

On July 9th, I received notice of the termination of my employment with The Connecticut Port Authority from Evan Matthews, the Executive Director, and Diane Wolff who was hired by Matthews as a Human Resource consultant. The letter I received raised largely unspecified concerns regarding my performance and conduct. The only specific item cited was alleged "...failure to adequately implement, maintain, and manage certain financial management practices and protocols. . ." The letter also claimed that these concerns had been discussed with me. Each of these contentions is false.

First, the Authority did not raise concerns regarding these subjects with me. When my counsel asked for a copy of my personnel file, it contained no documentation of these concerns, other than a written warning from 2018, which I declined to sign because it falsely recited an interaction I had with Mr. Matthews concerning his Authority-issued debit card while he was on official business at a tradeshow in Houston with Andrew Lavigne. When the account was opened a limit of \$1,500 per day was put on the card by the bank. On the day in question, Matthews had spent the limit of \$1,500 which largely included charges for food and beverages. He was upset that he was not able to place additional charges on the card. The written warning did not accurately describe the events and I therefore declined to sign it. My file was devoid of any other documentation of concerns regarding my performance or conduct or any discussion of these subjects with me. Further, I did not fail to adequately implement, maintain and manage certain financial management practices and protocols as alleged.

I had financial training and experience before I was hired. I know how to use Quick Books, but never used it at the Authority. When the Authority started to use the state financial system, CORE, among other duties, I ran payroll reports and authorized payroll for Mr. Matthews, Mr. Lavigne and Cassandra Berthiaume, the Fiscal Administrative Assistant. Mr. Matthews took that responsibility away from me in June 2019, when he took me out of any role in the Authority's finances. It's interesting to note that Ms. Berthiaume stopped speaking to me or the other person in my office a few months before that; right after my disagreement with Ms. Bonnie Reemsnyder, the Chair of the Board's Finance Committee, at a finance committee meeting about the Authority using Quick Books. At that particular meeting Ms. Berthiaume gave the Finance Committee copies of proposals from a few software companies that she spoke with in order to "build an accounting program" for her which would cost thousands of dollars just to set up. I disagreed and thought the Authority should use Quick Books. Ms. Berthiaume and Ms. Reemsnyder said that Quick Books was not secure.

When I was hired, the Authority was using a bank that board member Ms. Reemsnyder referred the Authority to. I paid bills through the bank's online ACH corporate system. In my opinion, this was not working well for the Authority, so I opened an account at a local bank. I also worked with the State Comptroller's Office and Treasurer's Office with regard to our Bonding projects at the Authority. I was never permitted to have any meaningful role in the development of financial practices or protocols at the Authority. These came from the Authority's legal representatives, Robinson and Cole. I received drafts of financial policies and procedures from Robinson and Cole, which I was to pass on to Mr. Matthews and also to Ms. Reemsnyder. These policies & procedures, I was told, should be considered by the Finance Committee and further recommended to the full Board for adoption. These policies were on the Finance Committee agenda, but they never reached the Board, and the Finance Committee never implemented policies or procedures governing financial matters. The Finance Committee also never reviewed bank statements or debit card statements of the Authority. I had no meaningful discretion or judgment with respect to financial items, all of which were overseen by Mr. Matthews. Ms. Berthiaume, whom I supervised, only knew how to run Excel spreadsheets. She had no experience with accounting programs that was made known to me. When I suggested that the Authority hire a certified public accounting firm to review the books on a quarterly basis and train her in Quick Books, Mr. Matthews rejected my recommendation.

In August 2018, Mr. Matthews prepared an annual performance appraisal regarding my work as office manager and receptionist. He rated my work as good in all elements. I never saw this appraisal until my attorney obtained my personnel file.

In early September 2018, I received a new position description from Robinson and Cole with additional duties, and a significant salary increase which I negotiated with Mr. Matthews. The salary increase was retroactive to August 17, 2018. If my performance was inadequate or my conduct was inappropriate, why would I have received this raise and this new set of job responsibilities?

In June of this year I was informed by Ms. Wolff and Mr. Matthews that my duties were revised. They informed me by handing me a new job description without explanation. Specifically, I was advised that finance and supervisory responsibilities would be removed from my job description. Mr. Matthews told me that he was going to take a management course and it was approved by Scott Bates and that he would be supervising Ms. Berthiaume and overseeing Finance.

