August 4, 2026

Via Electronic Mail

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Re: Town of Norfolk – Former DPW Director and Former Town Administrator – Misuse of Public Funds and Abuse of Vacation Time

Dear Administrator Garrity and Chair Roche:

In July 2025, the Office of the Inspector General (OIG) received a complaint alleging the misuse, misappropriation, and waste of public funds by Blair Crane, the former Director of the Department of Public Works (DPW) for the town of Norfolk (town). In September 2025, the OIG received a second complaint alleging that Crane had abused his position by directing town employees to use town equipment and personnel to provide services for the benefit of a private citizen, a former town official at his out-of-town residence. During the OIG's investigation of these complaints, the OIG received additional complaints alleging that Norfolk's former Town Administrator, Justin Casanova-Davis, misused vacation time for his personal benefit.

The OIG's investigation found that Crane failed to follow basic public procurement and fiscal management practices, resulting in the misuse and waste of public funds. In addition, he abused his position by providing town services to a non-resident, former town official and seeking and receiving reimbursement to which he was not entitled for personal clothing. As outlined in this letter, the OIG made findings related to Crane's (1) purchase of emergency vehicle lights and skid steer attachments; (2) management of funds within DPW subaccounts; (3) lease of a Kubota front wheel loader; (4) purchase of a used tub grinder; (5) reimbursement submittal for the purchase of personal clothing; and (6) use of town resources for the private benefit of a former town official.

The OIG also found that former Town Administrator Casanova-Davis (1) failed to supervise and act in response to Crane's failure to follow public procurement and fiscal management practices resulting in the waste and abuse of town resources; and (2) abused his use of vacation time for his financial advantage.

Finally, the OIG found that the town's Select Board failed in its responsibility to oversee the activities of Casanova-Davis and did not exercise due diligence before approving his requests to carry over vacation leave.

The town's absence of strong internal controls, coupled with the lack of a designated purchasing official and lax or nonexistent oversight by town officials, allowed for waste of public resources. The OIG accordingly makes recommendations herein for the town to implement.

Background

1. Former Norfolk DPW Director Blair Crane

The town hired Blair Crane as a Highway Superintendent within the DPW on August 5, 2019. After the retirement of his predecessor, the town hired Crane as Norfolk's DPW Director on April 1, 2020.[1] Crane served in this position until his resignation on September 19, 2025. One of Crane's administrative responsibilities involved overseeing the procurement of materials, equipment, and services for the DPW. As a department of the town, the DPW is required to follow Chapter 30B of the Massachusetts General Laws (Chapter 30B) for the procurement of supplies and services. At the time of his hiring Crane did not hold a designation as a Massachusetts Certified Public Purchasing Official (MCPPO), a designation which demonstrates proficiency in Massachusetts's public procurement laws, the relevance of which will become apparent below.

In July 2025, the OIG received a complaint alleging that Crane had misused public funds by submitting invoices for personal clothing for reimbursement by the town, wasted public funds by spending $16,890 on emergency lights for town vehicles, and improperly diverted funds from other DPW accounts to pay for the purchases. Additionally, the complaint alleged that Crane engaged in wasteful spending by entering an expensive lease for a Kubota front wheel loader without obtaining the necessary approval.

In September 2025, the OIG received a second complaint alleging that Crane had abused his position as DPW Director by directing town employees to use DPW-owned equipment for the benefit of a recently retired town official at his private residence in a neighboring town. The complaint alleged that Crane directed DPW workers to deliver town-owned dumpsters free of charge to the former official's property, then had DPW workers remove the loaded dumpsters, transport the refuse to the town's transfer station, and dump the refuse at the DPW. The complaint also alleged that Crane then directed DPW workers to use town-owned equipment to deliver several truckloads of screened loam to the former official's residence.

2. Former Norfolk Town Administrator Justin Casanova-Davis

Justin Casanova-Davis signed an employment contract with the town for the position of Town Administrator that went into effect on August 29, 2022. The employment contract was for a three-year period ending on August 31, 2025. Prior to that ending date, Casanova-Davis submitted his resignation. Casanova-Davis's last day as Norfolk Town Administrator was June 29, 2025.

During the OIG's investigation of former DPW Director Crane, several witnesses interviewed by the OIG noted that upon Casanova-Davis's departure from his Norfolk job, he received a payment

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[1] Per the town website, the primary function of the Norfolk DPW is "to provide exceptional municipal services for Norfolk's citizens, businesses, institutions and visitors through sound management, innovation and teamwork." The website further states the DPW is dedicated to preserving the town's infrastructure "in the most cost effective and environmentally conscious manner possible." The department head of the DPW is the DPW Director. The DPW Director reports directly to the Town Administrator.

