavy silt debris and garbage. Get out same to re-open and clear blocked outlets and drains and relief drains. Work done along sections of Ogle and Harmony Hall roads	Parochial Revenue Fund & Equalization Fund	Not stated	October 24, 2013	130,000.00	130,000.00	Alwyn Brown	The signature of payee and his TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on October 25, 2013.	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation
18	Roderick Riley	September 20,2013	September 20,2013 through to September 24,2013	Provide labour and tools (machete, labour and tools) De-bush and	Equalization Fund	Not stated	October 3, 2013	48,000.00	48,000.00	Alwyn Brown	The signature of payee and his TRN appear to be affixed on	There is no indication that this contract or Payment Voucher was Examined by



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				remove heavy overgrowth from both sides of roadway and side drains. Excavate into heavy silt and debris to clear excessive soil from embankment as directed. Gather and heap spoils and cart away same from side. Work done at Crescent...Golden Grove throughout road							the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on October 4, 2013.	the Internal Audit Dept. of the St. Ann Municipal Corporation.
19	Roderick Riley	September 12,2012	September 12,2012 through to September 15,2012	Provide labour and tools (machete, rake, wheelbarrow) De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into heavy accumulated silts and debris to re-open outlets and	Parochial Revenue Fund	Not stated	September 27,2012	71,000	71,000	Alwyn Brown	The signature of the payee appears to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				relief drains. Gather and heap spoils and cart away same from site as directed. Work done at Harmony Hall Claremont							September 28, 2012	
20.	Roderick Riley	No contract seen	No contract seen	No contract seen		No contract seen	March 1, 2012	83,288.24	No Payment Voucher seen	No contract seen	The signature of the payee appears to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on March 2, 2012	No Payment Voucher seen
21	Roderick Riley	No contract seen	No contract seen	No contract seen		No contract seen	February 1, 2013	134,260.00	No Payment Voucher seen	No contract seen	The signature of the payee appears to be affixed on the back of the cheque. The cheque was	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
											also stamped by the Bank of Nova Scotia, St. Ann's Bay on February 1, 2013.	Municipal Corporation.
22.	Reginald Christie	December 8, 2014	December 8, 2014 through to December 12, 2014	Provide labour and tools (machete, rake, shovel, etc.) De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear outlets, cross drains and relief drains. Gather, heap and remove spoils from site as directed. Work done throughout sections of Lumsden, Johnny Spring,	CDF	1600m@\$250	December 17, 2014	400,000.00	400,000.00	Alwyn Brown	The signature of the payee appears to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18, 2014.	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



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				Higgin Town, Ferncourt Street, Beechamville, Golden Grove main road, Bumper Town to Coultart Grove								
23.	Sandra Garrick	December 3, 2012	December 3, 2012 through to December 12, 2012	Provide labour and tools (machete, shove, hoe, pickaxe, rake) Debush and remove heavy and thick overgrowth from both sides of roadway and side drains. Excavate into accumulated silt and debris to clean and clear side drains and outlet. Gather and heap spoil and cart away same from site as directed. Work done at Heart to Beechamville, UDC Pond to	CDF Infrastructure & Repairs	2100m @ \$200	December 17, 2012	420,000.00	420,000.00	Alwyn Brown	The signature of the payee appears to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18, 2012.	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Heart, Building to Pond, Orange Park to Hind Town Bus stop, Green Park Poultry...Claremont. Prosper Hall Higgin Town to Culture Gate. Work done along sections of main road								
24.	Sandra Garrick	October 9,2013	October 7,2013 through to October 9,2013	Provide labour and tools To shovel and clean debris from, cracked kerb and channel, break up and remove damaged channel, cart away excavated material and debris. Barrow and spread sand to form, sand bed...and deposit concrete. 1:2:4 to form concrete, channel steel	Parochial Revenue Fund	Not stated	October 17,2013	199,600.00	200,000.00	Sandrina Duncan	The signature of the payee appears to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on October 18,2013	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