When Mr. Matthews and Ms. Wolff met with me briefly in early July to advise me of the termination of my employment, Mr. Matthews told me that the real reason I was being terminated was that Ms. Reemsnyder was dissatisfied with the results of a draft audit of the Authority's books and records performed by the Authority's auditors, Blum Shapiro. I was told that she said it was "unacceptable" and that he and she decided that I should be terminated. I was not in any way responsible for the deficiencies cited in that report. I was not even working for the Port Authority for the first few months covered by that audit.

I never saw receipts for Mr. Matthews' expenses as he was not giving them to me anymore, because I always questioned him. Instead he gave them directly to Ms. Berthiaume who did not question him at all and who knew what he was doing. I had discussed this with her several times.

Mr. Bates essentially ran the Authority. For the most part, Mr. Matthews did not make any decisions; instead, he took his direction from Mr. Bates. If anyone else needed to have contact with Mr. Bates from the office, they had to go through Mr. Lavigne whom Mr. Bates arranged for the Authority to hire-first as a consultant, then a full time employee. Mr. Lavigne, for the most part, wrote his own job description (Business Development and Special Projects) and was hired at the top of the salary range indicated for the position, \$94,000. As far as I could tell, he had no relevant job experience. I understood that he knew Mr. Bates when both worked in the Washington, D. C. area. Mr. Lavigne and Mr. Matthews had many lunches, dinners and drinks which were paid for with the Authority's credit card. Mr. Matthews would say it was "business development."

Mr. Matthews and Mr. Lavigne attended tradeshows around the United States. Mr. Matthews attended a Steele conference in Tampa, Florida where his sister resides.

Mr. Matthews declined to use the Authority's automobile for business travel. Instead, he used his vehicle and Ms. Berthiaume submitted requests for mileage reimbursements to Ms. Reemsnyder. She approved these requests for reimbursement of Mr. Matthews' expenses. He was reimbursed approximately \$400 - \$600 every month. Mr. Lavigne also did not use the Authority's vehicle when he could have. Mr. Matthews signed off on his mileage requests.

Mr. Lavigne uses his personal cell phone for Authority business.

Mr. Matthews hired Libby Slater from Rhode Island who is a friend of his wife, to decorate the Authority's original office at the cost of over \$40,000. I did the same work for the second office across the hall, which was the same size, for less than half of that cost. He tried to involve Ms. Slater in that project, but I didn't use her.

The second office which was across the hall was not a wise decision in my opinion. He essentially "divided" the employees. Mr. Matthews was in the second office more than he was in his own office. He was "working from home" many Fridays. He rarely came into the office before 10:00 - 10:30 a.m. He traveled from Rhode Island and said many times that neither he nor his wife had any intention of moving to Connecticut.

I was not the source of information which triggered the audit of the Authority by the state auditors.

After I was let go, the Authority offered me severance pay of \$5,000, if I would sign a confidential severance agreement and general release of claims. My attorney and an attorney for the Authority from Robinson and Cole discussed the terms of this agreement on a number of occasions, but ultimately we were unable to reach agreement. The initial draft of the agreement required that I agree to say nothing negative about the Authority, its officers, officials, directors or employees, the services or programs provided or to be provided by the Authority, the business affairs, operation, management or financial condition of the Authority, or the circumstances surrounding my employment and/or separation of employment from the organization. The only exception was if I was testifying truthfully in court or before an administrative agency. Counsel for the parties continued to negotiate regarding this and other terms of the agreement, but the last draft contained new language regarding negative comments which made clear that the Authority's principal focus was preventing me from discussing anything with the media. The last draft of the agreement contained the following language on this subject:

"[y]ou agree not to make disparaging, critical or otherwise detrimental comments to any person or entity that is involved in the press or media of any kind, that you know or reasonably know is involved in the press or media, or that you know is reasonably calculated to lead to involvement or communication by the press or media concerning the (Authority), its officers, officials, directors or employees; the services or programs provided or to be provided by the (Authority); the business affairs, operation, management or the financial condition of the (Authority); or the circumstances surrounding your employment and/or separation of employment from the (Authority), except if testifying truthfully under oath pursuant to any lawful court order or subpoena or otherwise responding to or providing disclosures required by law."

