



INTEGRITY COMMISSION

Special Report of Investigation

**Conducted into Allegations Regarding Impropriety and Irregularity in the Signing of
'cheques' by Ms. Shernet Haughton in Relation to the Performance of a Contract Awarded
to Mr. [BB], by the Hanover Parish Council**

Hanover Municipal Corporation

Ministry of Local Government and Community Development

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PREFACE

In 2017, the Government of Jamaica enacted the Integrity Commission Act (ICA), which retroactively became effective on February 22, 2018, as per Gazette dated March 7, 2017. The enactment and subsequent gazette of the ICA, partially repealed the Contractor General Act (1983) and established the Integrity Commission (IC).

Consequently, Sections 1 and 5 of the Integrity Commission Act (ICA), fully subsumed the Office of the Contractor General (OCG), and its functions into the operations of the IC. Section 63(2)(b) of the ICA provides, *inter alia*, as follows:

“The Commission established under this Act may -

...

*(b) continue to do any act, thing or investigation
which was pending before the appointed day.”*



EXECUTIVE SUMMARY

On September 12, 2014, the then Office of the Contractor General (OCG) commenced an Investigation into allegations regarding impropriety and irregularity in the signing of ‘cheques’ by Ms. Shernet Haughton in relation to the performance of a contract awarded to Mr. [BB], by the Hanover Parish Council, in relation to the construction of a ‘U-Drain’. The Investigation emanated, as a result of an internal memorandum, dated July 17, 2014, which was received by the OCG from an anonymous source, under the captioned subject, “*Signing of Cheques at the Council*”. The referenced memorandum was authored by the then Deputy Mayor/Vice Chairman, Hanover Parish Council, and was addressed to the attention of the former Mayor of Lucea, Ms. Shernet Haughton.¹ The memorandum detailed the following concerns and allegations:

1. An alleged instruction given to Councilor [AA], on Thursday, July 3, 2014, by Ms. Shernet Haughton, that Councilor [AA] “*should not be signing cheques on Fridays...*”²;
2. The alleged late arrival and absence from the Council, by Ms. Shernet Haughton, and the delays encountered by contractors in receiving cheques from the Council;
3. The alleged withholding and refusal to sign three (3) cheques belonging to contractors, by Ms. Shernet Haughton, on July 4, 2014;
4. The cheques were allegedly in the amount of approximately One Million Dollars (\$1,000,000.00) for a project implemented by the Hanover Parish Council;
5. The alleged demand of Two Hundred Thousand Dollars (\$200,000.00) made to a contractor by former Mayor Shernet Haughton, in order for her to sign cheques, which

¹ Copy of Hanover Parish Council July 17, 2014 Internal Memo, submitted to the Office of the Contractor General on July 17, 2014

² Ibid.



were made payable to the contractor for works executed on behalf of the Hanover Parish Council;

6. The initial refusal of the contractor to pay Ms. Shernet Haughton, the Two Hundred Thousand Dollars (\$200,000.00), which she allegedly demanded;
7. The later agreement made by the contractor to pay the Two Hundred Thousand Dollars (\$200,000.00) to Ms. Shernet Haughton after the encashment of the cheques;
8. The non-payment of the Two Hundred Thousand Dollars (\$200,000.00) to Ms. Shernet Haughton, by the alleged contractor and the purported instruction by Ms. Shernet Haughton, not to re-engage the contractor at the Hanover Parish Council.”³

The Findings of the Investigation are premised primarily upon an analysis of documentary evidence sequestered from the then Hanover Parish Council, documentary evidence provided by respondents who were requisitioned by the Director of Investigations and the responses provided by witnesses during the course of hearings.

Summary of Key Findings

1. The Hanover Parish Council entered into a contract with Mr. [BB], on June 23, 2014, for the construction of a “*U Drain*” adjacent to the Lucea Transportation Centre.
2. The then Office of the Contractor General (OCG) received a Hanover Parish Council Inter-Office memorandum from an anonymous source on July 17, 2014, which bore the caption “*Signing of Cheques at the Council*”. The memorandum was signed by the then Councilor, Mr. [AA], and addressed to the former Mayor of Lucea, Ms. Shernet Haughton.

³ Copy of Hanover Parish Council July 17, 2014 Internal Memo, submitted to the Office of the Contractor General on July 17, 2014



3. The then Councilor, Mr. [AA], in his requisition response dated November 28, 2014, advised the OCG that he was in fact the author of the July 17, 2014 memorandum, bearing the subject “*Signing of Cheques at the Council*”.
4. The referenced memorandum contained the allegation that the then Mayor, Ms. Shernet Haughton, had requested Two Hundred Thousand Dollars (\$200,000.00), from a contractor, to sign Hanover Parish Council cheques, which were made payable to him, for works executed.
5. The then Councilor, Mr. [AA] stated that he received the complaint from Mr. [BB], at the Global Villa Hotel in Lucea, Hanover, at about 8:30 a.m, on July 17, 2014.
6. The then Councilor, Mr. [AA], in his November 28, 2014, response to the OCG stated that the then Mayor, Ms. Shernet Haughton, “*denied the contents of [the memorandum]...but indicated that it was the contractor who made an offer to her.*”
7. Former Mayor, Ms. Shernet Haughton provided the OCG with a copy of a memorandum dated July 21, 2014, which was in response to Councilor [AA]’s July 17, 2014 memorandum. In the referenced memorandum Ms. Shernet Haughton stated that she was “*very disturbed by the allegations that were mentioned*” in Councilor [AA]’s memorandum.
8. Section 14 (1)(a)(b) of the Corruption Prevention Act states, *inter alia*, that “A public servant commits an act of corruption if he – (a) corruptly solicits or accepts, whether directly or indirectly, any article or money or other benefit, being a gift, favour, promise or advantage for himself or another person for doing any act or omitting to do any act in the performance of his public functions; and (b) in the performance of his public



functions does any act or omits to do any act for the purpose of obtaining any illicit benefit for himself or any other person;...”

9. Ms. Shernet Haughton appeared before the Contractor General on April 10, 2015, and denied the allegation that she had requested Two Hundred Thousand Dollars (\$200,000.00) from Mr. [BB] for the signing of cheques belonging to Mr. [BB], Ms. [DD] and Mr. [CC].
10. Mr. [BB] appeared before the Contractor General on January 21, 2015, regarding the allegations contained in the referenced July 17, 2014, memorandum and denied that Ms. Shernet Haughton had requested Two Hundred Thousand Dollars (\$200,000.00), from him to sign cheques made payable to him, Mr. [CC] and Ms. [DD], by the Hanover Parish Council for work executed on the construction of a “U Drain” at the Lucea Transport Centre.
11. Mrs. Judy McKenzie Lawrence appeared before the Contractor General on April 30, 2015, and stated that a meeting was held at the Hanover Parish Council office in regard to the allegation made by Mr. [BB] and Mr. [BB] denied in the presence of Ms. Haughton the allegation.
12. Mrs. Judy McKenzie-Lawrence in her February 4, 2015 response to the OCG’s requisition dated January 26, 2015, advised the Commission that “*The Hanover Parish Council has two sets of signing officers, Political Directorate and Administration.*”

Further, Mrs. Judy McKenzie-Lawrence advised that “*there is no established signing threshold at the Hanover Parish Council and all cheques are signed by one person from the Political Directorate and one from the Administration.*”
13. In regard to the assertion made by Mr. [BB] that he was told by Ms. Renee Cooke that she was instructed to inform him that he would not be further engaged by the Hanover



Parish Council, to execute works, Ms. Renee Cooke advised the then OCG on February 13, 2015, that she *“could not recall ever being given any such instructions by anyone and hence are just allegations...No such instructions were given to me directly or indirectly by any one officer and/or individual.”*

14. Mr. **[BB]** during his appearance before the Contractor General on January 21, 2015, advised the Contractor General that it was his request for the Hanover Parish Council to disaggregate the contract into three (3) separate contracts.
15. A contract was awarded to Mr. **[BB]**, Ms. **[DD]** and Mr. **[CC]** by the Hanover Parish Council, for work executed on the construction of a “U Drain” adjacent to the Lucea Transport Center. All three (3) contracts were signed by the contractors on June 23, 2014, with each bearing the signature of Mr. Alexander Mann, Superintendent, Roads and Works, Hanover Parish Council.
16. The contracts awarded to Mr. **[BB]**, Ms. **[DD]** and Mr. **[CC]**, by the Hanover Parish Council, were for works executed in relation to the construction of a “U Drain” adjacent at the Lucea Transport Center, was signed on June 23, 2014, by Ms. Renee Cooke, Building Officer, Hanover Parish Council.
17. Mr. **[BB]** was awarded a contract valued at Two Hundred and Eighty-Eight Thousand Dollars (\$288,000.00) by the Hanover Parish Council for the construction of a ‘U Drain’ adjacent to the Lucea Transport Centre during the period June 23-30, 2014.

The contract was signed by Mr. **[BB]** on June 23, 2014, and the description of the works, as contained therein, was for the *“provision of labour, equipment, and excavation in rock, mud and silt for foundation and for the provision and use of hydraulic pump or similar water displacement methods.”*



18. Ms. [DD] , the common-law-wife of Mr. [BB], was awarded a contract valued at Three Hundred and Twenty-Seven Thousand Dollars (\$327,000.00) by the Hanover Parish Council for work executed on the construction of a ‘U Drain’ adjacent to the Lucea Transport Centre during the period June 23-30, 2014.

The contract was signed by Ms. [DD] on June 23, 2014 and the description of the works as contained therein, was for “*the supply of materials, provision of labour and materials to construct reinforced concrete cover on drain with access panels.*”

19. Mr. [CC], son of Mr. [BB], was awarded a contract valued at Four Hundred and Seventy-Two Thousand Dollars (\$472,000.00) by the Hanover Parish Council for work that would be executed on the construction of a ‘U Drain’ adjacent to the Lucea Transport Centre during the period June 23-30, 2014.

The contract was signed by Mr. [CC] on June 23, 2014, and the description of the works, as contained therein, was for the provision of “*mechanical equipment and backhoe to remove excess silt, debris, garbage and other sediments...*”.

20. Mr. Linsford Gray was awarded a contract valued at Sixty Thousand Dollars (\$60,000.00), by the Hanover Parish Council, for the provision of transportation to transport materials from Elgin Town Hardware to Lucea Transport Centre.

The contract was signed by Mr. Linsford Gray on October 1, 2013, and bears the signature of Mr. Alexander Mann, Superintendent, Roads and Works, Hanover Parish Council.

21. Mr. Devon Forrester was awarded a contract valued at Two Hundred and Twenty-Nine Thousand Dollars (\$229,000.00), by the Hanover Parish Council, for the provision of



labour, tools and materials to construct sections of a (1500*1200mm) “U-Drain” adjacent to the Lucea Transport Centre.

Mr. Devon Forrester was also awarded a contract valued at Sixty Thousand Dollars (\$60,000.00), by the Hanover Parish Council, for the provision of labour to construct sections of a (1500*1200mm) “U-Drain” adjacent to the Lucea Transport Centre.

Both contracts were signed by Mr. Devon Forrester and Mr. Alexander Mann, Superintendent, Roads and Works, Hanover Parish Council, on October 1, 2013.

22. The Director of Investigation has observed that the two (2) contracts were awarded to Mr. Devon Forrester, one (1) of which was in the amount of Two Hundred and Twenty-Nine Thousand (\$229,000.00), which detailed on the Small Value Contract Form, under the description of work to be done - Item four (4) *“To provide all tools and labour to construct sections of (1500x1200) mm U-Drain adjacent to Lucea Transport Centre. Qty 8, unit m, rate \$7500, amount \$60,000”*. The period of this contract was stated as October 1-31, 2013.

The second contract which was in the amount of Sixty Thousand Dollars (\$60,000.00), and detailed on the Small Value Contract Form, under the description of work to be done *“To provide labour to construct sections (1500x1200) mm U-Drain adjacent to the Transport Centre Lucea. Qty 8, unit m, rate \$7500, amount \$60,000”*. The period of this contract was stated as October 1-30, 2013.”

It should be noted that the *“description of work to be done”* on both contracts were almost identical, while the quantity, unit, rate and amount were the same.