The DPW provides a range of services to town residents including snow and ice removal, stormwater drainage, water distribution and supply, wastewater collection and pumping, maintenance of the vehicle fleet, maintenance and improvement of roads, maintenance of public properties, cemeteries, parks and recreation facilities, and operation of the town's transfer station for refuse and recycling.

of $18,475 for unused vacation time, which seemed incongruous with his frequent travel. Further, witnesses reported that Casanova-Davis had twice requested that the town's Select Board restore his "unused" vacation time. Witnesses alleged that in one instance, Casanova-Davis requested – and the town's Select Board approved – the restoration of 160 hours of unused vacation leave, which far exceeded the 100-hour annual maximum expressly written in Casanova-Davis's employment contract.

3. The OIG's Methodology

In investigating these complaints, the OIG reviewed employment contracts, town payroll records, town financial records, invoices, the town's human resources policy handbook, the town's work-from-home policy, time and attendance records, travel records, and banking records. In addition, the OIG conducted multiple interviews with personnel who had pertinent knowledge of the matters described in this letter.

Findings

<u>Former DPW Director Blair Crane</u>

Finding 1: Crane violated state procurement law by purchasing supplies without following competitive procurement procedures.

Crane obtained a surplus ambulance that town emergency services had taken out of service and converted it into what he called the DPW's "Emergency Response Vehicle (ERV)." After having the ERV painted, Crane arranged for a Walpole-based vendor to install emergency lights on the ERV.

The vendor submitted an invoice to the DPW requesting payment of $16,890 for the installation of the ERV lights. The OIG reviewed this invoice and six other invoices submitted by the same vendor to the DPW for payment. Four of these seven invoices dealt with purchasing lights and radios for DPW vehicles in amounts greater than $10,000. In each of these four instances, Crane failed to solicit written quotations from at least three vendors, as required by Chapter 30B for purchases between $10,000 and $50,000.[2] In an interview with the OIG, Crane acknowledged that he did not comply with Chapter 30B requirements for contracts over $10,000. Instead, he stated he simply used the same vendor patronized by the town's police and fire departments.

In addition to failing to solicit written quotations for these purchases, Crane also failed to maintain procurement files and memorialize the purchases in written contracts as required by Chapter 30B.[3]

Finding 2: Crane diverted funds from subaccounts earmarked for other purposes to make large purchases.

The OIG further found that Crane pulled funds from subaccounts established for specific purposes to pay for large purchases. As shown in Figure 1, with respect to the installation of the ERV

[2] M.G.L. c. 30B, § 4(a).

[3] M.G.L. c. 30B, §§ 3, 17.

lights, the OIG found that Crane personally signed a DPW voucher directing administrative staff to pay the invoice from seven DPW accounts:

DPW Division	DPW Subaccount	FY24 Funds Used
Administrative Div.	OSHA	$2,490
Vehicle Maint. Div.	Major Tools	$2,400
Grounds Div.	Hand Tools	$2,400
Highway Div.	Hand Tools	$2,400
Solid Waste Div.	Site Services	$2,400
Water Div.	Outsider Contractors	$2,400
Stormwater Div.	Catch Basin Cleaning	$2,400

Figure 1. Accounts Used to Pay Invoice for ERV Lights.

In another example, in June 2023, Crane purchased three skid steer attachments from an out-of-state vendor for $15,798. As shown in Figure 2, Crane directed DPW administrative staff to pay the invoice using funds from four DPW accounts earmarked for other DPW expenditures:

DPW Division	DPW Subaccount	FY23 Funds Used
Highway Div.	Road Marking/Street Lining	$1,700.87
Highway Div.	Road Repairs/Maintenance	$6,147.24
Highway Div.	Street Signs	$5,863.04
Highway Div.	Clothing Allowance	$2,086.85

Figure 2. Accounts Used to Pay Invoice for Skid Steer Attachments.

In interviews, the OIG learned that other DPW employees relying on these funds to replace old equipment were not made aware that Crane directed the use of the funds for another purpose. In some instances, these employees were unable to make purchases that had been budgeted for, as the accounts had been depleted.

Finding 3: Crane leased a Kubota front wheel loader using restricted funds in violation of state law.

In June 2024, Crane signed a three-year lease purchase finance agreement on behalf of the town for a Kubota front wheel loader using a statewide contract.[4] The total cost of the lease was $92,172.27, divided into three annual payments of $30,724.09. In addition to signing the lease for the Kubota itself, Crane purchased three attachments for the front wheel loader from the same vendor for an additional $16,843.

