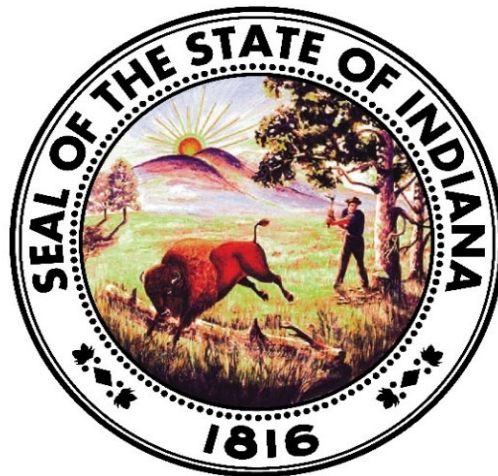


STATE BOARD OF ACCOUNTS
302 West Washington Street
Room E418
INDIANAPOLIS, INDIANA 46204-2769

SPECIAL INVESTIGATION REPORT
OF

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
CLARK COUNTY, INDIANA

January 1, 2019 to December 31, 2023



FILED
04/29/2024

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Transmittal Letter	2
Results and Comments:	
Background.....	3-10
Unlawful Distributions from New Chapel EMS Credit Cards.....	10-17
College Tuition and Rent Expenditures for Noel's Daughters Paid for with New Chapel EMS Funds	17-18
Child Support Payments Made with New Chapel EMS Funds.....	18-19
Custom Suits and Designer Apparel Purchases Paid for with New Chapel EMS Funds.....	19
Plane Purchased with New Chapel EMS Funds	19-20
Personal Firearms Purchases Paid for with New Chapel EMS Funds.....	20-21
Personal Car Collection Insurance Premiums Paid for with New Chapel EMS Funds	22
Automotive Lifts Installed in Noel's Pole Barn Paid for with New Chapel EMS Funds	22-24
Expenditures at 2408 Turnberry Drive Paid with New Chapel EMS Funds	24-27
Expenditures in Naples, Florida, Paid with New Chapel EMS Funds	27-30
Expenditures at 3001 Old Tay Bridge Paid with New Chapel EMS Funds	30-31
Personal Lumber Expenditures Paid for with New Chapel EMS Funds.....	31-32
New Chapel EMS Funds Diverted to Brother's Estate	32
Cash Withdrawal and Electronic Payments from New Chapel EMS Funds.....	33
Chase Credit Card Payments Made from New Chapel EMS Funds.....	33-34
New Chapel EMS Vehicle Traded for a Personal Vehicle	34-37
Contractual Defaults Caused Loss to New Chapel EMS	37
Sale of a Kubota Tractor and Proceeds Not Deposited	38-40
Cash Not Deposited from Sale of Vehicle	40-42
Special Investigation Costs	42
Internal Control Deficiencies.....	42-43
Investigation by Law Enforcement and State Agencies	44
Crime Insurance Coverage.....	44
Official Response	45-47
Exit Conference.....	48
Summary of Charges	49
Affidavit.....	51



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TO: THE OFFICIALS OF THE UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE, CLARK COUNTY, INDIANA

This is a special investigation report for the Utica Township Volunteer Fire Fighters Association; d/b/a New Chapel Emergency Medical Service (Nonprofit Corporation), for the period January 1, 2019 to December 31, 2023, and is in addition to any other report for the Nonprofit Corporation as required under Indiana Code 5-11-1. All reports pertaining to the Nonprofit Corporation may be found at www.in.gov/sboa/.

We performed procedures to determine compliance with applicable Indiana laws and uniform compliance guidelines established by the Indiana State Board of Accounts. The Results and Comments contained herein describe the identified reportable instances of noncompliance found as a result of these procedures. Our tests were not designed to identify all instances of noncompliance; therefore, noncompliance may exist that is unidentified.

The Official Response to the Results and Comments, incorporated within this report, was not verified for accuracy.

Paul D. Joyce
Paul D. Joyce, CPA
State Examiner

April 18, 2024

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS

BACKGROUND

In July 2023, the Indiana State Police (ISP) referred a matter to the Indiana State Board of Accounts (SBOA) involving former Clark County Sheriff, Jamey Noel. On February 15, 2024, a Special Investigation Report (Report 844771) was issued by the SBOA regarding Jamey Noel's misuse of the Sheriff's Jail Commissary Fund during his term as Sheriff, January 1, 2015 to December 31, 2022. As referenced in that report, Jamey Noel also had oversight and substantial involvement with other entities during portions of his timeframe as the elected Sheriff of Clark County.