23. Mr. Devon Dixon was awarded a contract valued at Seventy-five Thousand Dollars (\$75,000.00) by the Hanover Parish Council for the provision of labour to construct



sections of a (1500mm*1500mm) “U Drain” adjacent to the Lucea Transport Centre. The contract was signed by Mr. Devon Dixon on October 10, 2013 and bears the signature of Mr. Alexander Mann, Superintendent, Roads and Works, Hanover Parish Council, who signed on even date.

24. The Director of Investigation is in possession of a Hanover Parish Council voucher (*FORM B*), which is numbered 1649 and which is in the amount of Four Hundred and Sixty-Six Thousand One Hundred and Ninety-Seven Dollars Eighty-Eight Cents (\$466,197.88) for materials supplied by Elgin Town Hardware in relation to the construction of a ‘U Drain’ at the Lucea Transport Centre.
25. The Director of Investigation is in possession of a copy of a Hanover Parish Council cheque dated July 4, 2014, which bears the number 8393238, and was made payable to [CC], in the amount of Four Hundred Sixty-Two Thousand Five Hundred and Sixty Dollars (\$462,560.00).
26. The Director of Investigation is in possession of a copy of a Hanover Parish Council cheque dated July 4, 2014, which bears the number 8393241, and was made payable to [BB] in the amount of Two Hundred and Seventy-Two Thousand Four Hundred and Forty Dollars (\$272,440.00).
27. The Director of Investigation is in possession of a copy of a Hanover Parish Council cheque dated July 4, 2014, which bears the number 8393237, and was made payable to [DD] in the amount of Two Hundred and Eighty-Seven Thousand Seven Hundred and Sixty Dollars (\$287,760.00).
28. The Director of Investigation is in possession of a copy of a Hanover Parish Council cheque, dated January 30, 2014, which bears the number 8391566, and was made payable to Linsford Gray in the amount of Fifty Eight Thousand Eight Hundred Dollars (\$58,800.00).



29. The Director of Investigation is in possession of a copy of a Hanover Parish Council cheque dated October 25, 2013, which bears the number 8390185, and made payable to Mr. Donald Dixon in the amount of Sixty-Six Thousand Dollars (\$66,000.00).
30. The Director of Investigation is in possession of a copy of a Hanover Parish Council cheque dated October 11, 2013, which bears the number 8389895, and was made payable to Mr. Devon Forrester in the amount of Fifty-Two Thousand Eight Hundred Dollars (\$52,800.00).
31. The Director of Investigation is in possession of a copy of a Hanover Parish Council cheque dated October 11, 2013, which bears the number 8389888, and was made payable to Elgin Town Hardware in the amount of Four Hundred and Sixty-Six Thousand Dollars One Hundred and Ninety-Seven Dollars and Eighty-Eight Cents (\$466,197.88).
32. The Director of Investigation is in possession of a copy of a Hanover Parish Council cheque dated November 4, 2013, which bears the number 8390279, and was made payable to Mr. Devon Forrester in the amount of Two Hundred and One Thousand Five Hundred and Twenty Dollars (\$201,520.00).
33. Based on documentation provided by the Hanover Parish Council, the total payments made to the contractors for the construction of the “U Drain” adjacent to the Lucea Transport Centre, which the Hanover Parish Council provided evidence is One Million Eight Hundred and Sixty- Eight Thousand and Seventy-Seven Dollars and Eighty-Eight Cents (\$1,868,077.88).
34. Mr. **[BB]** advised the then OCG that Mr. **[CC]** is his son, and Ms. **[DD]** , is his girlfriend and **[CC]**’s mother.
35. Mrs. Judy McKenzie-Lawrence, former Secretary Manager, Hanover Parish Council, advised the then OCG that the project for the construction of the “U Drain” adjacent to



the Lucea Transport Centre was undertaken under a Force Account, geared towards the promotion of commerce and business operating in the parish of Hanover.

36. The two (2) Hanover Parish Council officers who were responsible for overseeing the construction process relating to the construction of the “U Drain” are Mr. Xavier Munroe, Acting Deputy Superintendent verifying the works and Miss Renee Cooke, Building Officer.
37. Mr. **[BB]** during his appearance before the Contractor General on January 21, 2015, indicated that it ‘might have been Mr. Xavier Munroe’, who had issued the work to him for the construction of the “U Drain” adjacent to the Lucea Transport Centre.
38. Ms. Shernet Haughton advised the Contractor General at the referenced April 10, 2015, hearing that she was unaware of the work which was executed at the Lucea Transportation Center that led to the construction of the “U Drain”.
39. Mr. **[BB]** during his second appearance before the Contractor General on July 27, 2015, denied making payment to Mr. Xavier Munroe after collecting payments for work that he had executed in relation to the construction of the “U Drain”.
40. Mr. **[BB]** confirmed during his appearance before the Contractor General on July 29, 2015, that Ms. Shernet Haughton, the former Mayor, Hanover Parish Council, had in fact requested Two Hundred Thousand (\$200,000.00) from him to sign cheques belonging to Ms. **[DD]** , Mr. **[CC]** and himself.
41. Mr. **[BB]** confirmed that he had agreed to pay Ms. Shernet Haughton the Two Hundred Thousand (\$200,000.00) for signing the cheques but the transaction was never undertaken.

JURISDICTION



The DI's decision to undertake an Investigation into this matter was predicated upon the gravity of the allegations mentioned herein, which highlights issues of irregularity and impropriety in the award of contracts contrary to Section 4 of the then Contractor General Act. The jurisdiction of the then Contractor General enabled the Office to enquire into the circumstances surrounding the cheque signing process at the Hanover Parish Council in relation to the award of contracts and the procedures utilized by the said Council, regarding Mr. [BB].

The specific sections of the then applicable Contractor General Act, which empowered the OCG to undertake the stated Investigation, are as follows:

Sections 15(1), which states that *"Subject to subsection (2), 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 licence;*
- (f) the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licences.*

In addition, Section 2 of the then Contractor General Act provides the following definitions:

"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 and services and includes a person who carries out such works or*



supplies such goods or services for or on behalf of any public body pursuant to a licence, permit or other concession or authority issued or granted to that person by a public body;

...

“Public Body” means-

- 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 any agency of Government, whether by the holding of shares or by other financial input, is in a position to influence the policy the company”⁴.*

In light of the above definitions of a Public Body, the Hanover Parish Council is in fact a public body as defined by the referenced Act. Consequently, the matter concerning the award of contracts by the Hanover Parish Council, and the investigation of other issues outlined herein, fell within the purview of the then Contractor General.

⁴ The Contractor General Act, Section 2.



METHODOLOGY

The following methodology was utilized in the conduct of the Investigation into the subject matter:

Judicial Hearings

Judicial Hearings pursuant to Section 18 (2) of the then applicable Contractor General Act were convened by the then Contractor General, Mr. Dirk Harrison during the period January, 2015 through to July 2015. 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:

1. Mr. **[BB]** , Contractor;
2. Ms. Shernete Haughton, former Mayor, Hanover Parish Council;
3. Mr. **[AA]**, **[REDACTED]**, Hanover Parish Council;
4. Mrs. Judy Mckenzie-Lawrence; former Secretary Manager, Hanover Parish Council; and
5. Mr. Xavier Munroe, former Assistant Superintendent of Roads and works, Hanover Parish Council.



Requisitions

Requisitions were dispatched to the following individuals during the period September 12, 2014, through to July 17, 2015:

1. Mr. [AA], Councilor [REDACTED], Hanover Parish Council;
2. Mrs. Judy McKenzie-Lawrence, then Secretary Manager, Hanover Parish Council; and
3. Miss Renee Cooke, Building Officer, Hanover Parish Council.

A comprehensive review of the statements and transcripts which were generated in addition to certain other relevant information which were deemed to be pertinent was undertaken in the completion of this report.



TERMS OF REFERENCE

The OCG, in its Investigation into the circumstances surrounding alleged acts of impropriety and/or irregularity surrounding the signing of ‘cheques’ at the Hanover Parish Council, by Ms. Shernet Haughton in relation to a contract awarded to Mr. **[BB]**, sought to ascertain, *inter alia*, the following:

1. To determine whether there was/were any impropriety(ies) and/or irregularity(ies) in the signing of ‘cheques’ at the Hanover Parish Council by Ms. Shernet Haughton, former Mayor of Lucea; and
2. To determine the overall ‘cheque’ signing process at the Hanover Parish Council, and the applicable guidelines and/or internal policies implemented by the Government of Jamaica and/or the Ministry of Local Government and Community Development to guide the ‘cheque’ signing process at Parish Councils.

Specific Objectives:

1. To ascertain the veracity of the allegation that the amount of Two Hundred Thousand Dollars (\$200,000.00) was demanded by Ms. Shernet Haughton in exchange for her signature on cheques payable to Mr. **[BB]**.
2. To ascertain whether there were any impropriety(ies) and/or irregularity(ies) in respect to other officials/officers involved in the recommendation and award of a contract awarded by the Hanover Parish Council to Mr. **[BB]** for the construction of a “*U-Drain*” at the Lucea Transportation Centre;
3. To ascertain the roles and responsibilities of certain officials/officers at the Hanover Parish Council who are directly or indirectly responsible for the monitoring of contracts awarded by the Hanover Parish Council, and specifically the contract(s) awarded to Mr. **[BB]**;



4. To ascertain whether there were any impropriety(ies) and/or irregularity(ies) in respect of the applicable Government of Jamaica Handbook of Public Sector Procurement Procedures, the Corruption Prevention Act, the Financial Administration and Audit Act, and/or any other relevant pieces of Legislation;
5. To determine the scope and overall value of the contract that was awarded to Mr. **[BB]** by the Hanover Parish Council.



DISCUSSION OF FINDINGS

Details of Contractual Arrangements for the Construction of ‘U Drain’ at the Lucea Transportation Centre

Having regard to the complaint which was received by the then OCG concerning the award of contract to Mr. [BB] for the construction of the referenced ‘U-Drain’ at the Lucea Transportation Centre, the OCG sought to ascertain full particulars of the contracts, which were issued/administered by the Hanover Parish Council in relation to the referenced ‘U-Drain’. In this regard, the DI is in possession of seven (7) contracts which were entered into between the then Hanover Parish Council and the following contractors:

1. Mr. [BB];
2. Mr. [CC];
3. Ms. [DD];
4. Mr. Linsford Gray;
5. Mr. Devon Forrester;
6. Mr. Donald Dixon; and
7. Elgin Town Hardware.

Details of contracts for the Construction of ‘U Drain’ at the Lucea Transport Centre are outlined below:

Name of Contractor	Date of Contract	Contract Value
Mr. [BB]	23.06.2014	\$288,000.00
Mr. [CC]	23.06.2014	\$472, 000.00
Ms. [DD]	23.06.2014	\$327,000.00
Mr. Linsford Gray	01.10.2013	\$58,800.00
Mr. Donald Dixon	11.10.2013	\$66,000.00



Mr. Devon Forrester	01.10.2013	\$229,000.00
Mr. Devon Forrester	01.10.2013	\$52,800.00
Elgin Town Hardware	11.10.2013	\$466,179.88
Total Value of Contract		\$1,959,779.88

The following tables contain the details of the description of works performed by the contractors and the materials that were supplied by the hardware in question, for the construction of the ‘U Drain’:

Table (1)

Entity	Date of Contractor	Voucher No.
Hanover Parish Council	Mr. [CC]	703
Contract Description		
<p>(i) “To use mechanical equipment (backhoe or similar) to remove excess silt, debris, garbage and other sediments including other deleterious materials from large relief earth drain, re-shape drain to required depth, width and fall to allow free flow and heap waste material and cart away.</p> <p>(ii) To provide equipment (shovel, wheel barrow etc.) and labour to clean drain of all mud, silt and garbage and cart away (N.B. second cleaning after re-shaping of drain)”⁵</p>		

Table (2)

Entity	Date of Contractor	Voucher No.
Hanover Parish Council	Ms. [DD]	702
Contract Description		

⁵ Contract entered into between the Hanover Parish Council and Mr. [CC] for work executed at the Lucea Transportation Centre in relation to the construction of a “U” Drain



- (i) *"To supply materials and deposit and backfill against wall*
- (ii) *To provide labour and materials on site to construct reinforced concrete cover on drain with access panels"*⁶

Table 3

Entity	Date of Contractor	Voucher No.
Hanover Parish Council	Linsford Gray	2861
Contract Description		
<i>"To provide transportation to transport materials from Elgin Town Hardware to Lucea Transport Centre"</i> ⁷		

Table 4

Entity	Date of Contractor	Voucher No.
Hanover Parish Council	Donald Dixon	173
Contract Description		
<i>"To provide labour to construct sections of 1500mm x 1800mm U drain adjacent to Lucea Transport Centre"</i> ⁸		

Table 5

Entity	Date of Contractor	Voucher No.
Hanover Parish Council	Devon Forrester	1654.