[4] A statewide contract is an agreement established by the Commonwealth of Massachusetts Operational Services Division (OSD). Purchases made using an OSD statewide contract do not have to comply with Chapter 30B bidding processes. M.G.L. c. 30B, § 1(c).

A. Crane failed to obtain authorization for the lease as required by law.

A lease purchase finance agreement is, in essence, a way of making capital expenditures over multiple fiscal years. State law requires municipal officials to obtain appropriate authorization before obligating a town under one of these agreements.[5] Specifically, M.G.L. c. 44, § 21C requires a municipal legislative body – in the case of a town, the Town Meeting – to authorize such an agreement by a two-thirds vote.

In May 2019, the Massachusetts Department of Revenue, Division of Local Services, Bureau of Accounts published an Informational Guideline Release (IGR) regarding Lease Purchase Financing Agreements under M.G.L. c. 44 § 21C.[6] Intended as a guideline for local officials, the IGR established a procedure for a city, town, or district to authorize lease purchase financing agreements. The chief executive officer of the city, town, or district must first provide their recommendation for the agreement, and upon such recommendation, the legislative body must formally authorize the agreement by a two-thirds vote. The legislative body vote should, at a minimum, identify (1) the equipment to be acquired; (2) the maximum term of the agreement; (3) the department authorized to enter into the agreement; and (4) the appropriation or account from which the funds are drawn.[7]

The OIG investigation found that Crane did not obtain the required recommendation from the town Select Board, which the IGR identifies as the chief executive officer, for the Kubota lease purchase finance agreement. Further, the OIG did not find any vote of either the Town Meeting or the Norfolk Select Board authorizing the agreement. At the request of the vendor, Crane did obtain a legal opinion letter from Town Counsel stating, in essence, that the town of Norfolk could legally enter into a leasing agreement with the vendor, that the lease "had been duly authorized, approved, executed and delivered" and that the lease "complied with all applicable open meeting, public bidding and all other laws, rules and regulations of the state." To obtain the legal opinion letter, Crane purportedly represented to Town Counsel that he had received such authorization.

By entering into the agreement without the statutorily required authorization from the town, Crane caused the town to violate Chapter 44 of the Massachusetts General Laws.

B. Crane used restricted funds to pay for the lease.

Cities and towns are permitted to establish "enterprise funds" separate from their general fund designated for certain operations, such as operating utilities, health care, or recreational facilities.[8] By law, municipalities may only use enterprise funds for the operation of the identified enterprise.[9]

The town funds the Water Division – which falls under the supervision of the DPW – through the Norfolk Water Division Enterprise Fund. This enterprise fund established a separate accounting

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[5] M.G.L. c. 44, § 21C.

[6] Bureau of Accounts, Informational Guideline Release (IGR) No. 19-9, May 2019, available at https://www.mass.gov/files/documents/2019/05/17/igr2019-9.pdf.

[7] *Id.*

[8] M.G.L. c. 44, § 53F½.

[9] *Id.*; *see also* Bureau of Accounts, Informational Guideline Release (IGR) No. 19-9, May 2019, available at https://www.mass.gov/files/documents/2019/05/17/igr2019-9.pdf.

system for the town's Water Division to ensure that the funds the town collects from residents for water usage go solely to the Water Division for infrastructure and related expenses.

The OIG found that Crane used a total of $8,644 in funds from the town's Water Division Enterprise Fund toward the payments for the Kubota front wheel loader. In Fiscal Year (FY) 2024, Crane took $6,144 from the Water Division's subaccount allocated for asphalt expenses to pay for the Kubota lease. In FY25, Crane took an additional $2,500 from the Water Division's asphalt subaccount to pay for the Kubota lease.

During his interview, Crane told the OIG that multiple divisions of the DPW regularly used the Kubota front wheel loader. Witnesses interviewed by the OIG stated that the DPW's Transfer Station Division exclusively uses the Kubota front wheel loader to move and load recyclables and waste materials at the town's transfer station.[10] The OIG was unable to identify any evidence of when or how frequently other divisions might have used the loader.

Multiple town employees informed the OIG that the Kubota front wheel loader was never used for the benefit of the Water Division. If Crane anticipated that the DPW would use the vehicle in part for Water Division projects, he failed to memorialize this intent through the procurement and contract process. In the absence of such information, there was no basis for apportioning any of the Kubota lease payments to the Water Division. The OIG concludes that Crane improperly used the restricted Water Division enterprise funds toward the lease purchase finance agreement.