I refused to agree to this language for several reasons. First, not only did the Authority take away my livelihood, the Authority damaged my personal and professional reputation by terminating my employment without explanation, amidst the controversy swirling around the Authority, while it maintained Mr. Matthews on paid leave. I was concerned that this would lead members of the public and potential employers to infer that I had done something wrong, which I know is untrue. I am very concerned that the adverse publicity that the Authority's actions have generated will greatly exacerbate the already difficult task I face in finding new employment as an older, single woman. Second, I felt the need to be free to talk to federal or state officials investigating activities of the Authority if they asked to speak with me, without requiring service of a subpoena or other legal process. In addition, I wanted to be free to discuss what had truthfully occurred with members of my family, friends, other members of my community, and potential employers so I could clear my name. The Authority refused to allow me this latitude. It also declined to make any reciprocal promise not to speak negatively of me. Because I refused to sign the proposed agreement under these circumstances, the parties' negotiations broke down.

I am willing to speak to any state or federal entity conducting an investigation into the activities of the Authority upon request. I do not intend to comment further on these matters in the media. I have issued this statement to make clear that I have done nothing wrong, did not deserve to lose my job, and welcome a full and transparent investigation of events at the Authority, including the termination of my employment.



Connecticut Port Authority

RECEPTIONIST AND OFFICE MANAGER

Position Grade: 1
Direct Reports: None
Salary Range: \$32,568 - \$49,037
Career Series: Corporate

Reports to: Executive Director
Wage Hour Class: Non-Exempt
Hours Worked: 40

SUMMARY:

This position is accountable for serving as the office manager and acting as the receptionist for the Connecticut port authority offices in Old Saybrook.

EXAMPLES OF DUTIES:

Duties may include one or more of the following activities:

- Welcomes visitors by greeting them, in person or on the telephone; answering or referring inquiries;
- Maintains and updates manuals and reference materials on Connecticut Port authority programs and services.
- Coordinates and schedules appointments, conference calls, and meetings which may include the assembly and distribution of materials; maintains appointment calendars; assists with travel arrangements as required;
- Maintains security by following procedures; monitoring sign-in sheet;
- Processes, sorts and distributes mail;
- Take notes and prepare minutes of meetings, seminars or workshops;
- Maintains office services by organizing office operations and procedures; maintaining filing systems; reviewing and approving office supply requisitions; assigning and monitoring clerical functions;
- Acts as IT liaison with outside IT vendors, and updates the website.
- Coordinates facilities requests with building manager
- Contributes to team effort by accomplishing related results as needed.
- Manages, and tracks the daily expenses of the office and staff, making entries in the CPA financial system, and coordinating with the finance committee and accountant or bookkeeper.
- Assists in planning and coordinating special events
- Manages and books travel, and assists staff with travel expense reports.

MINIMUM QUALIFICATIONS REQUIRED **KNOWLEDGE, SKILL AND ABILITY:**

This position requires considerable knowledge of office systems and procedures; excellent communication skills including polite, friendly telephone manner; ability to provide information about the Connecticut Port Authority and redirect phone calls to appropriate staff; considerable knowledge of proper grammar, punctuation, and spelling; considerable oral and written business communication skills; ability to schedule and prioritize office workflow; ability to operate office equipment; considerable knowledge of Microsoft Office Suite which includes Word, Excel, Outlook, and PowerPoint; ability to take notes and type at a net speed of at least 50 wpm; strong interpersonal skills; ability to communicate effectively, tactfully, and courteously





**Connecticut Port Authority
Office Manager**

Salary Range: \$61,000 - \$80,000 Yearly

PURPOSE OF JOB CLASS (NATURE OF WORK)

In the Connecticut Port Authority (CPA), this position is primarily responsible for performing a range of administrative, office management, and supervisory functions as well as human resource/personnel functions. This is an exempt position.

REPORTING RELATIONSHIP

Supervised by the Executive Director.

SUPERVISION EXERCISED

No direct supervision. May provide direction to other administrative staff to the extent staff are assisting the position as part of their job responsibilities.