⁶ Contract entered into between the Hanover Parish Council and Ms. Ms. [DD] for work executed at the Lucea Transportation Centre in relation to the construction of a "U" Drain

⁷ Contract entered into between the Hanover Parish Council and Linsford Gray for work executed at the Lucea Transportation Centre in relation to the construction of a "U" Drain

⁸ Contract entered into between the Hanover Parish Council and Donald Dixon for work executed at the Lucea Transportation Centre in relation to the construction of a "U" Drain



Contract Description
<i>“To provide labour to construct (1500x1200)mm U Drain adjacent to Lucea Transport Centre”⁹</i>

Table 6

Entity	Date of Contractor	Voucher No.
Hanover Parish Council	Devon Forester	1820
Contract Description		
<i>“To provide labour and all tools to excavate in rock, mud and silt for foundation trench</i> <i>To provide all tools, labour and materials and to deposit rubble stones and to ballast trench as specified .To provide all tools and labour to construct sections of (1500x1200)mm U-drain adjacent to Lucea Transport Centre”¹⁰</i>		

Table 7

Entity	Date of Contractor	Voucher No.
Hanover Parish Council	Elgin Town Hardware	1649
Contract Description		
<i>“Material for drain @ Lucea TC”¹¹</i>		

Based on the details of the foregoing contracts for the construction of the ‘U-Drain’ adjacent to the Lucea Transportation Centre, the then OCG sought to ascertain the Official(s)/Officer(s) at the Hanover Parish Council, who was/were responsible for overseeing the construction process

⁹ Contract entered into between the Hanover Parish Council and Devon Forester for work executed at the Lucea Transportation Centre in relation to the construction of a “U” Drain

¹⁰ Contract entered into between the Hanover Parish Council and Devon Forester for work to be executed at the Lucea Transportation Centre in relation to the construction of a “U” Drain

¹¹ Contract entered into between the Hanover Parish Council and Elgin Town Hardware to supply materials in relation to the construction of a “U” Drain at the Lucea Transportation Centre



in relation to the referenced project. In this regard, Mrs. Judy McKenzie-Lawrence, former Secretary Manager, Hanover Parish Council, was asked to respond to the following question:

“Please provide the OCG with the following regarding the alleged construction of a “U-Drain adjacent to the Lucea Transport Centre” by Mr. [BB], Mr. [CC] and Ms. [DD] :

- a. Full details of the scope of the referenced contract(s), your response should also include the Bill of Quantities that was developed, if any, and the name(s) of Official(s)/Officer(s) at the Hanover Parish Council who was/were responsible for the conceptualization and subsequent recommendation for the construction of the said U-Drain; and*
- b. The name(s) of all Official(s)/Officer(s) at the Hanover Parish Council who was/were responsible for overseeing the construction process and the verification of works that were executed in relation to the construction of the U-Drain.*

Please provide documentary evidence, where possible, to substantiate your response.”¹²

¹² OCG’s requisition directed to Mrs. Judy McKenzie-Lawrence on July 17, 2015, question #1.



Mrs. Judy McKenzie-Lawrence, in her response of July 27, 2015, noted the following:

(a) "...The scope of works is linked to the scope in the estimate submitted to Tourism Product Development Company (TPDCo.). See attached estimate...

(b) The names of all Official(s) Officer(s) at the Hanover Council who was/were responsible for overseeing the construction process were Mr. Xavier Munroe-Acting Deputy Superintendent verifying the works and Miss Renee Cooke-Building Officer overseeing the construction process.¹³ (IC Emphasis)

In relation to the scope of work, and the estimate for the construction of the referenced 1500×1500mm ‘U Drain’, Mrs. Judy McKenzie-Lawrence also submitted the following Variation Order, which outlined the cost estimate for material and labour:

“VARIATION ORDER

Estimate to construct 1500x1500mm “U” Drain at Lucea Transport Centre and Construct 600mm wide Kerb & Channel Drain at Millers Drive”.¹⁴

¹³ Mrs. Judy McKenzie-Lawrence’s July 27, 2015 response to the OCG’s requisition dated July 17, 2015, response #1

¹⁴ Variation Order submitted on July 17, 2015, to the OCG by Mrs. Judy McKenzie-Lawrence as documentary evidence in relating to the scope of estimate for the construction of the “U” Drain adjacent to the Lucea Transportation Centre.



The total estimate, as outlined therein, amounted to Two Million One Hundred and Sixty-One Thousand Four Hundred and Fifty Dollars (\$2,161,450.00).¹⁵ The estimate was dated August 8, 2012.

On January 21, 2015, Mr. [BB], provided the then OCG with the following information in relation to the contract which was executed on behalf of the Hanover Parish Council:

“Q: The contracts we are speaking about, is the building of the drains in Lucea town?”

A: Yes.

Q: Did you sign a document; sign an agreement with the Council to perform those works?

A: Yes, I sign with the Works Overseer.

Q: Were you the only person who signed that contract?

A: No.

Q: Do you have a copy of that contract with you?

A: No. Maybe I leave it inside the car downstairs because I just grab and run and I think I did have that because that would be one of the biggest work me would do since they start to do the contract.

CHAIRMAN: ...See if you can find that one and come back, we'll be waiting here for you.

...

CHAIRMAN: You found one?

¹⁵ Variation Order submitted on July 17, 2015, to the OCG by Mrs. Judy McKenzie-Lawrence as documentary evidence in relating to the scope of estimate for the construction of the “U” Drain adjacent to the Lucea Transportation Centre.



A: Yes sir.

CHAIRMAN: You had given me a copy of a small industrial contract form with your name [BB]. It is not dated but it is for the sum of \$288, 000 for three – description of work to be done as you had mentioned.

It says work done on u-drain constructed adjacent to the Lucea Transport Centre. You have the copy that you - - you were paid for this? You were eventually paid this 288, 000?

A: Yes.”¹⁶

The Director of Investigation is in possession of a contract executed on behalf of the Hanover Parish Council, by Mr. [BB]. The details of the referenced contract are outlined hereunder:

Entity	Date of Contract	Contract Value	Voucher No.
Hanover Parish Council	04.07.2014	\$288,000.00	D175
Contract Description			
<i>“To Provide labour and tools to excavate in rock, mud, and silt and garbage and dispose at suitable dump site as directed (for foundation.)</i>			
<i>To provide labour and tools to construct sections of “U” -drain, adjacent to Lucea Transport as directed</i>			
<i>To allow for hydraulic pump or water displacement methods”¹⁷</i>			

¹⁶ Transcript of hearing held on January 21, 2015, with Mr. [BB], pgs. 16, 17 & 18

¹⁷ Contract entered into between the Hanover Parish Council and Mr. [BB], on July 4, 2014, for works executed at the Lucea Transportation Centre in relation to the construction of a “U” Drain.



The three (3) contracts which were awarded to Mr. **[BB]**, his son, Mr. **[CC]** and his ‘girlfriend’, Ms. **[DD]** had an accumulated value of \$1,087,000.00.



Contract Splintering in Relation to Contract(s) Awarded to Mr. [BB], Ms. [DD] and Mr. [CC]

In regard to the splintering and/or fragmentation of GoJ contract(s), the Government of Jamaica Handbook of Public Sector Procurement Procedures (GPPH, 2012), outlines the following:

“Unbundling” and “packaging” should be distinguished from contract “splintering” or “fragmentation”, which refer to the deliberate separation of contracts, done specifically to avoid the requirements for competition or approval.”¹⁸ (DI Emphasis)

Based upon the representation made by Mrs. Judy Lawrence, then Secretary Manager, Hanover Parish Council, the contracts which are at the subject of this Report were awarded by the Council utilizing the Force Account Procedures. This methodology is utilized in circumstances where the procuring entity “...undertakes rehabilitative or developmental works by using its internal resources rather than contracting a private entity. In such instances, **the Government entity may be required to procure raw material or engage temporary labour to carry out the works**”.¹⁹ (DI Emphasis)

The GOJ procurement guidelines further stipulates that:

“...where the implementing entity cannot provide the required equipment resources, the entity is allowed to hire from a private source, using the National Works Agency’s (NWA) Schedule of Equipment Rates.

¹⁸ Government of Jamaica Handbook Public Procurement Procedures (GPPH, 2012), Volume 2, Appendix 1, Section A1.1.1, pg. 27

¹⁹ Government of Jamaica Handbook of Public Sector Procurement Procedures (GPPH, 2012), Volume 2, Appendix 5.



...

Contractors are required to be registered with the NCC and to have a valid TCC. Procuring Entities shall verify contractor registration on the NCC database".²⁰ (DI Emphasis)

In the circumstances and having regard to the value of the contracts awarded to Messers [BB], [CC] and Ms. [DD] , it is apparent that the Direct Contracting Procurement Procedures were applied insofar as it relates to the procurement of labour to execute the works. In this regard, the provisions of the GOJ Public Procurement Procedures, as it relates to the Direct Contracting Procurement methodology indicates, *inter alia*, as follows:

*"Procurement by Direct Contracting means only one contractor is invited to participate. For contracts valued up to \$500,000.00 this method may be used. However, this method is also permitted for procurement valued above \$500,000.00 under [specific] circumstances"*²¹.

Mr. [BB]'s Account of Works Performed by him in Relation to Contract(s) Awarded to him by the Hanover Parish Council

Further, during the course of a hearing held on January 21, 2015, Mr. [BB] provided the Contractor General with the following details concerning the subject contracts:

²⁰ Government of Jamaica Handbook of Public Sector Procurement Procedures (GPPH, 2012), Volume 2, Appendix 5.

²¹ Section 1.1.4 of the Government of Jamaica Handbook of Public Sector Procurement Procedures. Volume 2. Pages 5



“CHAIRMAN: Now sir, to just cut straight to it, because I think that’s what we want to do. In terms of the Investigation that we are doing, we received an allegation that in respect of certain payments that were due to you, the former Mayor told you that you had to pay \$200,000 or that she wasn’t signing your cheque. I want to talk a little bit about that. Did you do any work for the Hanover Parish Council in 2014?

A: Yes, sir.

CHAIRMAN: What job did you do for the Hanover Parish Council?

A: Construct drain.

CHAIRMAN: Where is that drain, in which division?

A: It is in the town of Lucea.

CHAIRMAN: Which Councilor?

A: Councilor Clair.

CHAIRMAN: Now, What is the value of those works?

...

CHAIRMAN: If you have documents you can just refer to them.



A: I have something here sir. I don't have the copy of mine inside here but my part of the work is over \$200.000.

...

CHAIRMAN: What type of work you did? Can you just describe the type of work you had done for the Hanover Parish Council?

A: Any specific one?

CHAIRMAN: Let me narrow it down, from when you started doing work for the Hanover Parish Council.

A: I have been doing work there for nearly 15 years.

...

CHAIRMAN: And the type of work that you have done is what? What type of work have you done bushing, clearing, building, what type of work you did?

A: Building.

CHAIRMAN: What sort of things you build?

A: I build a u-drain.

CHAIRMAN: That's the one in Lucea Town?



A: Yes. Not only me alone, I think two more people were there; it did share for three people.²² (DI Emphasis)

...

CHAIRMAN: *You had given me a copy of a small industrial contract form with your name [BB]. It is not dated but it is for the sum of \$288,000 for three – description of work to be done as you had mentioned.*

It says work done on u-drain constructed adjacent to the Lucea Transport Centre. You have the copy that you – you were paid for this? You were eventually paid this 288,000?

A: Yes.