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				float finish to make good as directed work done in sections. Work done at Road #133 Higgin land Work done approximately 100m from intersection with steep hill								
25.	Sandra Garrick	December 8, 2014	December 8, 2014 to December 12, 2014	Provide labour and tools (Machete, Rake, Shovel etc.) de-bush heavy overgrowth from both sides of roadway and side drains, excavate in silt debris- garbage to clean and clear outlet, relief drains and cross drains, gather heap and cart away spoils as directed from work site. Work done throughout	CDF S/E Infrastructure Repairs	1660m@\$250	December 16, 2014	415,000.00	415,000.00	Alwyn Brown	The signature of the payee and TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18, 2014.	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				sections of Ramble, Faiths Pen, Moneague Town, Walkerswood, Hadden Castle Kelly, Turnberry, Jeffreyville, Mt. Weddy								
26.	Joan McDonald	December 6,2013	December 6,2013 through to December 17,2013	Provide labour and tools (Machete, hoe, Rake, Shovel etc.) de-bush heavy overgrowth from both sides of roadway and side drains, excavate in silt debris- garbage to clean and clear outlet, relief drains and cross drains, gather heap and cart away same from site. Work done throughout Green Park to Higgin Town Main Road	CDF S/E Special Employment 2013	1383 m @\$300	December 19, 2013	414,900.00	414,900.00	Janet Henry	The signature of the payee appears to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 20, 2013.	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



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27.	Angella Jarrett	July 27, 2015	August 3, 2015 through to August 7, 2015	Provide labour and tools (machete, rake, broom etc.) Cut and remove heavy overgrowth, shrubs and small trees from cemetery compound. Gather heap and remove same as directed from site. Work done at Claremont cemetery.	Parochial Revenue Fund	440m2 @ \$250	August 13, 2015	110,000.00	110,000.00	Janet Henry	The signature of the payee and TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on August 14, 2015	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.
28	Lydia Morris	October 2, 2013	October 2, 2013 through to October 2, 2013	Provide labour and tools to de-bush heavy overgrowth and paint directional sign as directed. Work done at the entrance to Bensonton and Prickley Pole. Road #89 right at the directional sign.	Parochial Revenue Fund	Not stated	November 8, 2013	19,600.00	20,000.00	Sandrina Duncan	The signature of the payee and TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on November 8, 2013	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



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29	Lydia Morris	December 6, 2013	December 5, 2013 through to December 12, 2013	Provide labour and tools (machete, shovel, hoe, rake, etc.) De-bush and remove heavy overgrowth from both sides of roadway and side drain. Excavate into silt, debris, and garbage and clean and clear side drains, outlets from drains and relief drains. Gather and heap spoils and cart away from site. Work done throughout sections of main road from HEART to Beechamville, ...to Johnson Town , Golden Grove main road, Prosper Hall to Jamaica Poultry... and from Bumper	CDF Special Employment	1633m@\$3 00	December 19, 2013	489,900.00	489,900.00	Janet Henry	The signature of the payee and TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 20, 2013	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



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				Town to Ramble.								
30	Lydia Morris	November 29, 2012	November 29, 2012 through to December 6, 2012	Provide labour and tools(machete, shovel, wheelbarrow, pickaxe) De-bush and remove heavy and thick overgrowth from both sides of roadway and side drains. Excavate into heavy accumulated silt and debris get out to some to clean and clear side drains and outlets. Gather and heap spoils and cart away same from site as directed. Work done throughout Rd #86 Bellymony	Parochial Revenue Fund	750m @ \$200	December 10, 2012	150,000.00	150,000.00	Alwyn Brown	The signature of the payee and TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18, 2012.	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Rd #333 Cawley and sections of the Alderton main road.								
31	Lydia Morris	December 12,2012	December 4,2012 through to December 7,2012	Provide labour and tools (machete, rake, shovel, wheelbarrow and hoe) De-bush heavy and thick overgrowth from both sides of roadway and side drains. Excavate into heavy accumulated silt and debris, get out same to clean and clear side drains and outlets. Gather and heap spoils and cart away same from site as directed. Work done at New Road Savannah, Nine Mile, Pedro, Bensonton,	CDF Infrastru cture and Repairs	1500m@ \$200	December 17,2012	300,000.00	300,000.00	Alwyn Brown	The signature of the payee and TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18, 2012.	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