EXAMPLES OF DUTIES

- Coordinating and overseeing general office and business functions including CPA vendors and contractors, computer systems, filing and record-keeping systems, office workflow, internal and external communications and scheduling, and special events
- Managing office expenses, may provide support to Finance Assistant
- Maintaining, updating, and preparing seminars, workshops, manuals and reference materials on CPA programs/services including the CPA's website content
- Ensuring compliance with, and maintaining, CPA policies and procedures including security procedures
- Managing and processing human resources, payroll, benefits, time, and labor data and transactions
- Providing training and technical assistance on CORE-CT
- Assisting with personnel issues including hiring and staffing and ensuring compliance with personnel policies and procedures
- Coordinating CPA Board of Directors' meetings including scheduling and attendance, and maintaining notes/minutes of such meetings
- Serving as Ethics Liaison between the State of Connecticut and the Board of Directors of the CPA
- Serving as primary liaison between the State of Connecticut Department of Economic and Community Development and the Comptroller's Office and the CPA
- Serving as back-up approver for the Deputy Secretary of State as it relates to approving time entries/records for the CPA Executive Director in CORE-CT



- Performing any and all duties required of the position including those required or assigned by the Executive Director and the CPA Board of Directors

KNOWLEDGE, SKILL AND ABILITY

Knowledge of office systems and procedures; experience in managing an office and supervising employees; ability to multitask; strong business communications and presentation skills; excellent problem-solving and management/supervisory skills; knowledge of principles and procedures of personnel, payroll, purchasing, and contract administration; other skills as required by the position.

MINIMUM QUALIFICATIONS

Five (5) years of employment experience in administration, operations, management, supervisory positions and/or human resources. Must have previously maintained expense records, and be familiar with financial accounting systems and record keeping. Preference will be given to candidates with experience using CORE-CT, as well as human resources, payroll, and time and labor systems. Knowledge and experience in Chart of Accounts, Bookkeeping best practices, A/P, A/R and payroll.

SPECIAL REQUIREMENTS

Travel, domestically and internationally, may be required.



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PURPOSE OF JOB CLASS (NATURE OF WORK)

In the Connecticut Port Authority (CPA), this position is primarily responsible for performing a range of administrative, office management, and supervisory functions as well as human resource/personnel functions. This is an exempt position.

REPORTING RELATIONSHIP

Supervised by the Executive Director.

SUPERVISION EXERCISED

Directly supervises Finance Administrative Assistant and directs other administrative staff to the extent staff are reporting to the position or are assisting the position as part of all or part of their job responsibilities.

EXAMPLES OF DUTIES

- Coordinating and overseeing general office and business functions including CPA vendors and contractors, filing and record-keeping systems, office workflow, internal and external communications and scheduling, and special events
- Managing office expenses, maintaining the CPA financial system, coordinating with CPA Finance Committee, and performing bookkeeping functions
- Maintaining, updating, and preparing seminars, workshops, manuals and reference materials on CPA programs/services including the CPA's website content
- Ensuring compliance with, and maintaining, CPA policies and procedures including security procedures
- Managing and processing human resources, payroll, benefits, time, and labor data and transactions
- Providing training and technical assistance on CORE-CT
- Assisting with personnel issues including hiring and staffing and ensuring compliance with personnel policies and procedures
- Coordinating CPA Board of Directors' meetings including scheduling and attendance, and maintaining notes/minutes of such meetings
- Serving as Ethics Liaison between the State of Connecticut and the Board of Directors of the CPA
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Five (5) years of employment experience in administration, operations, management, supervisory positions and/or human resources. Must have previously maintained expense records, and be familiar with financial accounting systems and record keeping. Preference will be given to candidates with experience using CORE-CT, as well as human resources, payroll, and time and labor systems. Knowledge and experience in Chart of Accounts, Bookkeeping best practices, A/P, A/R and payroll.

SPECIAL REQUIREMENTS

Travel, domestically and internationally, may be required.

ANSWERS TO QUESTIONS POSED BY TATSIANA SIDARAU, STAFF AUDITOR

OCTOBER 28, 2019

1. What was your financial background prior to your employment at CPA?

Quick Books; Accounts payable; Most recently I worked on the Estuary Council of Seniors' budget when I was President of that board 2015-2017;

2. What were your responsibilities when you worked for CPA?

See job descriptions attached.

3. Did your responsibilities include maintaining CPA's accounting records by making entries in QuickBooks during the state fiscal years ended June 30, 2018 and 2019?