CHAIRMAN: *You don't have a copy of the one that was signed by the Superintendent Roads and Works?*

A: *That's the one they give us to hold on to, to collect the cheque. I asked for the documents when I was coming up, if they can find all the bills. Due to the notice that I get I asked if they could give me all the bills since Shernette (sic) Haughton become a mayor, I need all the bills. I didn't get them. They asked me for my copy and I was suggesting that remember we just start get copy sometime last year so we would not have a copy, if they could just look it up because the letter states we must bring the bill but they did not give me.*

²² Extract from the OCG's Hearing held on January 21, 2015, Pgs. 2, 3, 5, 6.



CHAIRMAN: *Who you had gone to, Miss Judy Lawrence or Accounts Department?*

A: *Accounts Department.*

CHAIRMAN: *I am just going to make a copy and give you back.*

CHAIRMAN: **The work split in three, that work there, who were the other two contractors?**

A: **It was [DD]and [CC].**

CHAIRMAN: Related to you?

A: **Yes.** (DI Emphasis)

CHAIRMAN: *That's your brother?*

A: *No.*

CHAIRMAN: *Now, when you were meeting with the Mayor in terms of the three bills to be signed, you were going to collect the three cheques for everybody, yourself and the other two?*

A: *No.*

CHAIRMAN: *You were just concerned 'bout your cheque?*

A: *Everybody was there to collect their cheque.*

CHAIRMAN: *Everybody was in the meeting too?*

A: *No.*

CHAIRMAN: *They were at the Parish Council though?*



A: *Yes.*

...

[OCG Officer]: *I just wanted to get from you whether a Mr [CC], is related to you. Do you know whether Mr. [DD] is related to a Michael Grant?*

A: *No.*

Q: *Not related?*

A: *No. the two contractors related to me, my son and my girlfriend.* (DI Emphasis)

Q: *I am just trying to find the connection between those two persons.*

...

[OCG Officer]: *Mr. [BB], was it your suggestion to the Council that the contract be split in that manner?*

A: *Yes.*

Q: *Who did you make that representation to?*

A: *I don't quite remember if it is the Overseer or the person who issue the work, I don't remember.*

Q: *The Works Overseer in this case is Mr Xavior Monroe?*

A: *I think he is the one that issue the work, he is the one that give me the work. I think Miss Cooke is the one that...*

Q: *That's Miss Renne Cooke?*



A: Yes.²³ (DI Emphasis)

In addition to the admission of Mr. [BB] that the contract was divided into three (3), Mr. [BB] also disclosed that [DD] was his ‘girlfriend’ and Mr. [CC], his son. The DI also notes that Mr. [BB] disclosed that it was his suggestion to the Council, for the contract regarding the construction of the “U-Drain” to be divided into three (3).

The DI notes that the cumulative value of the referenced three (3) contracts was in the amount of \$1,087,000.00 which exceeded the \$500,000.00 threshold for the use of the Direct Contracting Procurement Methodology.

Having regard to the disclosure made by Mr. [BB] that the contract for the construction of the ‘U Drain’ “...share for three people” (Mr. [BB], Mr. [CC] and Ms. [DD]), the then Contractor General required that Mrs. Judy McKenzie-Lawrence respond to the following question:

“Please detail all factors that warranted the Hanover Parish Council to award the referenced contract(s) to Mr. [BB], Mr. [CC] and Ms. [DD]. Your response should also include:

- a. The procurement methodology that was utilized in the award of the referenced contract(s); and*
- b. A justification for the award of three (3) separate contracts for the construction of the referenced U-Drain.*

²³ Transcript of judicial hearing held on January 21, 2015, with Pgs. 17-18, 19, 34-36.



Please provide documentary evidence, where possible, to substantiate your response.”²⁴

In response, Mrs. Judy McKenzie-Lawrence stated the following in relation to the question posed by the then OCG:

“...The project was undertaken under Force Account.

(b). A justification for the award of the three (3) separate contracts.....? There is mobilization expense. To utilize resources of the parish, which includes, promotion of commerce and business with hardware businesses operating in the Parish to develop economic growth, and to utilize tradesmen and workers in the Parish to produce job opportunities.”²⁵

Additionally, Mrs. Judy McKenzie-Lawrence provided the then OCG with a memorandum, which was dated February 4, 2015. The details of the memorandum are stated as follows:

“Based on research with response to item 3 of pg 4, Mr. [BB], Ms. [DD] and Mr. [CC] were among the group of workers that were engaged to undertake tasks in the Force Account project for the construction of “U” Drain adjacent to the Lucea Transport Centre.

²⁴ OCG’s requisition addressed to Mrs. Judy McKenzie-Lawrence, on July 17, 2015, question #3

²⁵ Mrs. Judy McKenzie-Lawrence July 27, 2015 response to the OCG’s Statutory Requisition dated July 17, 2015, response #2



The project was undertaken under force account to utilize 1. There is no mobilization expense. 2. Utilize resources of the parish which includes; promote commerce and business with hardware business operating in the parish, to develop economic growth. 3. Utilize tradesmen and workers in the parish to produce job opportunities.

Approximately thirty workers were contacted based on availability, and compliance with the terms of the contract and scope of works.”²⁶

²⁶ Memorandum dated February 4, 2015 directed to then Secretary Manager, Mrs. Judy McKenzie-Lawrence, by Mr. Alexander Mann, Superintendent, Hanover Parish Council.



The Cheque Signing Process at the Hanover Parish Council

In an effort to determine the cheque signing and payment process at the Hanover Parish Council, the OCG, in its January 29, 2015, requisition directed to Mrs. Judy McKenzie-Lawrence, former Secretary Manager, Hanover Parish Council, required her to respond to the following question:

“In relation to the payment process and officers who are authorized to approve payments to individuals and/or entities contracted by the Hanover Parish Council, please provide an Executive Summary detailing the following:

- I. The general process that is observed by the Council in respect to the signing of cheques for payments to contractors;*
- II. The names and titles of all signing officers who have been so authorized to approve payments during the period June 23-30, 2014 or any other time period relevant to the referenced contracts; and*
- III. All signing thresholds that have been held by the Council and the officers who have been authorized to sign in respect of the various thresholds during the period June 23-30, 2014 or any other time period relevant to the referenced contracts.”²⁷*

²⁷ OCG requisition dated January 29, 2015, addressed to Mrs. McKenzie-Lawrence, former Secretary Manager, Hanover Parish Council, question 4.



In response to the referenced requisition, Mrs. Judy McKenzie-Lawrence stated, *inter alia*, the following:

“The Hanover Parish Council has two sets of signing officers, Political Directorate and Administration. From the Political Directorate there is the Mayor, Deputy Mayor and another Councillor. On the Administrative side there is the Secretary/Manager, Director of Finance and the Accountant Budget & Revenue Officer.

As of the swearing in of the Political Directorate on March 26, 2012 to August 28, 2014 the Signing Officers were Miss Shernet Haughton-Mayor; Lloyd Hill-Deputy Mayor; and Councillor Lester Crooks. The Administrative Officers were the then Secretary Manager Alfred Braham (and as of 29th October, 2012 the Secretary/Manager has been Mrs. Judy McKenzie Lawrence); Mrs. Shelly-Ann Spence-Director of Finance and Mrs. Pauline Allen-Bedward-Accountant Budget & Revenue Officer.

As of 28th of August 2014 signing officers remain the same except for the Mayor and the Deputy Mayor, Wynter McIntosh-Mayor and Nevelle Clare-Deputy Mayor.

There is no established signing threshold at the Hanover Parish Council and all cheques are signed by one person from the Political



*Directorate, and one person from the
Administration.*²⁸ (DI Emphasis)

Based on the foregoing response from Mrs. Judy McKenzie-Lawrence, DI has observed that the then Mayor of Lucea, Ms. Shernet Haughton, was a signing officer at the Council during the period of the alleged impropriety concerning the signing of cheques.

²⁸ Mrs. Judy McKenzie Lawrence's February 4, 2015 signed response to the OCG's requisition dated January 29, 2015, response #4.



Allegations Concerning the Demand for Payment in Exchange for the Signing of Cheques

The allegations concerning the demand for payment in exchange for the signing of cheques were detailed in an internal Hanover Parish Council memorandum dated July 17, 2014. The referenced memorandum detailed as follows:

“Subject: Signing Of Cheques at the Council

On Monday July 14, 2014, I asked your Secretary to type a memo to you which included the suggestion that I attend the Council on Fridays to assist with the signing off [sic] cheques. This suggestion was made because of your instructions to me on Thursday July 3, 2014 that I should not be signing cheques on Fridays unless you will not be available to do so. My suggestion was further made on the basis that you are sometimes late in arriving at the Council and on other occasions you are absent due to other engagements, and as such the contractors who come to the Council to receive their cheques have to be waiting for hours.

I am now being informed that on Friday July 4, 2014 (the day after you told me not to come to the Council to sign cheques unless otherwise advised by you) you withheld three (3) cheques and insisted that you will not be signing them until you see the contractors. I was told by one (1) of the contractors that the three (3) cheques were payments for the same project amounting to approximately One Million Dollars (\$1 million)



and that he was responsible for the job. He also stated that you invited him to your Office on the same day (July 4, 2014) and showed him the three (3) bills and the cheques and told him that you would not be signing them unless you were paid Two Hundred Thousand Dollars (\$200,000.00).

The contractor said that he did not agree initially, but on getting the impression that you were not going to sign the cheques, he agreed to give you the money after they were cashed. He, however, indicated that he did not return with the money to give to you, but that he is now worried because he has since been told by an Officer at the Council that instructions were given that he should not get any more work from the Council.

I am very concerned about these allegations because of the negative implications regarding the image of the Council, and the fact that the Office of the Contractor General recently conducted investigations regarding your stewardship. We are still unsure of the extent to which your leadership at the council will be affected by findings of these investigations, and it would be most unfortunate if these allegations lead to other such investigations against you.” (DI Emphasis)²⁹

²⁹ Internal Hanover Parish Council Memo dated July 17, 2014, from Councilor [AA], Deputy Mayor/Vice Chairman, to Mayor Shernet Haughton, Chairman Hanover Parish Council.



In regard to the Hanover Parish Council's July 17, 2014, Inter-Office Memorandum and Councilor [AA]'s response in relation to the alleged complaint received by him, the OCG in its requisition dated September 12, 2014 directed the following question to Mr. [AA]:

“...

Please provide responses to the following questions:

- a. The date the Complaint was received by you;*
- b. The circumstances under which the referenced Complaint was made to you;*
- c. Contact particulars for the Contractor who made the Complaint to you, inclusive of his name, address and telephone number;*
- d. The name of the Officer at the Parish Council, to the best of your knowledge, who informed the Contractor “that Instructions were given that he [the Contractor] should not get any more work from the Council”;*
- e. Please provide all supporting documents to substantiate your responses.”³⁰*

In responding to the stated requisition, then Councilor [AA] noted the following:

- 1. “I hereby acknowledge that the memorandum which is quoted in your Requisition/Questions was written by me on July 17, 2014 and was given to the Mayor of the Hanover Parish Council on July*

³⁰ OCG's requisition addressed to Mr. [AA] on September 12, 2014, question #1



18, 2014. The contents of the memorandum was based on information which I received from Mr [BB].

(a) **The Complaint was received by me on July 17, 2014.**(DI Emphasis)

(b) *The complaint was made to me at the Global Villa Hotel in Lucea, Hanover where Mr [BB] (otherwise known as John) and I met at about 8:30am on July 17, 2014.*

This meeting between Mr [BB] and myself was arranged the previous day, July 16, 2014, when he indicated to me that he wanted to meet with me, as the Deputy Mayor, because he was told that the Mayor gave instructions that he should not get any more work from the Hanover Parish Council. At the meeting between Mr [BB] and myself, on July 17, 2014, he outlined to me the details of the information which I included in the memorandum to the Mayor.

(c) *Name of contractor Mr. [BB] (Otherwise known as John)...*

(d) **Miss Renee Cooke** (IC Emphasis)

(e) *Please note that the complaint to me was verbal and as such I would not have supporting documents.”³¹*

³¹ Mr. [AA] November 28, 2014 signed response to the OCG’s requisition dated September 12, 2014, response #1



In an effort to ascertain whether the then Mayor, Ms. Shernet Haughton, had replied to the stated Memorandum, the then OCG directed the following question to then Councilor, Mr. [AA]:

“The OCG notes that the Memorandum was sent to Miss Shernet Haughton. In this regard, please indicate whether Miss Shernet Haughton replied to this Memorandum. If yes, please provide us with a copy of the response.”³²

Former Councilor, Mr. [AA] in his November 28, 2014 response to the OCG’s requisition stated the following:

“Miss Shernet Haughton replied to the Memorandum, but I have not found the copy which was given to me.