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				New Hall (sections throughout street)								
32.	Lydia Morris	December 5,2013	December 5,2013 through to December 12,2013	Provide labour and tools (machete, rake, broom etc.) Bush road bank from both sides of roadway and side drains. Excavate into silts, debris and spoils and clean and clear side drains, outlets, cross drains and relief drains and cart away spoils. Work done at Concord Road Savannah to Nine Palm...along sections of roads	Parochial Revenue Fund	920m@\$25 0	February 5,2014	230,000.00	230,000.00	Janet Henry	The signature of the payee and TRN appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on February7, 2014.	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.
33.	Beverly Sinclair	December 6,2013	December 6,2013 through to December 16,2013	Provide labour and tools (machete, rake, shovel, hoe, wheelbarrow) De-bush and remove heavy	CDF Special Employment	1125m@\$3 00	December 19, 2013	337,500.00	337,500.00	Janet Henry	The signature of the payee appears to be affixed on the back of the	There is no indication that this contract or Payment Voucher was Examined by the Internal



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear side drains, outlets, cross drains and relief drains. Gather and heap spoils and cart away same from site. Work done throughout sections of Golden Grove from main road to...Steerfield and... Carlton Mountain to Church of God Claremont Harmony Hall Street, Coultart Road to ...Shop and Crawl Pen							cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 20, 2013.	Audit Dept. of the St. Ann Municipal Corporation.
34	Oswald Jarrett	May 16,2014	May 16,2014 through to May 22, 2014	Provide tools and labour (machete, rake, Hoe, etc.) Debush and remove heavy	Parochial Revenue Fund	Not stated	May 6, 2014	50,000.00	50,000.00	Janet Henry	The signature and TRN of the payee appear to be affixed on	The Payment Voucher was stamped as having been examined by the Internal