I started work on September 11, 2017. The Department of Community Economic Development (DECD) was paying the Authority's bills before the Authority's move to Old Saybrook. After the move to the Authority's Old Saybrook office, DECD continued to pay all but a few invoices, like the invoices for the pictures purchased from Ms. Reemsnyder's daughter, invoices from Libby Slater of Rhode Island for interior decorating, and my payroll (because Mr. Matthews and Ms. Reemsnyder were trying to figure out to which entity they would assign me for fringe benefits, including health

insurance. Mr. Matthews was then also using a Webster Corporate account to pay very few bills. I kept a file on Webster Corporate when I paid bills via its ACH service as I was instructed to do.

About 2 or 3 months after I started work, Accurate Ledgers (bookkeeper) was hired at the suggestion of the Authority's auditors, Blum Shapiro. Maureen Godin from Accurate Ledgers, who previously worked with the Blum Shapiro representatives assigned to the Authority's account, came in once per month to retrieve invoices and pay them. She also did my payroll. She kept her records in Quick Books. I met with Maureen once per month. I would invite Mr. Matthews to sit in and he did once, but was not interested in doing that on a regular basis. Maureen and I would go over the bills, and decide on the line item to which each invoice would be charged. She used the Webster Corporate account to pay bills and also worked with DECD. After we moved the Authority's account from Webster Bank to Essex Savings Bank (discussed below), Maureen still worked with DECD, because it remained involved with payroll, bills and bond payments. DECD also worked with the Program Manager Joe Salvatore. Maureen would do a monthly report for the Finance Committee meeting.

Eventually, it became unnecessary to maintain the Webster Bank account, so I suggested to Mr. Matthews that the Authority open accounts in a local bank. He agreed and we went to Essex Savings Bank. We opened an account and received debit/credit cards. At Mr. Matthews's suggestion, we got 2 cards - 1 for me and 1 for him. I used mine to purchase incidentals for the office "kitchen" and "vacuum" and coffee and gas. Eventually, the Authority had more than one account at Essex Savings, the Operating account (appropriations from State), the Bond Account (this, for the most part, held funds designated for payment of projects that Robinson & Cole would invoice the Authority for; and invoices for Aecom engineers who did work for the Authority at the State pier in New London.)

After a while, Mr. Matthews agreed with my recommendation to hire a finance person. Ms. Berthiaume was hired in August 2018 as the financial administrative assistant. I informed Maureen of her hire, and asked Maureen to work with Ms. Berthiaume so we would have a smooth transition. When I learned Ms. Berthiaume did not know how to use Quick Books, the Authority paid Maureen to teach her. Maureen only came twice. Apparently, Ms. Berthiaume did not want to continue the lessons. When I asked why, Ms. Berthiaume just threw up her hands.

Also, Connecticut Innovations (CI) and the Authority had a memorandum of understanding between them that CI would mentor me in the use of the CORE CT program. I had asked for an "Expense Report" form, which was sent to me. I sent it to all of the employees for their use. It may have been used once or twice, but not by Mr. Matthews or Ms. Berthiaume.

Every bill I paid was approved by Mr. Matthews on a "PRF" Purchase Request Form. It was derived from DECD's G-1 form. In addition, Ms. Reemsnyder, as Chair of the Finance Committee, was responsible to sign off on Mr. Matthews' requests for reimbursement of his mileage and trip expenses. Also, at a Finance Committee meeting in 2018 (I'm not sure when and it is not in the minutes of the meeting to my recollection), Ms. Reemsnyder suggested that I get a stamp to put on invoices when they come in noting the date, vendor who sent it and other information that I cannot remember. From that point on, the invoices were stamped when they came in. After Ms. Berthiaume was hired, she used the stamp and Mr. Matthews and I would sign off until he removed me from any involvement with financial matters. Also, I would tell Ms. Berthiaume which account to use to pay the invoices.

4. Who was responsible for maintaining supporting documentation for the CPA's expenses during state fiscal years ended June 30, 2018 and 2019?

See my response to question three. According to my job descriptions I also had some responsibility to maintain these documents. I did the best I could to fulfill this responsibility but it was often difficult to obtain necessary records from individuals working at CPA. For example, Mr. Matthews sometimes would not give me records of his expenses even when I asked for them.