I therefore asked the Mayor’s Secretary who was also the Secretary for the previous Mayor, Councilor Shernet Haughton, to retrieve a copy of the response from Miss Haughton. The Mayor’s Secretary, indicated that Miss Haughton removed from the computer all correspondence immediately after she resigned as the Mayor and Chairman of the Council. (DI Emphasis)

My memory of the response from Miss Haughton is that she denied the contents of my memorandum to her but indicated that it was the contractor who made an offer to her. Her response however, did not explain why she initially refused to sign the Cheques and what was the reason for instructions to be given for the contractor not to receive any more work from the Council. (IC Emphasis)

³² OCG’s requisition addressed to Mr. [AA] on September 12, 2014, question #2



Neither did she explain why she called Mr [BB] about my memorandum to her even though his name was not mentioned as the contractor.³³ (DI Emphasis)

Mr. [AA] also provided the then OCG with the following information:

“I was told by Mr [BB] (sic) that after the Mayor got the memorandum from me she invited him to her office where she denied that she was demanding two hundred thousand dollars (\$200, 000.00) from him to sign the cheques.

Of note is the fact that Mr [BB]’s (sic) name was not mentioned in the memorandum yet he was called by the Mayor to clarify the matter. (DI Emphasis)

I do not have documented evidence as this information was communicated to me verbally by Mr [BB] (sic).³⁴ (DI Emphasis)

³³ Mr. [AA] November 28, 2014 signed response to the OCG’s requisition dated September 12, 2014, response #2

³⁴ Mr. [AA] November 28, 2014 signed response to the OCG’s requisition dated September 12, 2014, response #4



Ms. Shernet Haughton's Response to the Memorandum, which was Authored by the then Councilor, Mr. [AA]

The DI is in possession of a July 21, 2014 Memorandum, which was presented to the then OCG by Ms. Shernet Haughton. The Memorandum records, *inter alia*, the following:

“With reference to your memorandum dated July 17, 2014, the content was carefully noted. I am very disturbed by the allegations that were mentioned.

Firstly you stated that I instructed you on July 3, 2014, that you should not be signing cheques on Fridays unless I am not available to do so. Please note that my memo dated June 6, 2014 did not state that. On several occasions you have claimed reimbursement for travel expense to visit the Council and sign cheques, even days when I was in Office. Some of the dates mentioned, you did not even come to the Council, as such you were reminded that your travelling voucher must be directly related to duties of the Hanover Parish council. There was no conversation between us that you should not come to sign cheques on Fridays. You were also reminded that the post of the deputy is to deputize for the mayor in her absence.

You also mentioned that I am sometimes late in arriving at the Council. Please note that I leave the Council most Thursdays at 5:30pm just to ensure that all prepared cheques are signed. Therefore if cheques are not ready and contractors have to be waiting for hours then there must be some other problems. For future reference I leave my house at 8: 30am every morning,



however I have a division to represent and other constituent work to do, therefore, I am never late in arriving at the Council.

In regards to the accusation you have made, I would like to state that these are serious accusation which should never be made without proper investigation in order to ascertain the facts.

Your mention of the Contractor General has left me to believe that your sole aim and desire is to further tarnish my reputation. If this continues I will have to recourse then to take legal action.

I am hoping for an amicable working relationship between us for the betterment of the Council.”³⁵

Based on the responses outlined in the above mentioned Memorandum, the DI has observed that Ms. Shernet Haughton made no specific mention of the allegation that she requested Two Hundred Thousand Dollars (\$200,000.00), from Mr. [BB], for the signing of cheques made payable to him, for works executed on behalf of the Hanover Parish Council.

³⁵ Memorandum dated July 21, 2014, from Ms. Shernet Haughton, former Mayor, Hanover Parish Council, addressed to Mr. [AA], then Councilor, Hanover Parish Council.



Meeting held at the Global Villa Hotel, on July 17, 2014, between Mr. [BB] and then Councilor, Mr. [AA]

In relation to the referenced meeting, Mr. [BB] made the following statements to the then OCG, during the course of a Judicial Hearing held on January 21, 2015:

Q: In relation to the question that was asked earlier about the allegation that you had received, did you have any meeting with Mr [AA] in relation to your concerns?

A: Yes.

Q: Could you tell us the discussion you had with Mr. [AA]?

A: Well the discussion was in terms of the argument that I am not getting any more work there so that's where me discuss it with Mr. [AA] and there was another argument where people were saying like they heard that me take away the Mayor money. So another Councilor called me and asked me why me take away the Mayor money? Me say the Mayor money? So the Councilor say yes, the Mayor say me take away him money. So me say how can me take away the Mayor money? Me and the Mayor don't meet, and me and the Mayor don't have no transaction or any business and that's where Mr [AA] come and that's where me hear the argument so me inform Mr. [AA] for protection and Mr. [AA] guide me, send me to the Secretary and that's where me end up at the secretary and me discuss that with Mr [AA].”³⁶

³⁶ Transcript judicial hearing held on January 21, 2015, with Mr. [BB], pgs. 22-23



Based upon the foregoing, Mr. [BB] confirmed that he had in fact met with the then Councilor, Mr. [AA], regarding the allegation that he “take away the Mayor money”. Mr. [BB], however denied having had a discussion with the then Councilor, Mr. [AA] regarding the alleged Two Hundred Thousand Dollars (\$200,000.00), which was purportedly requested by the former Mayor of Lucea, Ms. Shernet Haughton.

In relation to the statement made by Mr. [BB] during his appearance before the then OCG on January 21, 2015, Councilor [AA] conveyed the following:

“CHAIRMAN: ... Now sir, Mr. [BB] appeared before me some weeks ago. Mr [BB] in summary had said that Miss Haughton invited him into her office and was concerned about the number of contracts he was getting, she also felt that she was not aware of the contracts he was getting and what I got from what he was saying then is almost as if he felt that she didn’t believe that he should get so many. So she was reluctant to sign his cheques. Mr [BB] has said that in respect of an offer of \$200,000 that was not made to him, the Mayor, Miss Shernet Haughton then, did not offer \$200,000.

...

I have asked you here to speak to any contact you have had with Mr [BB] in respect of an allegation which has been brought to our attention which is at this stage,

...

CHAIRMAN: ... Let me go back to the beginning, so I am asking you; can you tell us about a July 17th meeting at Global



Villa Hotel in Lucea, July 17, 2014, between yourself and Mr. [BB]?

[BB]. [AA]: *Yes Sir. But just before I go there I just want to be clear, you have said that Mr [BB] said to you that the Mayor asked him for the money?*

...

[BB]. [AA]: ... when John, we call him John, Mr. [BB], told me that he didn't want to, he wants to ensure that he continue getting work at the Hanover Parish Council, and that is why he came to me, but he didn't want to hurt the Mayor, and even after you got involved, and he starts to give the impression, that is after we met, that he wanted to change or he didn't want to go to the extreme, I said to him remember you have to tell the Contract General the truth and the reason why I said that, I don't know if you have that type of provision, but if it is possible, he should be given a lie detector test, and I'm prepared to take one too, because I have the memorandum that I wrote to the Mayor and I don't even have to look at it. John came to me on the 16th of July at the Deputy Mayor's office and he said to me that he has a problem because Miss Cooke told him that he must not be seen around and he must not get any more work from the Hanover Parish Council. (DI Emphasis) So, I said what happened? He starts to look around because the Mayor's secretary is



near to the office of the Deputy Mayor, and he said I don't want to talk to you here I said okay, I will be here for a while anyway. I went home, I called him, I said, what happened? He said we need to meet because he can't talk on the phone. I said okay let us speak tomorrow morning because we have a Commercial Sales Committee meeting the Thursday which would be the 17th and I agreed to meet at Global Villa at 8:30. ... So I reached Global Villa a little before 8:30, ordered a breakfast. John came shortly after and... We sat down I took my notebook and a pen and between what he said to me in the office, because it was a little more than what I just said, and between what he starts to say at my house on the phone and what he said there, it was really the same thing. I just added a few things and I can tell you now, on the 3rd of July, it was a Thursday, we had Mayor's Finance Committee Meeting, the Mayor said to me that I should not come to the Council to sign cheques unless she request me to do so. I found it strange ... So I said why you don't arrange that I come on a Friday to support you in terms of signing cheques so that I can plan my whole activities around that and she said no she will call. Anyway that was the Thursday before the Friday but I didn't know that, that was the reason I just thought that because she didn't want both of us to claim the traveling while she's there.



When John came to the office and said when we met at Global Villa John said to me the Friday evening of the 4th of July the Mayor called him into her office held up three cheques. I asked him if there were any hard cheques there and he said no which means that she had already signed and sent off the other cheques. He said she held up three cheques and said, is your cheques and I'm not signing them you have to pay me \$200,000 first; that is what John told me. John said, he said no I can't pay her \$200,000 because he had already promised some other person's money. I can even call names but I don't want to call names because it is not a part of the investigation he told her that he promised other persons money and he cannot give her that he said she say to forget about them and deal with me. He said when he realized that there were a number of persons waiting on him to be paid the Friday evening he relented and said okay I will pay you. When he went outside and he starts to add up how much he owes for material because it is a concrete drain at Lucea in the Transport Centre, how much he had to pay for material, how much he had to, pay for the labour for the men who worked with him he said he couldn't pay out that so he didn't turn up back after he cashed the cheques he didn't go back to the Mayor. And the reason why he came to me, because nobody knew about this, well, I didn't know, the reason why he came to me was he figured that I



could have done something to put pressure on her to ensure that he continues to get work because it was that statement that really hurt him, that he was not going to get anymore work at the Council. So I said to him, I said, John you want me to act, but what you want me to do? He said just do what you think is necessary, talk to her, but he don't want her to get into any trouble, he just want to know that he can continue to get work. So I said alright I am just going to write her a memo because I figure if I just go and talk to her she might treat it lightly and just say no its not true, but if I write her a memo she might think that I am serious about it. I wrote her a memo, I didn't copy anybody, I didn't say anything to anybody, I heard afterwards that when she got the memo she ran across to be Secretary Manager and show her the memo and that she called in John. Now my memo to her, I didn't say which of the contractors came to me. I just say one of the three contractors because all three contractors were related to the same work but the three contractors was just a matter of convenient, I don't know if John told you, one is his son and one his common law wife.

CHAIRMAN: Yes. he told us.

[BB] [AA]: So she starts to say that it is John offered her money and I don't know why he would offer her money but I am telling you what john told me at the time.(DI Emphasis)



CHAIRMAN: *I think what I – without saying more just to pause here, that if he was offering her \$200,000 he wouldn't be left with anything, so that makes no sense either.*

...

CHAIRMAN: ... *Any reason that you think why Mr. [BB] has had a sudden change of heart?*

[BB]. [AA]: *I think from the onset, from the beginning – I don't think Mr. [BB] really wanted – none of us thought it would have reached this far – I don't think he really wanted to expose that aspect of the discussion. I don't think he wanted to sink the Mayor. I think that the only reason he told me about it was that he felt that I could put some pressure on the Mayor to ensure that he continues to get work from the Council because even when he met with me this week he said to me that he still has not resumed in terms of the work that he usually get and the officers at the Road and Works Department, he said that they are saying that he is the one who caused all these problems and all this investigation from the Contractor General. So I think that he doesn't really want to – because he told me that he wants to do enough to ensure that this does not continues but he doesn't want to sink the Mayor, the former Mayor. As a matter of fact I can tell you this, he came to me one day and said to me that the former mayor came to him and said, you know we can make some money together off Councillor [AA], all you have*



to do is to go to my lawyer – she invited him to her lawyer – and said just come to my lawyer and tell him that you did not tell Councillor [AA] anything like that and we can sue Councillor [AA] and make some money. He told me that. You can ask him and ask him to do a lie detector test, I have no reason to tell any lie. John told me that and he said no. (DI Emphasis)

[OCG Officer]: ... can you actually say whether or not Mr. [BB] had expressed any other concerns about the complaint he had made to you? Did he have any other concerns?

