

AFFIDAVIT

I, James D. Pitcavage, being duly sworn do hereby depose:

1. I am a Special Agent with the Federal Bureau of Investigation ("FBI") and have been so employed since 1992. After graduating from the FBI Academy in Quantico, Virginia, I was assigned to the FBI's Boston Division, Providence Resident Agency.
2. I am currently assigned to the Public Corruption Squad. In this assignment, I have been involved in the investigation of public corruption and other offenses which are violations of federal statutes within the jurisdiction of the FBI.
3. I personally participated in the investigation of violations of federal law by JOSEPH S. BURCHFIELD ("BURCHFIELD"), RAYMOND L. DOUGLAS III ("DOUGLAS"), and JOHN A. ZAMBARANO ("ZAMBARANO") set forth in this affidavit.
4. I make this affidavit in support of a criminal complaint and arrest warrants for BURCHFIELD, DOUGLAS, and ZAMBARANO.
5. Based on my knowledge, training, experience, and the evidence set forth below in this affidavit, I have probable cause to believe and do believe that BURCHFIELD, DOUGLAS, and ZAMBARANO committed the following offenses:

- (1) Hobbs Act Extortion in violation of 18 U.S.C. § 1951; and
- (2) Receipt of a bribe by an agent of a local government receiving federal funds in violation of 18 U.S.C. § 666;

6. This affidavit is submitted for the limited purpose of establishing probable cause for the issuance of the requested complaints and warrants. In light of the limited purpose for which this affidavit is being submitted, I have not included each and every fact known to me concerning this investigation.
7. What follows is evidence establishing probable cause that the aforementioned offenses were committed by BURCHFIELD, DOUGLAS and ZAMBARANO.
8. BURCHFIELD is an elected Councilman and President of the Town Council for the Town of North Providence, Rhode Island. BURCHFIELD resides in North Providence, Rhode Island.
9. DOUGLAS is a an elected Councilman of the Town Council for the Town of North Providence, Rhode Island. DOUGLAS resides in North Providence, Rhode Island.
10. ZAMBARANO is an elected Councilman of the Town Council for the Town of North Providence, Rhode Island. ZAMBARANO resides in North Providence, Rhode Island.

11. The Town of North Providence, Rhode Island (“the Town”) is a local government that received federal assistance in excess of \$10,000 during the one-year period beginning July 1, 2008 and ending June 30, 2009.
12. The Town Council (“the Council”) for the Town of North Providence consists of seven Councilmen. There are two Councilmen elected from each of the three districts in the Town, and one Councilman-at-large.
13. JOHN DOE #1, whose true identity is known to the FBI, is an attorney with an office address in North Providence, Rhode Island.
14. JOHN DOE #2, whose true identity is known to the FBI, is the principal of a Rhode Island real estate development company, (herein after "JOHN DOE #2's Company"). JOHN DOE #2's Company operates in interstate commerce in the acquisition, development, construction and management of office, industrial, retail, and residential properties in New England and other states.
15. At all relevant times, JOHN DOE #1 represented JOHN DOE #2's Company before the Council.
16. Beginning in approximately late summer 2008, JOHN DOE #2's

Company sought to develop a Stop & Shop Supermarket at a property located on Plympton Street in North Providence, Rhode Island ("the property"). The property is an approximately six (6) acre site located across from North Providence High School, on the site of a former junkyard. The property was zoned for Commercial Professional and Residential General use.

17. In order to develop the property into a supermarket, JOHN DOE #2's Company needed the Council to amend the Town's Comprehensive Plan and re-zone the property to Commercial General use. (Said action will be referred to hereinafter as "the zoning change").
18. On various dates in October of 2008, JOHN DOE #1 and JOHN DOE #2 made presentations to members of the Council, including BURCHFIELD, DOUGLAS and ZAMBARANO.
19. On October 7, 2008, the Council held an informational hearing regarding the project, but no formal action was taken.
20. A Confidential Source ("CS#1"), whose identity is known to the FBI, is an elected member of the Council. From November 11 through November 15, 2008, CS#1 attended a National League of Cities Conference in Orlando, Florida with several North

Providence officials, including BURCHFIELD, ZAMBARANO and DOUGLAS.

