STATE OF WEST VIRGINIA
WEST VIRGINIA ETHICS COMMISSION
210 BROOKS STREET, SUITE 300
CHARLESTON WV 25301-1804
(304) 558-0664 - FAX (304) 558-2169
ethics@wv.gov www.ethics.wv.gov

November 15, 2016

Bernard Fazzini
301 West Main Street
Clarksburg, WV 26301

RE: VCRB 2015-089
Rocco Rossetti, Complainant v. Bernard Fazzini, Respondent

Dear Mr. Fazzini:

This will confirm that you have now fulfilled your obligations under the Conciliation Agreement which was approved by the Ethics Commission on August 4, 2016. Accordingly, the above-referenced ethics Complaint will be closed.

On November 14, 2016, the Ethics Commission received payment of the $500 fine required by the Agreement.

Thank you for your cooperation in fulfilling this requirement.

Sincerely,

Rebecca L. Stepto
Executive Director

meb

BEFORE THE WEST VIRGINIA ETHICS COMMISSION

IN RE: **COMPLAINT NO. VCRB 2015-089**

BERNARD L. FAZZINI,
Former Secretary of the
Central West Virginia Transit Authority
Board of Directors

CONCILIATION AGREEMENT

The West Virginia Ethics Commission and Bernard L. Fazzini freely and voluntarily enter into the following Conciliation Agreement pursuant to W.Va. Code § 6B-2-4(s) to resolve all potential charges arising from allegations in the above-referenced Complaint.

FINDINGS OF FACT

1. Bernard L. Fazzini ("Respondent") served as the Secretary of the Board of Directors of the Central West Virginia Transit Authority ("CENTRA") at all times relevant herein. CENTRA is a public corporation created pursuant to the West Virginia Urban Mass Transportation Act that provides public transportation, primarily bus service, in the Clarksburg area.

2. Respondent was a "public official" as defined in the Ethics Act at W.Va. Code § 6B-1-3(j).

3. The Ethics Commission has jurisdiction over alleged violations of the Ethics Act committed by public officials such as the Respondent. W.Va. Code § 6B-1-1 through § 6B-2-10.

BLF

4. In April 2013, a representative of the Louis A. Johnson VA Medical Center in Clarksburg contacted the General Manager of CENTRA, John P. Aman, about providing bus service to its employees between an off-site parking location and the medical center.

5. During non-public discussions, the Respondent, Aman, and the President and Vice President of the CENTRA Board decided that CENTRA would provide bus service to the medical center and that CENTRA would contract with a person to sell bus tickets to medical center employees for eight hours a day four days a month rather than create a new employment position to perform this duty. Two other members of the CENTRA Board were not involved in the discussions or determinations.

6. CENTRA's 2010 Financial Procedures Manual ("Procedures Manual") was in effect at least during the relevant time period from May 2013 through September 2014. The Procedures Manual provides that the General Manager has the authority to hire employees for existing positions and that the Board of Directors must authorize the creation of new positions.

7. The Respondent, the President, the Vice President and General Manager John P. Aman agreed that CENTRA would contract with John P. Aman's wife, Veronica Aman, at a rate of $10 per hour to sell bus tickets to the medical center's employees beginning in May 2013.

8. Respondent Fazzini used his position with CENTRA to facilitate CENTRA entering into the contract with General Manager Aman's wife. This action resulted in a

contract prohibited by the Ethics Act and personal gain to John P. Aman and Veronica Aman.

9. In February 2014, the Respondent, John P. Aman, and the President and Vice President of the CENTRA Board agreed to increase Veronica Aman's hourly wage from $10 to $20. She received this higher hourly rate from February 2014 through September 2014.

10. CENTRA paid Veronica Aman $3,445 in 2013 and $6,800 in 2014.

11. CENTRA's contract with Veronica Aman was terminated in September 2014. A new CENTRA Board of Directors was appointed, and that Board contracted with another person to perform the same duties which had been performed by Veronica Aman at the rate of $15.00 per hour.