[BB] [AA]: Not different from that, but he would from to time, he would tell me what is happening, because he is the one who told me that the then Mayor went to the secretary with the memo and he is the one who told me that they were trying to get him to say that he is the one who offered the money rather than the Mayor asking for it, but everything was really awry. He even told me when the Contractor General called him, I think he would have been here twice, so he has been in touch with me but he is giving me the impression that he is not prepared to tell on her because he said even the Secretary Manager at the Council has been saying to them, make sure you don't tell the Contractor General any lie. So I was really surprised this morning when the Contractor General is saying that John actually – I know he doesn't really want to sink her, but I don't think he would go outright to say that he didn't tell me that. (DI Emphasis)



[OCG Officer]: *In relation to Miss Renne Cooke, is she a billing officer at the Council?*

[BB] [AA]: Yes.

[OCG Officer]: *And the allegation is that she had informed Mr [BB] that instructions were given that he was not suppose to receive any further work from the Council?*

[BB] [AA]: Yes.

[OCG Officer]: *It was also brought to knowledge that she did not report any such instruction?*

[BB] [AA]: *She didn't say that to John?*

[OCG Officer]: *Can you disclose to us how you came by this knowledge that, that was the instruction given?*

CHAIRMAN: *Not that she didn't say that to John, she is denying that she said that to John now.*

[BB] [AA]: *“Okay. Well, I didn't have any word with her, I just went by what John told me because remember is not like I am doing an official reporting of her or anything to come out of it – none of us know that it would have reached this stage. I really wanted to show her that John made a report to me. I want to advise her that she needs to be careful because if things like these started coming out in the public domain, it would just make a bad situation worst and that I felt would have assisted John in a way that she would say okay. If she feels that John had reported the situation to me and I am aware*”



and if she continues to insist that he doesn't get any work then the thing would become public knowledge. So it was really an effort for John to continue getting work, because we really didn't have a problem with the quality of work that he does and that is what he was always saying, so why is it that because she made a demand of him and he didn't agree he should stop getting work, he thought it would have just stop there. Sir it was really for me, I wasn't really doing an investigation as such to go to Miss Cooke and say – I was just basing it off what John told me.³⁷ (DI Emphasis)

The DI has observed that the foregoing statements provided by Mr. [AA] are consistent with the content of the July 17, 2014 memorandum, which formed the basis of the investigation.

³⁷ Transcript hearing held on April 10, 2015, with Mr. [AA]. pgs. 2-5, 7-12 and 16 – 20.



Mrs. Judy McKenzie-Lawrence Statements Regarding the Meeting held between herself, Mr. [BB] and Ms. Shernet Haughton

In regard to the subject matter, Mrs. Judy McKenzie-Lawrence, provided the then OCG with the following statements during the course of a judicial hearing held on April 30, 2015:

“CHAIRMAN: ...An allegation has been made by a contractor, that is Mr. [BB], that the former mayor...

Now, were you on an occasion present when the former Mayor Miss Haughton invited Mr. [BB] into an office in your presence and asked him whether or not she had asked him for \$200,000 or money to be paid to her for signing of cheques, cheques that should be given to him for work being done on a U-drain in the Lucea Transport Center?

A: *The former mayor called me one day and she said she had received a letter from deputy stating that she was asking contractors for money, so she asked me if she could bring the contractor in question to my office. Both of them came to my office and I asked her how was she was aware that this was what contractor Mr. [AA] was referring to and she said she asked Mr. [AA] and he stated that it was [BB].* (DI Emphasis) *So I have never spoken to [BB] before. So the both of them sitting in my office and she asked him in my presence; "Did you give me money?" The money wasn't mentioned. The figure wasn't mentioned. And he said "No." And she said; "Did I ask you for any money?" And he said "No" And I spoke to him for the first time and I say why*



would you say that to Councillor [AA]? No, I said how did Councillor [AA] come with that matter and he said he told him so. And I say this is the mayor, why would you fabricate a story like that about the mayor, how you think that looks? And he said, he said so, that he gave her money because he didn't want persons within the council to ask him for money. And I said are you getting your money for free? He said, no. I said are you working for your money and he said, yes. So I said if you work your money and you want to give somebody a drink that is up to you, no one can ask you for your money, so therefore you should not go around and spread something regarding that matter and the both of them left.

CHAIRMAN: All right, thank you ma'am. Now in respect of – did you on a subsequent occasion had a meeting just with Mr. [BB] after that meeting with former mayor?

...

A: He came back another time and said sometimes officers would ask him for money, he didn't say which officers, and I said why you didn't come to me and he said he didn't – maybe it is because the way I look. He said he didn't feel that he could speak to me. Persons tend to say that after they have spoken to me. He didn't feel that he could come and say to me. So I said you could have said it to me, it doesn't matter if I look as if I would maybe bite you or something but you could have said it to me. And I said persons cannot pressure you for money because you work for your money and no one can take it away from you. I think he said he was



afraid that maybe he wouldn't get any more work and I remember saying to him, but you are working with the Council and not individuals so therefore – and he has been there for years.”³⁸

³⁸ Transcript hearing held on April 30, 2015, with Mrs. Judy McKenzie Lawrence, pgs. 3-5.



Representation Made by Mr. [BB] Concerning the Demand for Payment in Exchange for the Signing of Cheques

In relation to the captioned, and the overall allegation brought against the then Mayor, Ms. Shernet Haughton, the following is an extract from a hearing held with Mr. [BB] on January 21, 2015, pertaining to the refusal of Ms. Shernet Haughton, to sign cheques payable to Mr. [BB], Ms. [DD] and Mr. [CC], for work executed in regard to the referenced ‘U-Drain’:

“CHAIRMAN: Now, was there a point that you had an issue in terms of getting payment for work done, leading to you having a discussion with Mayor Haughton?”

A: No, sir. (DI Emphasis)

CHAIRMAN: In terms of a cheque being signed, Mayor Haughton had not on occasions invited you to, in order to speed up the process, to pay money to her?

A: No, sir.

CHAIRMAN: In terms of that, did you meet with Mr [AA], the Deputy and he ask you about, speak to him about that matter?

A: Yes, sir.

CHAIRMAN: And in that meeting with Mr. [AA], what did he say to you?

A: Frankly I don't quite remember exactly.

CHAIRMAN: Well let me put it another way. It's reported to us that Miss Haughton, the former Mayor, is saying that you are the one who offered her money when it was put to her that



she offered you to sign the cheque, she's saying you are one who offered \$200,000 to her to get the cheque signed quickly.

A: **Me and her never have such discussion, sir.**

CHAIRMAN: *What is happening now is that when it was put to her by someone that a complaint had been made that a little pressure was being put on you, so that you could get your money, she turned it around and say that is you offer her money?*

A: **I don't know of that.**

...

CHAIRMAN: *What you have here with you contracts, or you have other documents?*

A: **Me have few here and maybe I have some in the car but some of them are from way back and there was time before we don't really get contracts; we signed the contract but we didn't have a copy of the contract. They just newly, maybe about March or so they implement where if you don't have the contract you cannot collect the cheque; you have to bring a copy of it to collect the cheque. If you don't have that you cannot collect the cheque so there wouldn't be much of the contract I have.**

CHAIRMAN: *We are also informed that an instruction was given that you are not supposed to get anymore contract at the Hanover Parish Council because of the fact that you wouldn't let off any money to the Mayor?*



A: Well, Me hear that. Mi hear that argument but nobody never really confront me in person with that type of argument. I heard that argument and I go to the secretary with it and she informed me that nobody can stop me from get work so long as I can do the work for the parish council which she said she get to understand that the officer told her that I do good work for the Parish Council so if me supposed to get work, nobody cannot stop me from get work there once me qualify fe get the work. (DI Emphasis)

CHAIRMAN: Now, how well you know the former Mayor, Miss Haughton, how well you know her?

A: Me know her very well before but since she become the Mayor or Councilor and she is the Chairperson of the Parish Council, me and her don't get on too well. Me and her don't get on too well.

CHAIRMAN: Now, on the 4th of July last year, the Mayor invited you to her office and showed you three bills, three bills and told you that she not signing them unless you pay her \$200,000 on the 4th of July last year.

A: She invite me to her office, I don't remember the exact date. She showed me my bill but she never mention anything 'bout if I don't pay her she not signing the paper. She was like- maybe she feel a way because me get the work and she don't know about the work; that is what she was discussing with me. She say she don't give out work. She didn't want me to get the work. Clearly she didn't want me to get the work so she was saying like she not going to sign it because



she don't know anything about this work and she going to call the Superintendent, secretary and auditor to stop the payment but, me and her never have any discussion 'bout any money like say victimization; she was going on because maybe me do the work and I don't know if maybe she did have somebody different to give the work and we do the work and she only find out when the work finish and the bill to pay, that only my name on it, but as I told you before there were two more bills because three of us do the work. The officer gave the work to the three of us". (DI Emphasis)

CHAIRMAN: *I understand at the same meeting just for a peaceful life you tell her say you a give her some money after the cheque cash, after you get you cheque and it cash.*

A: No, me never have no money discussion with her.

...

CHAIRMAN: Last time I am asking. Miss Haughton, the former Mayor, she don't beg you fen uh money to sign nuh cheque; to give her a little smalls?

A: No, sir. (DI Emphasis)

...

[OCG Officer]: *Mr. [BB], it is also being alleged that when a complaint was made against Miss Haughton requesting money for signing cheque for you, she had summoned you to her office, or called you to her office to enquire about that complaint, did any such thing take place?*



A: *No, I did not go to her office. She see me around the Parish council one morning she drive in, and she go like this – (indicating) – ‘You ah waan see you’, and stuff like that. We go to the Secretary office, she bring me to the Secretary office and was asking for the Secretary.*

CHAIRMAN: *When you say Secretary, you mean Ms. Judy Lawrence?*

A: *Miss Lawrence. She asked me the same question and I sit there and I didn’t answer her.*

[OCG Officer] *Can you just say what the question is?*

A: *She ask if she ask me fe no money fe sign cheque and I didn’t answer her.*

...

Q: *Finally, you said that three persons were carrying out the work for the construction of the u-drain?*

A: *Yes.*

Q: *Can you say what portion of the work the other two persons were undertaking?*

A: *You know, we kind of combine it up after a while and do all the work together because to get the work done; areas where other people have to finish, they have to do some work, so we just combine together to get the work done.*

CHAIRMAN: *Cut it inna three equal half?*



A: *No.*

CHAIRMAN: *Is about a million dollars' worth of work?*

A: *Me get the least, but in saying that me get the least, a member of my family get another part of it.* (DI Emphasis)

„39
...

³⁹ Transcript of judicial hearing held on January 21, 2015, with Mr. [BB], pgs. 6, 7, 8, 9, 10, 26, 27& 28.



[REDACTED]

In relation to the allegation that the former Mayor, Ms. Shernet Haughton, requested Two Hundred Thousand Dollars (\$200,000.00), from Mr. **[BB]**, Mr. **[BB]** appeared before the then Contractor General in an hearing on July 27, 2015, and admitted that the former Mayor, had in fact, made the request to him, contrary to his previous statement. In this regard, Mr. **[BB]** made the following statements:

...

*CHAIRMAN: Mr. **[AA]** has said that you told him that he is surprised that you said to us too, because you met him at Global Village and sat down with him and told him all these things?*

A: Yes, sir.

CHAIRMAN: You met with him and told him these things?

A: Not those statements that you refer to me a while ago.

CHAIRMAN: No, I am not talking about the last one. He said that you met him at Global Village told him that Miss Haughton asked you for money?

A: Yes, sir.

CHAIRMAN: You told him that?



A: First, you know I meet with you before and you question me. I said to you that I came here and I am talking to you and you don't know if I am telling you the truth or I am telling a lie due to the fact about coming here, you question me and then me go outside, there is no witness protection. You don't know what, some of what happens in the parish in terms of with this allegation. It's a very serious allegation and there is a lot of things going on, on the street, threat and all different kind of things going on in the street. Not definitely about the people you questioning me about that sending the threat or, but just like how argument go around and go around the threat argument been coming around and coming around and they are very serious threat on this matter that is going around, sir. (DI Emphasis)

CHAIRMAN: But the fact is, if you are getting threat and you won't tell the police or somebody you can trust or somebody, what the threats are about or who delivering the threats then we not going anywhere. Have you been threatened?