21. On November 12, 2008, CS#1 went to dinner in Florida with a number of North Providence officials, including BURCHFIELD, DOUGLAS, and ZAMBARANO. After dinner, CS#1 returned to CS#1's hotel room while BURCHFIELD, DOUGLAS, ZAMBARANO, and others went out for drinks.
22. Among those who went out for drinks with BURCHFIELD, DOUGLAS, and ZAMBARANO in Florida was a North Providence official whose identity is known to the FBI, ("NP#1").
23. In or about November 2008, upon returning to Rhode Island from Florida, NP#1 told CS#1 that while having drinks, NP#1 had overheard ZAMBARANO say to DOUGLAS and BURCHFIELD that ZAMBARANO hoped the Stop & Shop deal would go through soon because ZAMBARANO hoped to get the money for Christmas.
24. An additional hearing and vote on the zoning change was scheduled for February 10, 2009.
25. On or about January 27, 2009, CS#1 contacted ZAMBARANO by telephone. The conversation was surreptitiously recorded by

the FBI with CS#1's consent. During the conversation, CS#1 mentioned ZAMBARANO's comments in Florida regarding getting money from the Stop & Shop deal for Christmas. CS#1 told ZAMBARANO that CS#1 needed money and was willing to sell CS#1's vote on the Council to be included in the scheme. CS#1 asked ZAMBARANO "...why can't you guys include me in this stuff. ...You turn a blind eye here and there. ...I'm willing to do that. ...Just...do me a favor. ...when there's issues like this where you know we can...we can take something - cut me in - consider me. Instead of leaving me out in the cold and...and then I'm always the guy that has to make the noise. I'd rather be part of the group, than against everybody all the time... So, you know, if there's something there I'm willing to look the other way, to bend, to shut up, to throw a vote here and there." ZAMBARANO did not deny his involvement in the bribery scheme.

26. Telephone toll records for ZAMBARANO's phone indicate that when the above referenced call between CS#1 and ZAMBARANO ended, ZAMBARANO immediately called DOUGLAS.
27. On February 9, 2009, CS#1 engaged in a surreptitiously recorded conversation in person with ZAMBARANO. ZAMBARANO stated "...I talked to these guys after we had that conversation... only three of us involved in this... so it took me a little convincing."

28. CS#1 asked ZAMBARANO if the others involved in the bribery scheme were BURCHFIELD and DOUGLAS. ZAMBARANO said "Yeah."
- ZAMBARANO continued "They don't even want to talk to you about it...in other words... they agreed. Now its gonna be four of us. So... You come tomorrow night... if you go along with the show and go along with everything we'll give you \$4,000 ... and I'm gonna tell you it was twenty five divided by three. So we're not getting much more than you are. But I mean I negotiated the deal. I mean... and they were in on it from the beginning...so I came up with that figure." CS#1 asked "Twenty five hundred?" to which ZAMBARANO replied "Twenty five thousand." ZAMBARANO stated to CS#1 that JOHN DOE #2 told ZAMBARANO "You deliver four votes and I'll give you twenty-five thousand dollars."
29. During the February 9, 2009 consensually recorded conversation between CS#1 and ZAMBARANO, ZAMBARANO also indicated the intent of ZAMBARANO, BURCHFIELD and DOUGLAS to solicit future bribes. ZAMBARANO stated "...[A]nd there's something else coming down the road in the future and we can all be part of this again... [JOHN DOE #2] told me he might want to put an Applebee's or Chili's in the parking lot... He said we're gonna need a liquor license... he doesn't know they're a dime a dozen and I'm not going to tell him, you know what I'm saying." ZAMBARANO went

on to indicate that ZAMBARANO, DOUGLAS and BURCHFIELD had been involved in similar corrupt practices in the past, stating to CS#1: "I've known Joey [BURCHFIELD] for thirty years... me and Ray [DOUGLAS] became really good friends... I never talked to you about things like this in the thirteen years we were on that Council... and Joey [BURCHFIELD] says 'You sure?'. I said 'The guy was with us in Florida... He knew exactly what we were talking about... so shame on us and I give him credit for calling me and approaching me with it.'"

30. During the February 9, 2009 consensually recorded conversation between CS#1 and ZAMBARANO, ZAMBARANO went on to explain how the Stop & Shop bribe would be executed, indicating that JOHN DOE #2 would only pay after the vote. "He [JOHN DOE #2] said 'That's the way I do business.' He's not giving us anything until after the meeting... I'm getting it tomorrow night... I'm meeting him and [JOHN DOE #1] about an hour after the meeting... So I'll get it... I'll give everybody theirs too... and then Wednesday after work I'll give you the \$4,000. But Ray [DOUGLAS] says to me 'He's not gonna make this hard for us tomorrow night is he?'" ZAMBARANO then asked CS#1 "You're going to vote for it right?" to which CS#1 replied "Yeah."