Jamey Noel was the incorporator, CEO, and/or Fire Chief for the Utica Township Fire Department Incorporated d/b/a New Chapel Fire and Emergency Medical Services, Inc. (New Chapel Fire and EMS), which was created in 2002 as a domestic nonprofit corporation to provide fire protection services. New Chapel Fire and EMS received funding from the New Albany Township Fire Protection District and the Utica Township Fire Protection District. Both districts are political subdivisions of the State of Indiana.

Jamey Noel was also the CEO and/or President of the domestic nonprofit corporation, Utica Township Volunteer Fire Fighters Association; d/b/a New Chapel Emergency Medical Service (New Chapel EMS). New Chapel EMS was maintained and supported with public funds through contracts with Clark and Floyd counties. It is this entity which is the subject of this investigative report.

Here, the use of multiple business names created a layering effect, in which money or assets are moved through different businesses or different layers of a business. This process creates difficulty when tracking funds or assets through the businesses. Sometimes the formal legal entity's name is used, whereas sometimes an assumed business name (d/b/a) is used. Although New Chapel Fire and EMS and New Chapel EMS are separate and distinct assumed business names for two separate and distinct legal entities, their similar names have caused monies from one entity to be wrongfully deposited into the other, as identified by the SBOA.

Entity Legal History and Authorized Purpose

The Utica Township Volunteer Fire Fighters Association, Inc. ("UTVFFA") was created as a domestic nonprofit corporation through the filing of its Articles of Incorporation with the Indiana Secretary of State (SOS) on July 16, 1954. The nonprofit corporation (nonprofit) was organized under Indiana's Nonprofit Act of 1935, which exists in its current form at Indiana Code 23-17 et seq. Per Indiana Code 23-17-1-1(a)(2), the current provisions of Indiana Code 23-17 et seq., apply to any domestic nonprofit that was in existence on July 31, 1993, and incorporated under the Nonprofit Act of 1935, like the UTVFFA. Pursuant to the UTVFFA's Articles of Incorporation, the entity's "purpose for which it is formed" is "to provide Utica Township and surrounding territory with fire protection."

On June 1, 1993, bylaws were filed with the SOS on behalf of the UTVFFA. Pursuant to Article #2 of those bylaws, "[t]he purpose of this Association shall be to provide all members with the best fire protection possible at all times." The bylaws were submitted to the SOS by the entity's Recording Secretary, Jamey Noel.

On October 27, 1993, SOS records indicate that "Articles of Amendment" were filed on behalf of the UTVFFA. The filing was submitted to the SOS by Recording Secretary, Jamey Noel. Of the "amendments" contained in the documentation, none seek to change the purpose of the entity, as set forth in the 1954 Articles of Incorporation or the 1993 Bylaws. The October 27, 1993 filing expressly states that it was "Prepared by: Jamey Noel."

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

On December 13, 2000, simultaneous filings were made by the UTVFFA for two different assumed business names, or "d/b/a" designations. Those designations were for "New Chapel Volunteer Fire Company" and "Utica Security Group." Both filings were "prepared by" and signed for by "Jamey J. Noel C.E.O."

On March 31, 2003, another assumed business name, or "d/b/a" designation, was filed on behalf of the UTVFFA. This filing was for "New Chapel Emergency Medical Service" and was "prepared by" and signed for by "Jamey Noel C.E.O."

This examination concerns the UTVFFA and the assumed business name New Chapel Emergency Medical Service (New Chapel EMS).

Bylaws, dated March 4, 1998, and August 22, 2023

Another version of the bylaws was located by the SBOA, dated March 4, 1998, which had been filed with the Clark County Recorder. Pursuant to that version, "[t]he purpose of this Association shall be to provide the best fire protection possible at all times." The 1998 Bylaws are signed by Jamey Noel "Fire Chief and CEO."

An additional version of the bylaws was provided by the entity's current legal counsel to the SBOA during this examination. That version, dated August 22, 2023, states that the "purpose" of the New Chapel EMS is "[t]o provide fire and emergency medical services to Southern Indiana." This version of the bylaws was not filed with the SOS. Together with the ISP, the SBOA has reviewed the documents of New Chapel EMS, including those filed with the SOS. Numerous records of the nonprofit were seized by the ISP on August 16, 2023, as part of an ongoing criminal investigation into Jamey Noel. No other versions of the bylaws have been located other than the August 22, 2023, and those previously mentioned, which were in place during the period of this examination. The August 22, 2023 Bylaws contain the first mention of New Chapel EMS as having a stated business purpose which includes "emergency medical services."