A: Yes, not personal somebody come in front of me and threaten me, but friends of mine, good friends of mine, people in high places too. They are warning me about how me go about.

CHAIRMAN: ...Sir, Mr. [AA] has indicated and also Mr. Hayles has said that he has sat down with you and you have told them these things. You admitted to them that Miss Haughton asked you for money. So they are surprised that you have come to me and said nothing, that you denying it, but they



say you tell them that Miss Haughton asked for money. That is why I invited you back here, because I must tell you I am shock. Because why I was shocked -- I am giving you a chance to speak. Go ahead, is not me doing all the talking. I am shocked to know that something happened. I asked you about it and you tell me you don't know, and then people told me, two people come back and tell me you sit down a Global Village and you go to Mr. Hayles' house too, and sit down in there and you tell them personally that Miss Haughton ask you for money and then you come and tell me no. So what happen, you know, I will give you a copy of the Act. The Act says if you try to mislead me is prison work. So I want to know if you misleading me or is it because of pressure that you mislead me? So let me ask the question again. Has Miss Haughton asked you for money to sign cheques, sir?

A: Yes, sir.⁴⁰ (DI Emphasis)

With respect to the confirmation made by Mr. [BB], the DI also wishes to highlight the following information which was further shared by Mr. [BB] during the referenced hearing:

“ ...

CHAIRMAN: Now tell us exactly what she said to you, sir?

A: Well, first she called me to her office sometime about maybe, it close to 4:00 o'clock to be specific. She call me to her office

⁴⁰ Transcript of OCG Hearing with Mr. [BB] held on July 27, 2015, pgs. 3-6.



when me enter her office me see she have Mr. Munroe like, she a rough up Mr. Munroe something about the work. So when me go inside there, I don't remember what she say to Mr. Munroe and Mr. Munroe say to her like, madam I am not staging these kind of argument with you and she get a call and Mr. Munroe take time and walk out so me leave inside there. She start question me pon it like how me get the work because me and her never do too well with work. So she is like, she looking at it maybe this work is too big for me why me get this work and all a that. Finally now go around and come around she say she want money out of it else she not signing the cheques. Me say to her say I can't give you no money out of it. She say if she no get no money out of it she nah sign it. So, by talking and talking me say to her how much you want out of it. She say \$200,000. I say to her, you can't get \$200,000 out of it and I start to explain and tell her everything about hardware -- remember is not Parish Council material and labour job. Workers have to get pay what do I get and she was like she a stick out and me agree to it, but me know me never did a go give her no money. So me agree to it and she sign the cheques. She send for the cheques them because she sign every cheque and did send them back down and send them back to the Accounts Department and she call the Accounts Department and tell them to bring back the cheques. She sign it and me collect them. Me not even change them. Me find some other money and me pay the workers them because the workers them did outside, them start make whole heap a noise and all a that because me did agree, say well then me will pay them by



*certain time. And that's the reason why to be honest -- stick a point. Me apologize fi the other day when me come and you question me and me never be frank with you. As I told you about the threat and all a that, but me have me mind make up now so I will just embrace everything...*⁴¹ (DI Emphasis)

⁴¹ Transcript of judicial hearing held on July 27, 2015, with Mr. [BB], pgs. 9-11.



Allegation Concerning a Decision Made by the Hanover Parish Council not to Award Mr. [BB] Additional Contracts

In relation to the captioned allegation, the then OCG posed the following questions to Ms. Renee Cooke, Building Officer, Hanover Parish Council:

“It has been alleged that subsequent to the completion of the contract awarded to Mr. [BB], Ms. [DD] and Mr. [CC], you informed Mr. [BB] that instructions were given that he (Mr. [BB]) “...should not be awarded anymore contracts issued by the Parish Council.” Please indicate whether this allegation is true. Your response should also include:

- a. An Executive Summary comprehensively outlining the veracity of the stated allegation.*
- b. Whether the said instructions were given directly to you and if yes, provide the name of the officer (s) and/or individual(s) who gave you these instructions.*
- c. In the event that the instructions were not given to you directly, please provide an Executive Summary explaining how such instructions were communicated to you.*



d. Any additional information relating to the alleged instructions.”⁴²

Based on the foregoing question, Ms. Renee Cooke in her February 13, 2015, response to the OCG’s requisition stated the following:

a) “In regards to the allegations by Mr. [BB] that subsequent to the completion of the contracts awarded and that I told him and that instructions were given that he should not be awarded any more contracts issued by the Parish Council, I cannot recall ever being given such instructions by anyone and hence are just allegations. Subsequent to completion and as recent as January 2015, Mr. [BB] has done minor contract works at the Council. No such instructions were given to me directly or indirectly by any officer and/or individual.”⁴³ (DI Emphasis)

⁴² OCG Requisition addressed to Ms. Renee Cooke on January 29, 2015, question #3

⁴³ Ms. Renee Cooke’s February 13, 2015 signed response to the OCG’s requisition dated January 19, 2015, response #3



Ms. Shernet Haughton's Repudiation of the Allegations in relation to Mr. [BB]

Having regard to the allegations concerning the failure to sign cheques payable to Mr. [BB] until he had agreed to pay her Two Hundred Thousand Dollars (\$200,000.00), Ms. Shernet Haughton provided the then OCG with the following statement during the course of a judicial hearing held on April 10, 2015:

“CHAIRMAN: Now, do you know...[REDACTED]Mr. [BB]?”

A: Yes, sir.

CHAIRMAN: Otherwise called John?

A: Yes, sir.

CHAIRMAN: Now, on the 4th of July last year, you became aware that there are three contracts that he was connected to one way or the other?

A: I don't know if he was connected to three contracts, I know that he had a contract. He got a contract, so I don't know if he is connected to any other...

CHAIRMAN: Our information is that his girlfriend as also his son, the contracts were split and his girlfriend along with his son – just to be detail, his son, [CC] and also his girlfriend [DD] got one of the contracts.

A: I don't know. I know Mr. [BB] got a contract. I don't even know who is girlfriend is.

CHAIRMAN: On the 4th of July last year, you had a meeting, if you can't recall the actual date you could just indicate, you



remember having a meeting with Mr. [BB] in respect of signing of three cheques?

*A: **No, sir. I don't have any meeting with him.** (DI Emphasis)*

CHAIRMAN: Ok, In respect of – you remember signing a cheque for Mr. [BB]?

A: Yes. Sir

CHAIRMAN: And that was in respect of works that he had done?

A: Over by the transport centre, yes.

CHAIRMAN: That's the construction of a u-drain?

A: Yes, sir.

CHAIRMAN: Now, in respect of that, when you sign the cheque, did you sign the cheque in anybody's presence, that particular cheque, can you recall?

A: No, sir. I normally would be in my office alone.

...

CHAIRMAN: And when that cheque was sign (sic), what is the process you return to the Director of Finance, what do you do with the cheque after you sign it?

A: Normally, what I would do -- I would be the last person to sign sometimes, not in every cases, because I was a signing officer then, so normally I would sign, the cheque would come up to me from the Accounts Department, I would sign, call them and they come back and pick it up.



CHAIRMAN: “Now, Mr. [BB] , the contract, from our understanding, was split into three, the amount for Mr. [BB] , I am just going to show it to you rather than just speaking, was for Two Hundred and Seventy-Two Thousand Dollars (\$272, 000.00),...

A: ...that is my signature.

...

CHAIRMAN: Okay. I am going to show you two more...This one I am going to show you now is for [CC] and it is to facilitate construction of the u-drain...

A: Here is my signature.

...

CHAIRMAN: Okay. Now, that one is in the amount of – what’s the total on that?

A: This is \$462,56...

CHAIRMAN: \$462,000?

A: Right, but I know [BB], I don’t know if this guy is his son.

CHAIRMAN: Yes, that is his son.

....

CHAIRMAN: Also for A [DD], also the project in Lucea Transport Centre U-Drain Project, this one is for a total of Two Hundred and ighty-Seven Thousand Seven Hundred and Sixty Dollars...



A: Yes, sir. I don't know of her either.

CHAIRMAN: That person, we have been informed, is his girlfriend.”⁴⁴

The DI further noted the following statements made by Mr. [BB] during a Hearing convened by the then OCG on July 29, 2015. The following was highlighted:

“CHAIRMAN:When you add up all three of them, just a minute, sir? It comes to \$1,022,760. What a trying to understand, the cheques even though it in your son's name and it in [DD]'s name, when the cheque them cash them was going to give you the money and then you tell them how much you giving them, is that correct?

A: Not really. Is not what I am giving them. It is one family, [DD] is my girlfriend, [CC] is my son. [DD] is [CC]'s mother, is one family. But unfortunately me did a go overseas but me did cancel. About two weeks when the payment should be, me did fi go way before the payment make, but me did cancel. So first those two cheques would be paid out and them my two hundred would pay after for a different, different part of the work... That's how me end up come back fi collect. While I am here I just collect the remainder because the work was finished and I explain the situation to Mr. Munroe.”⁴⁵

⁴⁴ Transcript of OCG Hearing with Ms. Shernet Haughton held on April 10, 2015, pgs. 5-9.

⁴⁵ Transcript of OCG Hearing with Mr. [BB] held on July 29, 2015, pg. 6.



It was also revealed by the former Mayor, Ms. Shernet Haughton that she was unaware of the three (3) contracts that were awarded to “one family”, that is, the household of Mr. [BB], by the Hanover Parish Council, to construct the referenced ‘U’ drain. In this regard, the former Mayor, Ms. Shernet Haughton provided the then OCG with the following statement during a Hearing, which was held on April 10, 2015:

[OCG Officer]: *This particular u-drain, there were three contracts that were entered into for that construction, can you say why it is, in your opinion, why is it that three contracts were entered into for that construction?*

A: **I don't know.**

[OCG Officer]: *Did you query that upon signing the cheques?*

A: **No, I didn't. I just ask for them to go and ensure that the work was done because I didn't even know that they were working over there. So I don't know.**

[OCG Officer]: *So the signature on the "Form B" that indicates the signature of the Assistant Superintendent of Work indicating work satisfactorily done...*

A: *Okay.*

[OCG Officer]: *...let me show it to you. Was that signature there when you had made a request to the Secretary Manager?*

A: *Okay. Normally, yes, they would have done their part, but because I was not aware of anything being done over by the transport centre and I being the Mayor at the time, I think somebody would have said to me that okay, we are going to be*



doing this over there or do that over there, so I wasn't aware that any work was being done over there.

[OCG Officer]: *Would it be fair to say that even upon seeing the signature of the Assistant Superintendent of Work -- the Assistant Superintendent that the work was satisfactorily done that you are still suspicious about this contract?*

A: *Is not that I was suspicion (sic) of the contract but even if the Work Overseer or anybody said that the work is satisfactorily done, I would still ask, even if it was not him, if it was even anybody else I would still ask, because I was not aware that any work was happening and the building-- -Parish Council building it is not really far from the transport centre, yes.*⁴⁶(DI Emphasis)

During the course of a Hearing which was convened on April 10, 2015, Ms. Shernet Haughton, then Mayor, denied the allegations brought against her by Mr. [BB] and in this regard provided the then OCG with the following statements:

“CHAIRMAN: Now, there is an allegation that has been made that on the 4th of July, 2014, Mr. [BB] was invited -- well, came into your office and you showed him three bills and the cheques and you told him that you will not be signing them unless you were paid Two Hundred Thousand Dollars (\$200,000.00).

A: *No, sir. No, sir. The only time I get bills, when they are prepared by the Accounts Department, if it is a bulk or*

⁴⁶ Transcript of judicial hearing held on April 10 2015, with Ms. Shernet Haughton, pg. 37-39



whatever it is, they would take everything up to me. (DI Emphasis)

CHAIRMAN: *It is that the allegation also is that the signing of these cheques was in respect of a contract that had been awarded to Mr. [BB] to do this said construction of the u-drain in the transportation centre in Lucea...*

...