12. During the September 2013 time frame, CENTRA rented its trolley to private citizens at a rate of $50 per hour. CENTRA's practice was to charge $50 per hour regardless of whether a full hour was used. For example, if the trolley was used for 15 minutes, the charge would be $50. (Effective January 1, 2015, CENTRA began charging $100.00 an hour plus tax with a two-hour minimum for use of its trolley.)

13. Respondent Fazzini directed General Manager Aman to allow him use of the trolley for his daughter's wedding in September 2013.

14. The General Manager directed CENTRA's Operations Supervisor, who was his subordinate, to schedule Fazzini to use the trolley on the date of the wedding even though the trolley had already been reserved for another wedding at the same date and

time. The trolley was to pick up the Fazzini party after transporting the other wedding party, thereby resulting in the trolley being "double booked."

15. CENTRA'S practice was to book only one event at a time, therefore allowing only one party to use the trolley.

16. The General Manager directed his subordinate(s) to allow Fazzini to use the trolley without charge.

17. The trolley transported the Fazzini wedding party approximately 6 miles after the trolley was used by the other wedding party.

18. Respondent Fazzini was never billed for use of the trolley, but after allegations regarding the incident were made public, he paid CENTRA $40.

RELEVANT LEGAL PROVISIONS

W.Va. Code § 6B-2-5(b)(1) states:

> A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person. Incidental use of equipment or resources available to a public official or public employee by virtue of his or her position for personal or business purposes resulting in *de minimis* private gain does not constitute use of public office for private gain under this subsection. The performance of usual and customary duties associated with the office or position or the advancement of public policy goals or constituent services, without compensation, does not constitute the use of prestige of office for private gain.

W.Va. Code § 6B-2-5(d)(1) states, in relevant part:

> No elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest

> in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control. . . .

CONCILIATION OF VIOLATION

I, Bernard L. Fazzini, the Respondent, admit that I violated the above-referenced provisions of the West Virginia Governmental Ethics Act by using my public position to facilitate CENTRA entering into a contract with General Manager Aman's wife, which resulted in a contract prohibited by the Ethics Act and personal gain to John P. Aman and Veronica Aman. I also admit that I violated the West Virginia Governmental Ethics Act by using my public position to direct CENTRA to allow me the use of its trolley when it already had been booked and at less than the standard rate.

In order to resolve this matter, I am entering into this Agreement. I understand that for this Conciliation Agreement to be finalized, that the Ethics Commission must approve it and determine which sanctions to impose.

In consideration for the settlement of this matter, I agree to the Commission's imposition of the following sanctions:

1. A public reprimand, and
2. A fine in the amount of $500.

I understand and agree that if the Ethics Commission fails to approve this Conciliation Agreement, then this Conciliation Agreement is null and void and the Complaint against me will be referred back to the Probable Cause Review Board, where

BLF

it will be processed in accordance with the West Virginia Code and the Ethics Commission's Legislative Rules.

If the Ethics Commission approves the Agreement, it will enter an Order in which it approves the Agreement and sets forth the sanctions listed above.

Both parties understand that, pursuant to W.Va. Code § 6B-2-4(s), this Conciliation Agreement and Commission Order must be made available to the public.

8/4/16
Date

Robert J. Wolfe, Chairperson
West Virginia Ethics Commission

7-17-2016
Date

Bernard L. Fazzini, Respondent

BLF

BEFORE THE WEST VIRGINIA ETHICS COMMISSION

IN RE: **COMPLAINT NO. VCRB 2015-089**

BERNARD L. FAZZINI,
Former Secretary of the
Central West Virginia Transit Authority
Board of Directors

COMMISSION'S ORDER

After considering the FINDINGS OF FACT, RELEVANT LEGAL PROVISION and CONCILIATION OF VIOLATION in the Conciliation Agreement, the West Virginia Ethics Commission finds that the Conciliation Agreement is in the best interest of the State and Bernard L. Fazzini as required by W.Va. Code § 6B-2-4(s). In accordance with W.Va. Code § 6B-2-4(r), the Commission imposes the following sanctions:

1. A public reprimand, and

2. A fine in the amount of $500, payable to the West Virginia Ethics Commission on or before October 1, 2016.

8/4/16
Date

Robert J. Wolfe, Chairperson
West Virginia Ethics Commission