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				overgrowth from cemetery area as directed. Gather heap and remove spoils as directed. Work done at Claremont cemetery.							the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on June 6, 2014.	Audit Dept.
35	Douglas Anderson	July 27,2012	July 27,2012 through to August 3, 2012	Provide labour material and tools (scraper, paint and brush) Scrape and clean old temper line and paint from wall surface. Prepare and mix oil paint and temper line where applicable and apply to wall surface including curb walls as directed. Work done at Claremont cemetery to clock, Harmony	CDF Labour Day Project 2012	1187.5m@ \$160	August 10,2012	186,200.00	190,000.00	Alwyn Brown	The signature of the payee appears to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on August 10,2012	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Hall entrance to Ferncourt to clock and Claremont to gas station.								
36	Kadeon Grant	February 13,2012	February 13,2012 through to February 17,2012	<p>Provide labour and tools</p> <p>Fabricate and erect form work for decking</p> <p>Cut 12.5mm bars and 6mm links to required length fabricate and erect steel caging for decking as directed.</p> <p>Prepare and mix 1.36 concrete, pour and settle to form concrete decking as directed. Work done at Pedro Water Supply Extension</p>	CDF	<p>7.28m2 @ \$1200</p> <p>200kg @\$50</p> <p>4m³ @\$6000</p>	June 1,2012	41,881.28	42,736.00	Alwyn Brown	The signature of the payee appears to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on June 1, 2012.	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Project								
37	Kadeon Grant	December 14,2015	December 15,2015 through to December 17,2015	Provide labour and tool: Machete, rake, shovel, wheel borrow etc.) De-bush and remove heavy overgrowth from both sides of roadway and side drains, and relief drains. Gather heap and remove same from site as	Not stated	1600m@\$2 50	No cheque provided	No cheque provided	400,000.00	Janet Henry	No cheque provided	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				directed. Work done throughout Pedro River, Spring Hill, Concord Road, Sections of Bensonton.								
38	Kadeon Grant	December 16, 2012	December 16, 2012 through to December 19, 2012	Provide material, labour and tools (pickaxe, Shovel, wheelbarrow, hoe) excavate into asphalt and debris, cut and shape pot holes and deteriorated sections of roadway for rehabilitation... Prepare and mix 1:3:6 concrete, pour and settle to fill potholes ... sections of road way as directed.	Not stated	600m ² @ \$160 13.5m ³ @ \$12000	No cheque provided	Payment Voucher indicates 252,840.00 was disbursed	258,000.00	Alwyn Brown	No cheque provided	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
39	Kadeon Grant	December 9,2014	December 9,2014 through to December 12,2014	Provide labour and tools (machete, shovel, hoe etc.) De-bush and remove heavy overgrowth from both sides of roadway and side drains cut small trees and overhanging branches. Gather and heap spoils and cart away same from site as directed. Work done throughout sections of...to Cawley, Savannah Bensonton to Drumily, Cowley to Golden Spring Top, Prickley Pole, Eight Mile to Nine Mile, Pedro River to Concord Rd to Woodstock, Drumily to	Not stated	1920m @ \$250	No cheque provided	The Payment Voucher indicates that 480,000.00 was disbursed.	480,000.00	Janet Henry	No cheque provided	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Harmony Vale								
40	Ivy Clarke Robinson	December 8, 2014	December 8, 2014 through to December 12, 2014	<p>Provide material, labour and tools (white lime, machete, shovel, etc.)</p> <p>De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear outlets, cross drains and relief drains. Gather, heap and cart away spoils from site as directed.</p> <p>Scrape and clean walls, prepare and mix</p>	Not stated	<p>1380m @ \$250</p> <p>650 m² @ \$200</p>	December 16, 2014	465,500.00	475,000.00	Alwyn Brown	The signature and TRN of the payee appear to be affixed on the back of the cheque. The cheque was also stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18, 2014	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				temper line and apply in three coats of same to curb walls and parapet walls as directed. Work done throughout sections of Beechamville to Claremont main street, Golden Grove Square and Moneague Town.								
41	Lincoln Dennis	December 6, 2013	December 6, 2013 through to December 12, 2013	Provide labour and tools (machete, shovel, wheelbarrow, rake, etc.) De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear side drains, outlets, cross drains and	Not stated	1300m @ \$300	December 19, 2013	390,000.00	390,000.00	Janet Henry	The signature of the payee does not appear on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, Ocho Rios on December 20, 2013	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				relief drains. Gather and heap spoils and cart away same from site as directed. Work done at College Gate to... Greerfield to Moneague...Jef freyville to Gibraltar...to college gate								
42	Bethan Gayle	December 10,2013	December 6,2013 through to December 10,2013	Provide labour and tools. De-bush and remove heavy overgrowth from both sides of roadway and side drain. Excavate into heavy accumulated silt debris to clean and clear side drains and outlet and cart away spoils from site as directed. Work done at four road intersections – Exchange, Mile	Not stated	1875 m@ \$200	December 19,2013	375,000.00	375,000.00	Sandrina Duncan	The signature and TRN of the payee appear to be affixed on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, St. Ann's Bay on December 20,2013	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				End, Davis, Chalky Hill, Breadnut Hill, Harrison Town, Friendship and Tach Hill								