C. Crane subverted the town's internal procurement processes.

By signing the Kubota lease, Crane subverted Norfolk's procurement process. OIG witness interviews established that the normal protocol for obtaining a new capital piece of equipment like the Kubota involved the following procedures: (1) requesting the Town Administrator's and town Financial Director's prioritization, review, and approval; (2) submitting the request for the Select Board's review and recommendations; and (3) ultimately seeking approval by the town's residents after placing the proposal to enter the lease on the town warrant for Norfolk's annual Town Meeting.

By avoiding this process and signing the Kubota lease, and spreading the substantial cost of the lease and additional attachments among several DPW subaccounts, Crane:

(1) Violated the required town procurement and approval process;

(2) Depleted DPW funds allocated for other town projects; and

(3) Obscured major expenses from the town's fiscal authorities and town residents.

Finding 4: Crane violated state procurement law and wasted over $80,000 in public funds when he purchased, transported, and attempted to repair a used tub grinder.

In 2022, during the FY23 budgeting process, Crane requested and received approval from the annual Norfolk Town Meeting for the purchase of a tub grinder.[11] As justification, Crane noted that

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[10] The Norfolk DPW transfer station disposes of solid waste, bulky waste, hazardous waste, yard waste, and recyclables for town residents.

[11] A tub grinder, aka a woodchipper, is a piece of equipment used to grind down large pieces of wood like tree stumps and branches into wood chips that can then later be used for gardening purposes.

the DPW spent between $20,000 and $30,000 per year hiring a contractor to grind large deposits of tree branches and stumps brought to the DPW lot by DPW work crews and members of the public. By purchasing its own tub grinder, Crane explained the town could potentially save money by eliminating this annual expenditure. On November 15, 2022, the Town Meeting voted to appropriate $85,000 for the purchase of a tub grinder for use by town DPW personnel.[12]

After securing the appropriation, Crane traveled at the town's expense to Tennessee, where he visited a purveyor of used trucks and construction equipment and the operator of a salvage yard. There, in September 2023, Crane purchased a used Precision Husky 1500 tub grinder from that company for $38,000.

The records obtained by the OIG to date do not reflect that Crane solicited quotes or engaged in any competitive procurement process as required by Chapter 30B when he selected the Tennessee vendor for the tub grinder purchased by the town. Further, records do not reflect that Crane developed a written purchase description detailing the exact make, model, and specifications of the tub grinder the DPW needed. During an OIG interview, Crane stated that the Tennessee tub grinder was the only tub grinder that he found with a working engine.

After purchasing the tub grinder in Tennessee, Crane paid a transportation company $7,995 to transport the tub grinder from Tennessee to Massachusetts. Once back in Norfolk, Crane paid a local contractor $3,300 to offload the tub grinder from the transport vehicle and place it in the town's DPW yard.

At this juncture, the DPW had used $50,554.63 of the $85,000 appropriation to fund Crane's travel to and from Tennessee, the purchase of the tub grinder, and the transportation and emplacement of the tub grinder in the DPW's lot.

Thereafter, the town spent an additional $30,938.57 on parts, hydraulic fluid, and other materials to get the tub grinder to working order. Crane never succeeded in getting the tub grinder in full working order. Due to this lack of a working tub grinder, the town resumed paying a vendor to provide wood grinding services to the DPW. In November 2025, the town paid $22,400 to a vendor to resume this service.

Crane and the town should have followed Chapter 30B for the purchase and repair of the tub grinder. As noted above, under Section 4 of Chapter 30B, for a procurement of supplies or services estimated to cost at least $10,000 but not more than $50,000, a town is required to develop a written description for the supplies or services needed and seek written quotations from at least three vendors. For a procurement greater than $50,000, Section 5 of Chapter 30B requires a town to use a competitive sealed bidding process.[13] Crane failed to comply with the requisite procurement process under either Section 4 or Section 5.

The OIG found that in failing to follow the proscribed procurement process, Crane caused the town to waste approximately $81,000 on this purchase. Based on the approximate costs that Crane reported to the Special Town Meeting, had the tub grinder purportedly been operational for the two-year period following its purchase, the town could have saved between $20,000 and $30,000 each

[12] Norfolk Special Town Meeting Minutes, November 15, 2022.

[13] M.G.L. c. 30B, § 5.

year on vendor costs. Crane may have intended to save the town money each year by using its own tub grinder instead of paying a vendor, but he ultimately cost the town more money by not adhering to the process.

Finding 5: Crane abused his position by directing DPW staff to use public funds to pay for his personal clothing purchases.