A: *Yes, because I saw it on that when the bill came to me, because I didn't even know that Mr. [BB] was working over there.*

CHAIRMAN: *Now, the allegation, further, is that you refused to sign the cheques and you didn't agree to sign them until Mr. [BB] says that he would pay the Two Hundred Thousand Dollars (\$200,000.00) after he cashed his cheque?*

A: **No, sir. No, sir.** (DI Emphasis)

CHAIRMAN: *Further, that Mr. [BB] told you that he had to pay other people in the Council so he couldn't give you the Two Hundred Thousand Dollars (\$200,000.00)?*

A: **Mr. [BB] and I did not hold that conversation about paying anybody in the Council. And as I swear to the Bible, I am telling you the truth, him and I didn't hold any conversation any at all.** (DI Emphasis)

CHAIRMAN: *Further, Mr. [BB]... the allegation is said that because he had to pay the other people, two other people in*



the Council, he could not give you any money and you said, "Forget about them, deal wid me."

A: *No, sir. No, sir. I have -- from I took office at the Hanover Parish Council I have never, ever, recommended Mr. [BB] for a contract, never. So there is no way I could have asking him back for money. I have never. And excuse me, sir, for I just – because I am – is just the emotions.* (DI Emphasis)

CHAIRMAN: *That's fine. Now, has it ever been brought to your attention that this issue with [BB], before you receive my summons, that this issue of Mr. [BB] was a matter of concern?*

A: *Mr. [AA] wrote me a letter.*

CHAIRMAN: *When you got that letter?*

A: *I don't remember but I know he wrote me a letter.*

CHAIRMAN: *Okay.*

A: *And after I got the letter, I wrote him back. I wrote him back a letter. I was even looking for the copy to take with me but I couldn't find it. And I took the guy that's, [BB], in front of the Secretary Manager and I ask him about it; that was what I did.* (DI Emphasis)

CHAIRMAN: *When -- you said Mr. [AA] wrote you something, how long is it that you took [BB] before the Secretary Manager and asked him, can you remember that?*



A: *It was a few days after I got the letter because I replied to Mr. [AA]. So it was after I got that and I replied to him because I was so upset about it and knowing that it is not true, so I took him in front of the Secretary Manager and ask him about it, which he said to her, "Madam, it is a lie." That is what he said to her.*

...

CHAIRMAN: ...Miss Haughton, there is a -- I wouldn't know if I would call it a rumor but it is being said that it is Mr. [BB] who offered you Two Hundred Thousand Dollars (\$200,000.00) to sign the cheques?

A: *No, sir.* (DI Emphasis)

CHAIRMAN: That never happened?

A: *No, sir. He didn't offer me anything, no, sir. I didn't ask him for anything, and he did not offer me anything.* (DI Emphasis)

...

CHAIRMAN: Now, it is being suggested, also, that the exact words that you use to Mr. [BB] were, this is after he was invited into the office and shown the bills and the cheques that if -- the words, "If I don't pay her, she not signing the paper"?

A: After I do what?

CHAIRMAN: Remember I said earlier that bills were shown to him as also the cheques?



A: Yes.

CHAIRMAN: *And after you show him the bills and you show him the cheques, you then said to him, "If he doesn't pay you, you not signing the paper"?*

A: **No, sir. And normally when I am signing cheques nobody that would work would not be in that office. No contractor whatsoever would not be in the office.** (DI Emphasis)

CHAIRMAN: *...how long you know Mr. [BB]?*

A: *I don't -- I see him but I am not really familiar with him like socialize, yes.*

...

CHAIRMAN: **When you had him before you and the Secretary Manager, how was contact made with him for him to be there when you asked him in front of the Secretary Manager?**

A: **Saw him downstairs.** (Emphasis)

CHAIRMAN: *The same time?*

A: *When I took him up there, I saw him downstairs, yes.*

CHAIRMAN: *Now, in relation to any of the cheque, his cheque to sign, that would have come in this bundle, is the same day you sign his cheque that you saw him downstairs, another day?*

A: **It was after I got the letter. After I got the letter from [AA], after I got the letter...**



...

CHAIRMAN: So let's talk a little about -- so you saw -- after you saw the letter from Mr. [AA], what you did immediately after that?

A: I wrote back to him to tell him that his allegations is not true.

CHAIRMAN: And what allegations is it that Mr. [AA] made?

A: Said that I told the contractor that --- let me see -- I want to remember the exact thing that was in it, that is why I was looking for it too, because I have one letter but is not the one that I wrote to him, I have another one.

CHAIRMAN: Okay.

A: Yes. What I said to him was --- I think I wrote to him and tell him that he should not have said those things about me. I don't remember exactly what it was but I know I wrote something to him...

CHAIRMAN: Okay. Now, from the letter that Mr. [AA] wrote to you, he specified in it this particular contractor by name, why you went to this man downstairs?

A: Okay, the reason why I went to that man downstairs it was Mr. [AA] same one who told me because after we -- after I got the letter we meet.

CHAIRMAN: We who meet?

A: It was me, Mr. [AA], Claire, Councilor Claire, right. Who else was there? And he told me that it is that guy, Mr. [AA] told me.



CHAIRMAN: In the meeting with all these people?

A: Yes, Mr. [AA].

CHAIRMAN: So the meeting you had with these persons Councilor Claire, Councilor [AA], yourself, and who was the other?

A: I don't remember if it was the Secretary or who – I don't remember but I know somebody else was there. When we had that meeting...”⁴⁷

The then OCG further sought to ascertain whether Ms. Shernet Haughton had given an instruction to the staff at the Hanover Parish Council to discontinue the award of contracts to Mr. [BB]. In this regard, Ms. Haughton provided the following statements:

“CHAIRMAN: Ma-am, the allegation is that Mr. [BB] said that you -- you said that you don't give out work and you didn't want him to get any work?

A: No, sir. No, sir.

CHAIRMAN: Also that you not going to sign it because you didn't know anything about the work and you going to call the Superintendent Secretary and Auditor to stop the payment?

A: No, sir, I did not say that I am going to call them to stop any payment. I called the Secretary Manager to find out -- ask her to ask the Auditor if the work was done over by the transport centre because I was not aware of anything being

⁴⁷ Transcript of OCG Hearing with Ms. Shernet Haughton held on April 10, 2015, pgs. 5-19.



-- was happening over there because I have not gone there.”⁴⁸

In order to ascertain the veracity of the assertion that after the initial allegation was made regarding the Two Hundred Thousand Dollars (\$200,000.00), Ms. Shernet Haughton met with Mr. [BB] and suggested that they could ‘*make some money off Mr. [AA]*’. The following questions were asked of and responses provided by Former Mayor Ms. Shernet Haughton at a Hearing held by the then OCG on April 10, 2015 in relation to same:

“CHAIRMAN: ...did you have a conversation with Mr. [BB] telling him that you and him can mek some money afta Mr. [AA]?”

A: Me and him can mek some money afta Mr. [AA]”?

CHAIRMAN: You smile?

A: Yes, sir, I had to smile because I know I didn't tell him that me and him can mek some money afta Mr. [AA].

CHAIRMAN: And more importantly, you tell him, that is Mr. [BB], must mek sure that him tell -- I don't know if it is me, The Contractor General -- but anybody who ask that -- this story about you offering him money, that is the Two Hundred Thousand Dollars (\$200,000.00) that nothing don't go so and is lie and once him say that, you can use that to sue Mr. [AA] fi tarnish your name?

A: That me told Mr. [BB] that him must tell somebody -- no, sir.

⁴⁸ Transcript of OCG Hearing with Ms. Shernet Haughton held on April 10, 2015, pg. 22



CHAIRMAN: *You have no discussions with Mr. [BB] about fi mek some money afta Mr. [AA]?*

A: *Me never tell Mr. [BB] anything about Mr. [AA] and making any money off Mr. [AA] or anything like that, that a lie; they telling lies on me.*⁴⁹ (DI Emphasis)

In regard to the meeting with Councilor Claire, Mr. [BB] and former Mayor Shernet Haughton, in which a discussion was held regarding the primary allegation brought against Former Mayor Shernet Haughton, Ms. Shernet Haughton also, provided the then OCG with the following statements:

“CHAIRMAN: *So what happened in that meeting now, with the three of you, what happen when you go in there now?*

A: *Okay, I said I heard that -- I told him that Mr. [AA] said it that I ask him for money, \$200,000.00, and say if me don't get \$200,000.00 from him me not signing cheque. And him seh, "Lie, nothing nuh guh suh, lie." And I seh, "But Mr. [AA] said it and Mr. [AA] even wrote a letter to me and told me that it is you.*

[OCG Officer]: *In your capacity as the then Mayor, did you at any time issue any instructions to anybody at the Parish Council relating to work by [BB] that he was not suppose to receive any work?*

A: *No, Miss, no.*

[OCG Officer]: *Have you heard? Are you aware of that instruction being given?*

⁴⁹ Transcript of OCG Hearing with Ms. Shernet Haughton held on April 10, 2015, pgs. 26 & 27



A: No, no. And I have never said that to anybody at all, never.⁵⁰

(DI Emphasis)

⁵⁰Transcript of OCG Hearing with Ms. Shernet Haughton held on April 10, 2015, pgs. 32 & 35.



CONCLUSIONS

Based upon analyses of the statements and the review of documents and responses to various OCG Requisitions, the DI has arrived at the following considered Conclusions:

1. The DI concludes that there is insufficient evidence to corroborate the allegations brought against Ms. Shernet Haughton, former Mayor, Hanover Parish Council, that she demanded Two hundred Thousand Dollars \$200,000.00 in exchange for the signing of cheques in favour of Mr. [BB].
2. The DI concludes that in circumstances where the Force Account procedures are being utilized, the procuring entity must procure the temporary labour to execute the desired works, in keeping with the provisions of Appendix 5 of Volume 2 of the then applicable Government of Jamaica Handbook of Public Sector Procurement Procedures (GPPH, 2012).
3. With regard to the three (3) contracts that were issued to Mr. [BB], his son, Mr. [CC] and his 'girlfriend', Ms. [DD], the DI concludes that the Hanover Parish Council, deliberately splintered/fragmented the contract. The effect of this splintering of the contract was that the Direct Contracting Procurement Procedures was applied rather than the Limited Tender Procurement Procedures.

The application of the Limited Tender Procurement Procedures would have necessitated that the Hanover Parish Council invite at least three (3) National Contracts Commission (NCC) registered contractors to provide quotations and that the contractor be registered with the NCC.

Consequently, the Hanover Parish Council breached Section A1.1.1 of the GoJ Handbook of Public Sector Procurement Procedures in the award of the respective contracts. The referenced procurement guidelines explicitly state that “splintering”, is “the deliberate



separation of contracts, done specifically to avoid the requirements for competition or approval.”

4. Having regard to the foregoing breach, the DI also concludes that the circumstances under which the contracts were awarded to Mr. [BB], his son, Mr. [CC] and his ‘girlfriend’, Ms. [DD] , were in contravention of the Section 4 of the Contractor General Act, which states, *inter alia*, that contracts are to be awarded impartially and on merit and that the circumstances in which each contract is awarded or, as the case may be, terminated, do not involve impropriety or irregularity.



RECOMMENDATIONS

With regard to the general Findings and Conclusions that are detailed therein, the DI recommends that the following recommendations be implemented by the Ministry of Local Government and Community Development and/or the Hanover Municipal Corporation:

1. The DI recommends that the Ministry of Local Government and Community Development initiate an investigation into the protocols and standard operating procedures employed by the Hanover Municipal Corporation in relation to the cheque signing process to determine that no undue influence could be imposed by the member of the political and/or administrative directorate who is required to sign cheques.
2. Having regard to the deliberate action undertaken by the then Hanover Parish Council to splinter the contract, in relation to the construction of the “U-Drain” at the Lucea Transportation Centre, the DI strongly recommends that the Ministry of Local Government and Community Development immediately seeks to ensure that the Officers of the Hanover Municipal Corporation observe and abide by the procurement guidelines promulgated by the Government of Jamaica, particularly, those in relation to the appropriate methodology to be utilized in accordance with the value of the contract and the respective threshold.
3. It is recommended that the Accounting and Accountable Officers at the Hanover Municipal Corporation take a more proactive and aggressive role in developing, implementing and enforcing effective risk management systems, checks and balances and other appropriate management systems in an effort to mitigate against deviations from the procurement guidelines and other relevant policies.

Director of Investigation