43	Babbeth Hanniford	December 8,2014	December 8,2014 through to December 12,2014	Provide labour and tools (machete, shovel, hoe, etc.) De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear outlets, cross drains and relief drains. Gather and heap spoils and cart away same from site as directed. Work done throughout sections of New Hill, York	Not stated	1900m@ \$250	December 17,2014	475,000.00	475,000.00	Alwyn Brown	The signature and TRN of the payee appear to be affixed on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18,2014	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Castle, York Bensonton, Corner Shop, Cross...Drumilly and Cowley								
44.	Vernon Williams	December 6,2013	December 6,2013	Provide labour and tools (machete, shovel, hoe, rake, wheelbarrow, etc.) De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear side drains, outlets, cross drains and relief drains. Gather and heap spoils and cart away same from site as directed. Work done	Not stated	1333.3m @ \$300	December 19,2013	399,990.00	399,990.00	Janet Henry	The signature of the payee appears to be affixed on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, St. Ann's Bay on December 20,2013	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				throughout sections of River Head, Great River, Blackstoned, Walkerswood, 1 Mile Road, Highway from Moneague to Walkerswood, Roundabout in Moneague								
45	Patricia Clarke	December 6,2013	December 6,2013 through to December 12,2013	Provide labour and tools (machete, shovel, wheelbarrow, rake, etc.) De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear side drains, outlets, cross drains and relief drains. Gather and heap spoils and cart away same	Not stated	1200m@ \$300	December 19,2013	360,000.00	360,000.00	Janet Henry	The signature of the payee appears to be affixed on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, St. Ann's Bay on December 20,2013	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				from site as directed. Work done from ...to Walkerswood to...Faiths main road, Castle Kelly to Mount Weddy								
46	Nicolette Keene	December 9, 2014	December 9, 2014 through to December 15, 2014	Provide labour and tools (machete, wheelbarrow, hoe, etc.) De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear outlets, cross drains and relief drains. Gather and heap spoils and cart away same from site as directed. Work done throughout sections of	Not stated	1900m@\$2 50	December 16, 2014	475,000.00	475,000.00	Alwyn Brown	The signature of the payee appears to be affixed on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18, 2014.	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Grierfield, Moneague College gate to...gate...Hop evale, Swansea to Fern Gully and Clapham								
47	Elsie Fullerton	December 9,2014	December 9,2014 through to December 15,2014	Provide labour and tools (machete, rake, hoe, etc.) De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear side drains, outlets, cross drains and relief drains. Gather and heap spoils and cart away same from site as directed. Work done throughout sections of Dunneville, Snow Hill,	Not stated	1600m@\$2 50	December 16,2014	400,000.00	400,000.00	Alwyn Brown	The signature and TRN of the payee appear to be affixed on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, St. Ann's Bay, on December 18,2014	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				...Orange Hall, Hopfield and Davis Town								
48	Lenworth Vassell	December 10,2013	December 6, 2013 through to December 10,2013	Provide labour and tools. De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear side drains, outlets, cross drains and relief drains. Gather and heap spoils and cart away same from site as directed. Work done at Road #6 Salisbury 13	CDF Allocation Special Employment	1875m@ \$200	December 19,2013	375,000.00	375,000.00	Sandrina Duncan	The signature and TRN of the payee appear to be affixed on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, St. Ann's Bay on December 20,2013	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
				Cottage, 17 New Hope, 218 Williams Bush								
49	Delton Walker	December 16,2013	December 6,2013 through to December 13,2013	Provide labour and tools. De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear side drains, outlets, cross drains and relief drains. Gather and heap spoils and cart away same from site as directed. Parry Town to Beecher Town	Not stated	950m @\$400	December 19,2013	380,000.00	380,000.00	Sandrina Duncan	The signature of the payee appears to be affixed on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, St. Ann's Bay on December 20,2013	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
50	Clovis Gohagen	December 6,2013	December 6,2013 through to December 16,2013	Provide labour and tools (machete, shovel, hoe, rake, wheelbarrow, etc.) De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear side drains, outlets, cross drains and relief drains. Gather and heap spoils and cart away same from site as directed. Work done throughout sections of Pedro,...and McDowell	Not stated	1000m@ \$300	December 19,2013	300,000.00	300,000.00	Janet Henry	The signature of the payee appears to be affixed on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, St. Ann's Bay on December 20, 2013.	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
51	Winston Gordon	December 8, 2014	December 8, 2014 through to December 12, 2014	Provide labour and tools (machete, wheelbarrow, shovel, etc.) De-bush and remove heavy overgrowth from both sides of roadway and side drains. Excavate into silt, debris and garbage to clean and clear side drains, outlets, cross drains and relief drains. Gather and heap spoils and cart away same from site as directed. Work done throughout sections of Harmony Vale, Pedro...Port George to Pedro, Alderton, Savannah to...	Not stated	1200m@\$250	December 17, 2014	300,000.00	300,000.00	Alwyn Brown and Janet Henry	The signature and TRN of the payee appear to be affixed on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, St. Ann's Bay on December 18, 2014	The Payment Voucher was stamped as having been examined by the Internal Audit Dept.