Per Article 18, section 3 of the town's collective bargaining agreement signed between members of the Norfolk DPW's Union[14] (the Union) and the town, the town must provide members of the DPW Union with an annual clothing allowance of $500. Crane did not belong to the Union and therefore was not entitled to receive this clothing allowance. A review of both of Crane's employment contracts with the town revealed no reference to, or provisions for, a clothing allowance.

The OIG investigation found that between February 1, 2020, and August 27, 2024, Crane improperly requested and received $2,821.19 in reimbursements from the town for personal clothing purchases. Crane's purchases included jeans, shirts, ties, jackets, sunglasses, pocket squares, and at least one business suit jacket for his personal use. He submitted receipts for these purchases to DPW administrative staff and directed them to request reimbursement for those purchases from public funds. Employees noticed the suspicious reimbursement requests and brought them to the attention of then-Town Administrator Casanova-Davis, who reportedly declined to investigate the matter as the town did not intend to renew Crane's contract as DPW Director.

Finding 6: Crane abused his authority by improperly directing use of town resources for the private benefit of a nonresident.

The OIG received a complaint alleging that Crane directed DPW employees to use town resources to provide services for the benefit of a private citizen, a former town official, at his out-of-town residence. Witness interviews and a review of town records confirmed that in June 2025, at Crane's direction, DPW employees used town equipment to deliver two town-owned 30-cubic-yard dumpsters to the private residence of a former Norfolk town official in another town. DPW employees later removed those dumpsters, loaded with tree stumps from the former official's property, and transported them back to the Norfolk DPW yard, again using town vehicles. The town typically rented these dumpsters for $485 apiece but did not charge the former official at Crane's direction. Thus, Crane misused his authority to deprive the town of a minimum of $970.[15]

The OIG also investigated a complaint alleging that Crane directed DPW employees to use town vehicles to deliver three truckloads of screened loam to the same out-of-town residence in September 2025. Subsequent OIG interviews, public records, video evidence, and financial records substantially confirmed these allegations.

Town records reveal that the former town official ordered 30 cubic yards of loam, which town personnel delivered to the out-of-town residence on September 10, 2025. Crane directed town

[14] Formally known as The Norfolk Highway Department Employee Association of the International Federation of Professional and Technical Engineers, Local 301-N, AFL-CIO-CLC.

[15] This figure does not include the cost associated with the disposal of 60 cubic yards of waste. Analysis of several waste removal companies' disposal pricing indicates the disposal of 60 cubic yards of tree stumps would typically cost between $600 and $1,300.

employees to deliver the loam to the former official's residence, a service typically only available to town residents. Town residents with a transfer station decal typically pay $150 for a 10-cubic-yard truckload of loam. The town typically also charges a $95 delivery fee per 10 cubic yards delivered. Accordingly, the town should have charged the former official a total of $735 for the loam delivery. In October 2025, the town received a check from the former official for $705, dated September 10, 2025.[16] The memo line of the check simply stated "Loam." The same day the delivery occurred, a complainant contacted Norfolk Interim Town Administrator Michael Gallagher regarding these deliveries. Gallagher immediately stopped any subsequent deliveries.

By using town employees and town equipment to deliver the empty dumpsters, retrieve the loaded dumpsters, and deliver the refuse to the DPW yard, Crane shifted the cost of disposing of debris from the official to the town and its taxpayers and failed to recoup the full amount of fees to which the town would otherwise have been owed, *i.e.*, for the use, delivery, and pickup of the dumpsters.

<u>Former Town Administrator Justin Casanova-Davis</u>

Finding 7: Casanova-Davis failed to exercise his supervisory responsibilities and did not take appropriate action in response to Crane's misuse of town resources.

The OIG found that former Norfolk Town Administrator Justin Casanova-Davis, Crane's immediate supervisor, failed to properly supervise Crane and prevent or address his misconduct.

OIG interviews with town employees revealed that employees noticed Crane's inappropriate reimbursement requests for personal clothing and reported the matter to Casanova-Davis's attention. Casanova-Davis failed to investigate the matter further or take any corrective action.

Further, Casanova-Davis failed to ensure that Crane followed public procurement and municipal finance law when managing the DPW and using town funds. Crane did not have procurement experience or credentials at the time, yet Casanova-Davis delegated the authority to him to procure tens of thousands of dollars' worth of supplies and services for the DPW. Casanova-Davis did not require department heads to run purchases through a procurement process that met Chapter 30B requirements, and did not exercise his authority to ensure that Crane followed state procurement law.