Generally, a nonprofit entity's existence begins when Articles of Incorporation are filed with the SOS. (See IC 23-17-3-5) Amendments to those Articles of Incorporation are also required to be filed with the SOS. (See IC 23-17-17-7) Although a nonprofit entity "shall adopt bylaws" for the entity, those bylaws do not have the same filing requirement. (See IC 23-17-3-8(a)) However, per Indiana Code 23-17-3-8(b), "[t]he bylaws of a corporation may contain any provision for regulating and managing the affairs of a corporation that is not inconsistent with any law or the articles of incorporation." Indiana law does not permit a nonprofit entity to expand its stated business purpose through the adoption of internal bylaws. Per Indiana Code 23-17-4-1(a), a nonprofit entity "has the purpose of engaging in any lawful activity *unless a more limited purpose is set forth in the articles of incorporation.*" (emphasis added) During the period of this examination, no Articles of Amendment were filed with the SOS to expand the entity's limited business purpose: fire protection.

State Board of Accounts Audit Responsibility and Authority

Per Indiana Code 5-11-1-9(a):

"The state examiner, personally or through the deputy examiners, field examiners, or private examiners, shall examine all accounts and all financial affairs of every audited entity. However, an examination of an entity under this subsection shall be limited to matters relevant to the use of the public money received by the entity."

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

Per Indiana Code 5-11-1-16(e), "entity" is defined as:

"[A]ny provider of goods, services, or other benefits that is:

- (1) maintained in whole or in part at public expense; or
- (2) supported in whole or in part by appropriations or public funds or by taxation.

The term does not include the state or a municipality (as defined in this section)."

Pursuant to Indiana Code 5-11-1-9(c):

"An examination of an entity that is organized as a not-for-profit corporation deriving:

- (1) less than fifty percent (50%); or
- (2) subject to subsection (j), at least fifty percent (50%) but less than seven hundred fifty thousand dollars- (\$750,000);

of its disbursements during the period subject to an examination from appropriations, public funds, taxes, and other sources of public expense shall be limited to matters relevant to the use of the public money received by the entity."

The period subject to this examination is January 1, 2019 to December 31, 2023. During this period, New Chapel EMS was maintained and supported at public expense through direct payments of public funds from both Clark and Floyd counties.

Maintained and Supported with Public Funds

During the period of examination, New Chapel EMS had one contract with three written extensions with Clark County for "Emergency Medical Ambulance Service throughout Clark County, Indiana". None of the contracts/extensions are for the nonprofit's authorized purpose: fire protection. Each contract/extension refers to payments to New Chapel EMS as a "subsidy" or "subsidy rate." Per contract terms, New Chapel EMS received equal monthly payments at the agreed upon rate of "subsidy." New Chapel EMS was not required to send Clark County itemized invoices to receive or justify payment under the contract. In other words, the contract/extensions did not establish a direct relationship between the amount paid by Clark County and the amount of service rendered by New Chapel EMS. Further, the monthly "subsidy" payments remained the same for a given term and did not fluctuate from payment to payment unless the overall rate changed in a written extension. Lastly, in the original contract, a provision expressly states that "the annual subsidy as set forth above is subject to and contingent upon approval of sufficient appropriations by the Clark County Council acting as the fiscal body for Clark County, Indiana."