5. Where was the documentation maintained (file cabinets, somebody's computer, online, etc.)?

I kept the documentation to which I had access in a locked file, and it was also electronically stored in Quick Books by the bookkeeper at Accurate Ledgers. When Ms. Berthiaume was hired, I turned those files over to her for safe keeping in her file cabinet that locked.

6. Blum Shapiro reported, "The Authority was unable to provide supporting documentation for several expenditures selected for testing during the audit process." What were those transactions and why wasn't the documentation available?

It was not made available to me.

7. Did you ask the executive director to provide you with the itemized receipts for meals/ travel/ hotels expenses, describe the business purpose of the expenses and identify the attendees at the restaurants?

Yes, I asked the Executive Director to provide me with itemized receipts. I was always told it was "business development." The expenses were incurred by Evan Matthews and Andrew Lavigne was with him approximately seventy-five per cent (75%) of the time.

8. If you requested it, was this information provided to you?

Most of the time, no.

9. If you requested it, and it was not provided to you, did you ask the executive director why it was not made available to you

I would remind him to provide the information, but often he did not and did not explain why.

10. Did you bring up any concerns regarding any CPA expenses to the CPA's board, either collectively or to individual members? If you did, please describe to whom you presented your concerns, when you presented them and the response you received.

Initially, Mr. Matthews sent all employees a set of policies and procedures that he said were in place before I was hired. It appeared to me that they were outdated because the Webster Bank procedures were then in effect. But, Mr. Matthews told the employees that these were the policies and procedures we were to follow. I informed Evan Matthews and Bonnie Reemsnyder, the Chair of the Board's Finance Committee, of the policies and procedures periodically provided to me by Robinson and Cole, counsel for the Authority. Mr. Matthews was always copied on the emails from counsel at Robinson and Cole forwarding the policies and procedures. My understanding was that these should have been presented to the Finance Committee of the Authority's Board for its consideration. I put these on the agenda for the Committee meetings but they never reached the Board, and the Finance Committee never implemented policies or procedures governing financial matters. The Finance Committee also never reviewed bank statements or debit card statements of the Authority. I had no meaningful discretion or judgment with respect to financial items, all of which were overseen by Mr. Matthews. Ms. Berthiaume, whom I supervised, only knew how to run Excel spreadsheets. As far as I was informed, she had no experience with accounting programs. When I suggested that the Authority hire a certified public accounting firm to review the books on a quarterly basis and train her in Quick Books, Mr. Matthews rejected that idea.

11. Did you or any other CPA employees accompany the executive director to restaurants on occasions where he used a CPA credit card to cover the charges? If so, who accompanied the executive director and what was the business purpose served by these restaurant expenses?

Yes, for a holiday dinner. The entire staff. Possibly 1 or 2 other times with entire staff. There was a time when Mr. Matthews and Mr. Lavigne were traveling and Mr. Matthews exceeded the daily limit on his debit card linked to the Authority's account. He chastised me when he was unable to incur additional charges, and then issued a written warning to me based upon my discussion with him of these events. He felt that he should have a corporate credit card such as an American Express card. Ms. Reemsnyder was present at this meeting. She agreed that he should have a corporate credit card.

12. In your letter to the newspaper you stated that "Mr. Matthews was working from home many Fridays." Do you have any documentation to support that assertion (i.e. email communication)? If so, please provide us with copies.

I have not had access to CPA emails, calendars or other records relating to this subject since my employment with the Authority ended on July 9, 2019 at 10:00 a.m.

13. Did you notify the board of this issue? If you did, please describe who you notified, when you notified them and their response.

I may have mentioned it to Ms. Reemsnyder if she called on a day that he was working from home. She did not comment.

14. What time did the executive director usually arrive at the office and what time did he usually leave?

For the most part during my tenure, the Executive Director arrived at the office between 10:00 a. m. and 10:30 a.m. I am not sure of the time he usually left, but he rarely stayed until 4:30.

15. What was the process for hiring Andrew Lavigne as a consultant?

I do not know. This may have been arranged between the Executive Director and Scott Bates, who was at that time the Chairman of the Port Authority Board.

Geraldine Lewis / ja
Geraldine Lewis
October 28, 2019