These failures to act represent both an internal control malfunction and, more significantly, a failure in leadership by Casanova-Davis. By allowing Crane to receive $2,821.19 in illegal reimbursements, as well as failing to recognize Crane's improper procurement practices and use of restricted funds, Casanova-Davis wasted substantial town resources and failed to carry out his sworn responsibilities to Norfolk taxpayers.

[16] Records indicate that the town erroneously charged the former town official a delivery fee of only $255 for the September 10, 2025 delivery rather than the $285 owed.

Finding 8: Casanova-Davis abused vacation time for his financial advantage.

The OIG found that Casanova-Davis manipulated Norfolk's timekeeping system to his fiscal advantage by underreporting his vacation time, using sick leave inappropriately, and liberally using the unverifiable "other" timekeeping code.[17]

Casanova-Davis's employment contract as Norfolk's Town Administrator showed that he accrued 13.333 hours of vacation leave per month. This equates to 160 hours a year, equivalent to 16 ten-hour days of vacation time. A key provision of Casanova-Davis's employment contract provided as follows (emphasis added):

> With the written permission of the Board, or in the event Casanova-Davis, *through no fault of his own*, is unable to take all earned vacation during any fiscal year…Casanova-Davis will be permitted to carry over such unused vacation time for use in succeeding years…*not to exceed 10 days*.

The OIG found that during the nearly 34 months of Casanova-Davis's tenure as Town Administrator, he took at least nine personal trips outside the United States, plus additional domestic travel.

In one of his nine personal trips, Casanova-Davis traveled to Paris, France and Johannesburg, South Africa. During this trip, Casanova-Davis twice submitted sick leave on his Norfolk timesheet. On one of the days Casanova-Davis claimed sick time, he was in Paris. On the second day that Casanova-Davis claimed sick time, he was in South Africa. When asked to explain why he used sick time on these days, Casanova-Davis said he was getting burned out and was sick during this time. Further, Casanova-Davis said he did not buy travel insurance for the trip, so he had to go on the trip but did not enjoy it.

Casanova-Davis also took several domestic trips during his tenure, traveling to Colorado, Florida, Georgia, Nevada, North Carolina, and Pennsylvania. On at least two of these trips, to Las Vegas and Philadelphia, Casanova-Davis continued his practice of minimizing his use of vacation leave in favor of claiming a combination of sick leave, personal time, holiday leave, and regular work hours.

In May 2023, Casanova-Davis requested that the Select Board permit him to carry over 100 hours of vacation leave into the next fiscal year. The Board approved his request. In another request in May 2024, Casanova-Davis asked the Board to permit him to carry over "16 days or up to 160 hours" into the next fiscal year. The Board approved this request.

A provision of Casanova-Davis's employment contract stated as follows:

> It is recognized that Casanova-Davis must devote a great deal of time outside the normal office hours in order to properly respond to the demands of the position. It is understood that Casanova-Davis shall also attend and participate in all Board meetings unless he is using his accrued vacation time or is excused by the Chair of the Board.

[17] Several witnesses told the OIG that "other" time is time worked on Saturdays and Sundays. Later in this report the OIG recommends that the town abolish the use of the "other" timekeeping code. If the intent behind the code is to allow for a flexible schedule, the town should adopt a formal compensatory time policy.

> Casanova-Davis shall also attend other meetings at which his attendance is necessary for the orderly conduct of the Town's business and operations. Therefore, and to that end, Casanova-Davis will be allowed the flexibility to reasonably adjust his weekly work schedule as appropriate during said normal office hours provided that the business of Norfolk is not adversely affected.

When asked for his understanding of this provision, Casanova-Davis stated to OIG investigators that it gave him flexibility to work "when and where he wanted." The OIG strongly disagrees with this interpretation. The flexibility afforded to Casanova-Davis under the contract was clearly intended for him to accommodate the town's business, not to bolster his vacation leave to allow for extensive personal travel.

Further, a review of the plain language of the town's work-from-home policy indicates that the town allowed its employees to work remotely from a designated work site.[18] Any change in remote work location required the written approval of the employee's supervisor. For Casanova-Davis, this would have entailed seeking approval from the town's Select Board. When asked if he sought the Select Board's approval prior to going on his trip to France and South Africa, Casanova-Davis responded that "if [the Select Board] felt [his] work product was not good, they could have said something."

In the first eight months of his employment contract in FY23, Casanova-Davis took four personal trips outside the United States. During those trips, Casanova-Davis was physically located outside the United States on 8 workdays, totaling 80 work hours.[19] For that same period, Casanova-Davis submitted a total of 31 hours of vacation time and made up the balance of work hours by using a combination of sick leave, personal time, and so-called "other" regular work hours.[20] Doing so had the practical effect of reducing the amount of vacation hours Casanova-Davis had to claim.