31. During the February 9, 2009 consensually recorded conversation

between CS#1 and ZAMBARANO, ZAMBARANO further discussed how he prevented another North Providence Town Councilman from pressuring JOHN DOE #2 to purchase a \$20,000 digital billboard for North Providence High School. ZAMBARANO stated "[The Councilman]'s not going to do that because I made sure."

32. In the consensually recorded February 9, 2009 conversation, CS#1 also asked ZAMBARANO how ZAMBARANO would handle a situation where he accepted a bribe and was later forced to take official action regarding whomever had paid the bribe. CS#1 asked "...if you...get paid for liquor licenses like that, what happens in a case like...(Unintelligible) when you have to discipline them?..." CS#1 continued "...if you had charged them and then there's an issue later, how, like, doesn't he like own you at that point?" ZAMBARANO replied "...See, they're breaking the law, just like we are." CS#1 then said "Yeah, but you think if, if he went and, and said something, who are they gonna grab? The guy who took the money from him or the guy that was forced to pay?" ZAMBARANO replied "I don't know. I don't know. But are you happy with the four [thousand dollars]?" CS#1 replied "Oh yeah, I didn't know it was gonna be that much."

33. On Tuesday February 10, 2009, the Council held a vote on the zone change. BURCHFIELD, ZAMBARANO, DOUGLAS and CS#1 all voted in

favor of the zone change, which passed.

34. After the February 10, 2009 Council Meeting, DOUGLAS approached CS#1 as CS#1 sat in CS#1's vehicle preparing to leave. DOUGLAS knocked on CS#1's vehicle window and said words to the effect of "It was nice not having to work against you."
35. The FBI conducted surveillance of ZAMBARANO after the February 10, 2009 Council Meeting. Following the vote, ZAMBARANO returned to his home, switched vehicles, and then drove to the empty parking lot of Antonio's Restaurant, 1710 Cranston Avenue, Cranston, Rhode Island and parked there at approximately 10:29 p.m. Antonio's Restaurant is near the intersection of Cranston Avenue and Park Avenue. ZAMBARANO circled the parking lot and parked his car so that it was facing out towards Park Avenue.
36. According to telephone toll records and subscriber information, at approximately 10:32 p.m., ZAMBARANO used his cellular telephone to call JOHN DOE #1's cellular telephone. The call lasted approximately 1 minute.
37. According to historical cell site data obtained from JOHN DOE #1's cellular telephone company, at the time of the call referenced in the previous paragraph, a cellular phone

subscribed in JOHN DOE #1's true name was physically located within the vicinity of a 1 mile radius of Antonio's Restaurant in Cranston, Rhode Island.

38. At approximately 10:32 pm, a vehicle bearing a license plate registered to the street address of JOHN DOE #1's residence pulled into the parking lot of Antonio's Restaurant. The vehicle is registered in the name of a female believed to be JOHN DOE #1's wife or domestic partner. The vehicle was operated by an older white male. JOHN DOE #1 is a white male approximately 76 years of age.
39. The vehicle drove into the Antonio's Restaurant parking lot, pulled along side ZAMBARANO's vehicle and stopped for approximately 3 minutes. Then both vehicles drove away.
40. Based upon the description of the operator of the vehicle, the fact that the vehicle was registered to JOHN DOE #1's residence, the cell phone records and the cell site data, I believe that it was JOHN DOE #1 that met with ZAMBARANO in the Antonio's Restaurant parking lot on February 10, 2009.
41. Agents conducting surveillance observed ZAMBARANO's car leave the Antonio's Restaurant parking lot drive back to his residence

in North Providence along the same route he took to Antonio's Restaurant, and arrive at approximately 10:46 p.m.

42. At approximately 10:49 p.m., agents observed ZAMBARANO drive from his residence on Fruit Hill Avenue and turn onto Sampson Avenue, North Providence. DOUGLAS's residence is located at 50 Sampson Avenue, North Providence. Shortly thereafter, agents observed ZAMBARANO's vehicle parked in the driveway of DOUGLAS' residence. A light from the rear of the residence illuminated the driveway.
43. At approximately 11:07 p.m., FBI Agents conducting surveillance observed a white male walk from DOUGLAS' driveway across the street, enter a vehicle bearing Rhode Island registration B-37 and drive south away from DOUGLAS' residence. FBI agents had seen BURCHFIELD using the vehicle bearing Rhode Island registration B-37 on several occasions in the past. A few minutes later, surveillance indicated that ZAMBARANO's vehicle had left the vicinity of DOUGLAS' house.
44. Based on all the facts and circumstances set forth in this affidavit, including the fact that BURCHFIELD has previously been observed operating the vehicle bearing Rhode Island registration B-37, the fact BURCHFIELD is a white male, and the

fact that the next day ZAMBARANO stated to CS#1 (as described more fully below) that he met with DOUGLAS and BURCHFIELD at DOUGLAS's house after picking up the bribe money, I believe the white male observed leaving DOUGLAS' driveway and entering the vehicle bearing Rhode Island registration B-37 was BURCHFIELD.