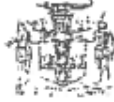


Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
52	Paulette Grant	December 6, 2013	December 6, 2013 to December 12, 2013	Provide labour and tools (Machete, shovel, Hoe, Rake etc.) De-bush heavy overgrowth from both sides of roadway and side drains excavate into silt, debris and garbage to clear side drains, outlets, cross drains and relief drains. Gather and heap spoils and cart away same from site. Work done throughout sections of Drumilly main road, Cross Road to Corner shop, Savannah to Dwayne shop, ...to and Bensonton to Cross Road	CDF Special Employment	1600m @ \$300	December 19, 2013	\$480,000.00	\$480,000.00	Janet Henry	The signature of the payee appears to be affixed on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, St. Ann's Bay on December 2, 2013.	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.



Rec.	Name of Contractor	Contract Date	Contract Duration	Contract Description	Source of Funds	Quantity and Rate	Cheque Date	Cheque Value \$	Amount reflected on Contract \$	Name of Officer Who endorsed work as satisfactorily Completed	Remarks Re: the collection of the Cheque	Examination by Internal Auditor
53.	Ezekiel Russell	November 22, 2011	November 23, 2011 to December 5, 2011	Provide labour and tools. Excavate in earth, stones, rocks and ...to open trenches for community water pipeline. From Primary School entrance to John crow gully.	CDF	328 @\$350	December 8, 2011	\$112,504.00	\$114,800.00	OCG unable to determine.	The signature of the payee appears to be affixed on the back of the cheque. The cheque was stamped by the Bank of Nova Scotia, St. Ann's Bay on December 9, 2011.	There is no indication that this contract or Payment Voucher was Examined by the Internal Audit Dept. of the St. Ann Municipal Corporation.

APPENDIX 3



Hon. Lisa Hanna, MP

South East St. Ann ■ Main Street, Claremont PO ■ St. Ann ■ (876) 972-3340 ■ southeast.stann@gmail.com

December 17, 2013.

Mr. Ivor Earle
Superintendent, Roads and Works
St. Ann Parish Council
St. Ann's Bay
St. Ann

Dear Mr. Earle,

Please see additional names for which permission is being given for payment to be made to under the current Christmas Bushing and Beautification Program.

1. Mrs. Joan McDonald - \$415,000.00
2. Mrs. Paulette Grant - \$480,000.00
3. Mr. Lincoln Dennis - \$400,000.00
4. Ms. Patricia Clarke - \$360,000.00
5. Ms. Lydia Morris - \$490,000.00
6. Mr. Roderick Riley - \$325,000.00

Should you have need for further information, please feel free to contact me at the above number or Ms. Andrea Smith at 438-5396.