One week after returning from his fourth international trip, Casanova-Davis submitted a memo to the Select Board requesting permission to carry over 100 hours of his unused vacation time, even though a reconciliation of his vacation hours showed that only 88.666 hours of leave remained available for Casanova-Davis to use. In the memo, Casanova-Davis cited the section of his employment contract which permitted the carryover of up to 10 days of vacation leave "in the event Casanova Davis, through no fault of his own, is unable to take all earned vacation during any fiscal year…"

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[18] Norfolk's Human Resources Policy Handbook states, "Employees are expected to perform their work at their designated work site. If an employee cannot perform their duties at their work site due to personal or environmental reasons, written approval is required in advance by the employee's manager with notification to the Town Administrator."

[19] The town's website indicates that the regular workday is ten hours, from 8:00 a.m. to 6:00 p.m., Monday through Thursday. In calculating the figures in this finding, the OIG adopted a conservative approach that did not include the days that Casanova-Davis traveled to or from his international destinations. A more in-depth analysis of information such as border crossing records and flight departure records would likely increase these figures. A review of time and attendance records revealed that Casanova-Davis frequently put in for regular work time on Fridays, so Fridays are included in the OIG's calculation.

[20] The OIG found that the town did not have a formal information technology (IT) policy governing the use of town-owned IT resources when working remotely. Had the town had such a policy in place, it would reasonably have imposed restrictions on transporting town IT equipment across international borders.

The Select Board granted Casanova-Davis's request to carry over 10 days, totaling 100 hours of unused leave time.[21] Thus, Casanova-Davis began FY24 with 100 hours of vacation leave. In granting the request, the Select Board gave Casanova-Davis 11.334 hours of vacation time that he had not accrued. At Casanova-Davis's then-hourly rate of $81.73, the town paid Casanova-Davis $926.33 for vacation time he did not earn.

During FY24, Casanova-Davis took an additional four international personal trips and again employed dubious timekeeping practices. During these trips, Casanova-Davis was physically located outside the United States on 13 workdays, totaling 130 work hours. For that same period, Casanova-Davis submitted a total of 100 hours of vacation time. Once again, Casanova-Davis used a mix of sick leave, personal time, holiday leave, and "other" time to make up the balance of his paid time.

At the end of FY24, Casanova-Davis submitted a memorandum to the Select Board seeking to carry over 160 hours of unused vacation leave – his full annual leave allotment. In the memorandum, Casanova-Davis cited the same language from his employment contract, despite the proscription in his contract expressly prohibiting him from carrying over more than 10 days – or 100 hours – of unused vacation leave. The Select Board granted this request, allowing Casanova-Davis to carry over 60 hours more than his employment contract allowed.

In the ensuing year and prior to his resignation, Casanova-Davis took an additional international trip, the ninth of his tenure. During FY25, with 160 hours of vacation now available to him, Casanova-Davis self-reported taking 111 hours of vacation time, leaving him with a balance of 209 hours of vacation time after his monthly vacation time accruals. Accordingly, upon his departure from the town, Casanova-Davis requested, and received, a payment for his unused vacation time of $18,475.60 – determined by the 209 hours multiplied by his hourly rate of $88.40. In approving and paying this amount to Casanova-Davis, the Select Board credited Casanova-Davis for 60 hours of vacation time that his employment contract expressly prohibited him from carrying over into the new fiscal year. These improperly paid hours represent $5,304 of the $18,475.60 Casanova-Davis collected upon his departure.

Norfolk Select Board

Finding 9: The Norfolk Select Board failed to adequately supervise Casanova-Davis.

The town's Select Board neglected its responsibility to appropriately supervise former Town Administrator Casanova-Davis. The Select Board failed to effectively manage his time and did not appreciate the significance of Casanova-Davis's surprising amount of time physically away from the office.

As discussed in Finding 8, the Select Board in one instance advanced 11.334 hours of vacation leave to Casanova-Davis that he had not accrued. In another instance, despite the specifically enumerated language in Casanova-Davis's employment contract limiting his carryover of vacation time to 10 days (100 hours) per year, the Select Board granted Casanova-Davis's request to carry over

[21] The OIG notes that the town should consider drafting employment contracts that speak in terms of vacation "hours" rather than vacation "days."

160 hours of unused leave time, resulting in Casanova-Davis collecting $5,304 that he had not earned. Thus, the Board's lack of oversight directly resulted in financial loss to the town.

Recommendations

Based on its investigatory findings, the OIG makes the following recommendations:

In the near term (within 30 days):

For the Town of Norfolk

1. Implement an authorization policy and procedure requiring higher level review and approval of all procurement and reimbursement payments.