45. The next day, Wednesday February 11, 2009, ZAMBARANO met with CS#1 in CS#1's vehicle and delivered \$4,000 in cash to CS#1. During the cash delivery, the FBI recorded the meeting between CS#1 and ZAMBARANO using audio and video recording. While paying CS#1's portion of the bribe, ZAMBARANO again described to CS#1 how the scheme came about. "I went down to [JOHN DOE #2's]. ...What happened was... I'm very close to JOHN DOE #1. I'm very close to him and he said to me 'If youse want something... you're the guy that's gonna do the deal... He [JOHN DOE #2] doesn't want to talk to anyone else about it.' So I went down there... so I said 'Alright, how does twenty-five sound?' He [JOHN DOE #2] said 'Fine.'" CS#1 replied "That easy? You could have got forty." ZAMBARANO then responded "I could have said fifty. But next time, the Applebee's or the Chili's, I'm going to go for it." Based on my training an experience and the fact that in the February 9, 2009 and February 11, 2009 consensually recorded conversations ZAMBARANO identified the amount of the bribe to be \$25,000, and the fact that ZAMBARANO

paid CS#1 \$4,000 cash as CS#1's share of the bribe, I believe the word "twenty-five" refers to twenty-five thousand dollars (\$25,000), and the words "forty" and "fifty" to forty thousand dollars (\$40,000) and fifty thousand dollars (\$50,000) respectively.

46. During the February 11, 2009 meeting between ZAMBARANO and CS#1, ZAMBARANO also confirmed that he paid DOUGLAS and BURCHFIELD their portions of the bribe. ZAMBARANO stated "I got this last night after the meeting...I went and gave it. After we went I met at Ray's [DOUGLAS] and we cleared everything up and Joey [BURCHFIELD] says 'Hey Zam, you really orchestrated this great.'"

47. On October 14, 2009, CS#1 attended a meeting with ZAMBARANO and BURCHFIELD. The meeting took place at an ice cream parlor owned by ZAMBARANO in North Providence, RI. During the meeting BURCHFIELD and ZAMBARANO sought to assure CS#1 that BURCHFIELD, DOUGLAS and ZAMBARANO would include CS#1 in future bribes. The FBI recorded the conversation between CS#1 and ZAMBARANO and BURCHFIELD at the meeting. During the meeting, BURCHFIELD sought to reassure CS#1 that BURCHFIELD, DOUGLAS and ZAMBARANO were not keeping any bribe payments related to other extortions from CS. Specifically, BURCHFIELD stated "I want to prove

something to you. ...There was one thing that you know about and that's it. Christmas comes, you'll know it."

48. Based on my training and experience and the facts and circumstances of this investigation, I believe that BURCHFIELD's statement "There was one thing that you know about and that's it" refers to the bribery scheme involving the Stop and Shop property and BURCHFIELD's statement "Christmas comes, you'll know it" means that if future bribe opportunities arise, CS#1 will be informed and included.

CONCLUSION

49. Based on the information set out above, there is probable cause to believe that from in or about the fall of 2008 through on or about October 14, 2009, (1) BURCHFIELD, DOUGLAS, and ZAMBARANO did knowingly and unlawfully obstruct, delay and affect commerce and the movement of articles and commodities in commerce by extortion, in that BURCHFIELD, DOUGLAS, and ZAMBARANO obtained from another person, with that person's consent, under color of official right, property which was not due them or their public offices, in violation of 18 U.S.C. § 1951; and (2) BURCHFIELD, DOUGLAS, and ZAMBARANO, each an agent of a local government receiving federal funds, did corruptly accept a thing of value,

intending to be influenced or rewarded in connection with business or transactions of the Town of North Providence, Rhode Island, involving a thing of value more than \$5,000, in violation of 18 U.S.C. § 666(a)(1)(B).

James D. Pitcavage
Special Agent
Federal Bureau of Investigation
Providence, Rhode Island

Subscribed and sworn to before me this ____ day of May, 2010

Hon. David L. Martin
United States Magistrate Judge