Sincerely,


Lisa Hanna, MP
South East St. Ann

APPENDIX 4



Hon. Lisa Hanna

South East St. Ann Mainstreet, Claremont PO St. Ann (876) 972-3340 or 446-4985 www.lisahanna.com or
southeast.stann@gmail.com

Nov 11, 2013

December 18, 2013

Mr. Alfred Graham
Secretary Manager
St. Ann Parish Council
St. Ann's Bay



Dear Mr. Graham,

Re: Bill Payment

Please be advised that this letter supersedes my previous letters following the submission, approval and disbursement of CDF, Local Government and Vector program funding a number of persons were contracted. I am cognizant of the amount of persons that is to be paid however, interest of time I am kindly requesting the council to honor bills made up for the listed persons:

Constituency Development Fund Special Employment				
Division	Amount	Payee		
Beecher Town	\$750,000	Bethan Gayle Lenworth Vassell		
Claremont	\$108,500	Beverly Sinclair Joan McDonald Lydia Morris		
Bensonton	\$565,000	Lydia Morris Paulette		
Moneague	\$750,000	Lincoln Dennis Patricia Clarke		
Vector Control				
Moneague	Vernon Williams	\$400,000		
Beecher Town	Denton Walker	\$380,000		
Claremont	Rodedrick Riley	\$337,500		
Bensonton	Clovis Gohangen	\$300,000		

→ A.T.O. A

Should you have any questions comments please contact my office or me directly.

Sincerely,


Lisa Hanna


Cc: Spt Ivor Earle



DF.
Sept
F.Y.I.
(D)
19/10/13

Ant. Supt. Brown
w/o Duncan
w/o Henry

F.Y.I.


28/12/13

ST ANN
PARISH COUNCIL
SUPT. RDS. & WKS. DEPT.
SUPT. RDS. & WKS. DEPT.
PARISH COUNCIL
ST. ANN

APPENDIX 5

17-16



Hon. Lisa Hanna

South East St. Ann ■ Mainstreet, Claremont PO ■ St. Ann ■ (876) 972-3340 or 446-4985 ■ www.lisahanna.com or
southeast.stann@gmail.com

December 18, 2013

Mr. Alfred Graham
Secretary Manager
St. Ann Parish Council
St. Ann's Bay



Dear Mr. Graham,

Re: Bill Payment

Following the submission, approval and disbursement of CDF, Local Government and Vector program funding a number of persons were contracted. I am cognizant of the amount of persons that is to be paid however, interest of time I am kindly requesting the council to honor bills made up for the listed persons:

1. Bethan Gayle
2. Lenworth Vassell
3. Joan McDonald
4. Paulette Grant
5. Lincoln Dennis
6. Patricia Clarke
7. Lydia Morris
8. Roderick Riley

Should you have any questions comments please contact my office or me directly.

Sincerely,

Lisa Hanna

Cc: Spt Ivor Earle



Supt.
S/F.
ced F. Y. A.
12 13

APPENDIX 6

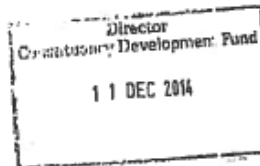


Lisa Hanna, MP

South East St. Ann & Main Street, Claremont PO & St. Ann & (876) 972-3340 & www.lisahanna.com
or southeaststann@gmail.com

December 10, 2014

Mrs. Moveta Munroe
Constituency Development Fund Unit
Office of the Prime Minister
Jamaica House
1 Devon Road
Kingston 4



Dear Mrs. Munroe,

I write to you with regards to the Special Employment Programme which is being administered by the St. Ann Parish Council. I am requesting that the payments be grouped, and bills made to the following persons to ensure that the persons employed under the programme are paid on time.

Babbeth Hanniford	\$ 475,000.00
Winston Gordon	\$ 300,000.00
Roderick Riley	\$ 385,000.00 -
Reginald Christie	\$ 400,000.00 -
Sandra Garrick	\$ 415,000.00 -
Nicolette Keene	\$ 475,000.00
Elsie Fullerton	\$ 400,000.00
Ivy Robinson	\$ 475,000.00
TOTAL	\$3,325,000.00

The St. Ann Parish Council is also requesting that this instruction be submitted to them in writing.

Should you require any further information please feel free to contact my office at the above telephone number.

Thank you

Regards

Hon. Lisa Hanna

Cc. Secretary Manager - Alfred Graham
Superintendent - Althea Hall
Asst. Supt. - Alwyn Brown

LH1