2. Create a town-wide policy prohibiting the personal use of DPW facilities, equipment, or other town property by town personnel.

3. Enroll the town's department heads, financial personnel, and especially the members of the Select Board in training to facilitate a better understanding of their fiduciary and oversight duties regarding the town's procurement and finances.[22]

4. Take appropriate action to pursue any reimbursements that the town determines are due from former DPW Director Crane and former Town Administrator Casanova-Davis. Notify the OIG, the Select Board, and the Town Meeting of the results.

5. Take appropriate action to pursue any reimbursements that the town determines are due from the former town official that benefited from Crane's abuse of authority as detailed in Finding 6. Notify the OIG, the Select Board, and the Town Meeting of the results.

For the Norfolk Select Board

6. Review and create processes for overseeing the Town Administrator that address the deficiencies highlighted in this letter and establish procedures for the Board to account for the Town Administrator's work schedule, designated work site, and leave accrual, balances, and usage.

In the medium term (within 60 days):

For the Town of Norfolk

7. Modify the town HR Policy/Handbook to ensure its applicability to all employees, including the Town Administrator, and specify that the Town Administrator must seek approval from the Select Board for any deviations from the town's policies. Ensure that future employment contracts explicitly require compliance with the town's HR Policy/Handbook.

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[22] The Massachusetts Department of Revenue, Division of Local Services offers several resources and training videos about municipal finance. The Massachusetts Office of the Inspector General's OIG Academy also offers courses on municipal finance, such as *Boards and Commissions: Know Your Responsibilities.*

8. Create a comprehensive remote work policy applicable to all town employees, including the Town Administrator, to include acceptable remote work locations, technological and security requirements for those locations, acceptable methods of communication, requirements for availability, and a standardized written method of getting approval for any deviation from the policy.

9. Create a town-wide information technology (IT) policy governing the use of IT resources, including guidelines about using IT resources outside of the Commonwealth and outside of the country.

10. Reconsider the town's outdated practice of allowing department heads to pull funds from specifically enumerated subaccounts to pay for expenses outside those subaccounts without authorization, which, at a minimum, may violate certain statutes, regulations, and/or policies; impede proper budget practices; and reduce the funds available for contemplated uses.

11. Notify the town's outside auditing firm about this letter and seek guidance on how to reimburse the improper expenditures from the Water Division Enterprise Fund.

12. Direct the town's outside auditing firm to review the town's operating and enterprise accounts, including the Water Division Enterprise Fund, and establish proper controls to mitigate future risks and prevent the improper use of enterprise funds.

In the longer term (within 180 days):

For the Town of Norfolk

13. Adopt a modern, digital timekeeping system for town employees that records with specificity when employees are working, using vacation time, sick time, personal time, and holiday time. Abolish the use of the non-specific and unverifiable "other" time. Ensure town employees work regular time at a designated worksite absent written permission.

14. Designate at least one town procurement official to earn the OIG's Massachusetts Certified Public Purchasing Official (MCPPO) Designation. Ensure that the town always maintains at least one MCPPO-certified procurement official.

15. Notify the Town Meeting at its next gathering of this report, the matters in which their oversight was bypassed, and the steps taken to mitigate such issues in the future.

Next Steps

The Commonwealth's governmental bodies must act as effective stewards of public funds and properly control and account for all public assets. The town should work to ensure that state law and town policies on procurements, remote work, vacation, and oversight of town employees (including the DPW Director and the Town Administrator) are properly discharged.

Within 30 days of receiving this letter, please notify this office in writing of your plans to implement the recommendations herein or of actions already taken in furtherance of these goals.

If you have any questions, please contact George Xenakis, Director of the OIG's Audit, Oversight and Investigations Division, at 617-722-8853 or at George.Xenakis@mass.gov.

Thank you for your attention to this matter.

Sincerely,

Jeffrey S. Shapiro, Esq., CIG
Inspector General

cc (by email):

OIG statutory recipients
Inspector General Council
Taiese Hickman, Vice Chair, Norfolk Select Board
Anita Mecklenburg, Clerk, Norfolk Select Board
Todd Lindmark, Financial Director, Town of Norfolk
Sean Cronin, Senior Deputy Commissioner, DOR Division of Local Services
The Hon. Sen. Rebecca L. Rausch
The Hon. Rep. Marcus S. Vaughn
Tony Roselli, Managing Partner, Roselli, Clark and Associates
Susanne O'Neil, Deputy Inspector General, OIG
Bethany Wong, General Counsel, OIG
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