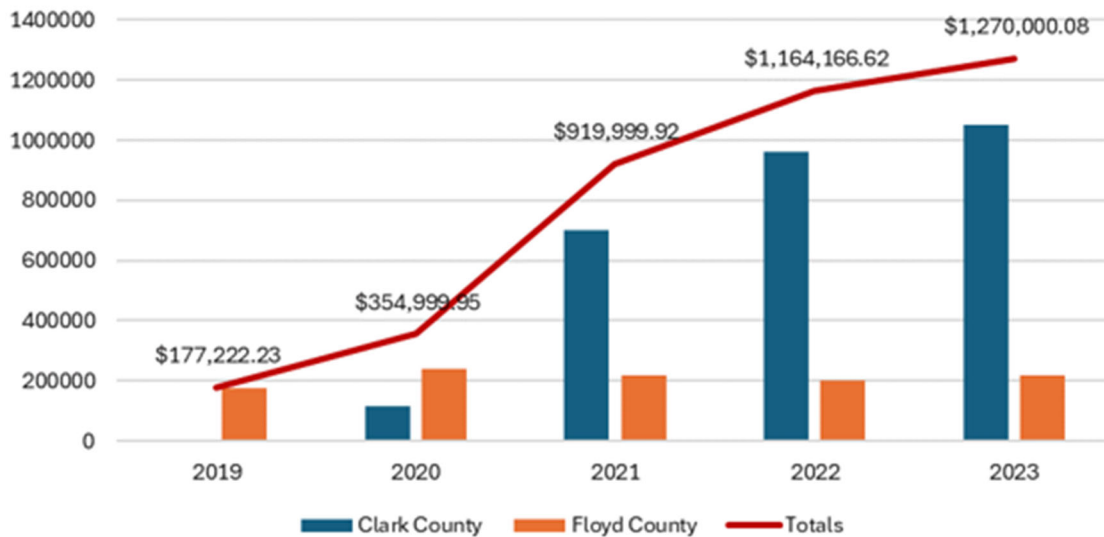
New Chapel EMS also had a contractual relationship with Floyd County during the period of examination. Like Clark County, the Floyd County arrangement was for "emergency ambulance services" and not for fire protection. Payments from Floyd County are expressly considered a "subsidy" under the relevant terms, and each "subsidy" payment was in equal monthly installments. "Subsidy" payments were not contingent on measurable services provided by New Chapel EMS. New Chapel EMS was not required to send itemized invoices to receive payment under the terms. The original contract between New Chapel EMS and Floyd County was entered on May 15, 2017, and was amended to increase the "subsidy" monthly payments in May 2019. Per the terms of the original May 2017 contract, the "agreement will automatically renew for successive one (1) year periods, unless either party gives written notice[.]"

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

During the period of this examination, New Chapel EMS received a total of \$3,886,388.80 of public funds from Clark and Floyd counties.

Year	Clark County	Floyd County	Totals
2019	\$ -	\$ 177,222.23	\$ 177,222.23
2020	116,666.66	238,333.29	354,999.95
2021	699,999.96	219,999.96	919,999.92
2022	962,499.99	201,666.63	1,164,166.62
2023	1,050,000.00	220,000.08	1,270,000.08
Totals	\$ 2,829,166.61	\$ 1,057,222.19	\$ 3,886,388.80

Government Funding Recieved Yearly By New Chapel EMS



Jamey Noel's Position and Authority over New Chapel EMS

Jamey Noel was President and/or CEO of New Chapel EMS. Jamey Noel received wages and/or salary from New Chapel EMS during the entire period of examination. The following are the W-2 wages reported for Jamey Noel from New Chapel EMS:

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

Jamey Noel's W-2 Wages from NCEMS	
Year	Wages
2019	\$ 76,978.00
2020	102,501.00
2021	126,022.00
2022	122,236.14
2023	154,827.20
Total	\$ 582,564.34

Jamey Noel received distributions, as set forth in this report, from New Chapel EMS in excess of the wages listed above. These distributions were not authorized by the nonprofit's Board of Directors.

Secretary of State Filings

During the entire period of this examination, January 1, 2019 to December 31, 2023, Jamey Noel was either the "CEO" or "President" of New Chapel EMS. There was no other individual who held a higher-ranking position within the entity.

Business Entity Report filings made with the Indiana Secretary of State (SOS) revealed the following:

1. 2018 Business Entity Report: Filed on August 21, 2018, by Jamey Noel as CEO, lists Jamey Noel as the CEO of the entity.
2. 2020 Business Entity Report: Filed on June 7, 2020, by Jamey Noel as "President," lists Jamey Noel as the CEO of the entity.
3. 2022 Business Entity Report: Filed on August 5, 2022, by Jamey Noel as CEO, lists Jamey Noel as the CEO of the entity.

On August 29, 2023, a Change of Governing Person filing was made with the SOS on behalf of the entity by Jamey Noel as "President." The filing indicates that as of the date of the filing, Jamey Noel was "President" of the entity. No other person is listed as replacing Jamey Noel in his prior role of "CEO."

On January 9, 2024, another Change of Governing Person filing was with the SOS on behalf of the entity. This filing was made by the entity's "legal representative" and does not list Jamey Noel as serving in any capacity. The highest listed officer is Matthew Owen as "Vice President." No individual is listed as President or CEO, Jamey Noel's previous titles.

On March 13, 2024, another Change of Governing Person filing was made with the SOS on behalf of the entity. Again, this filing was made by the entity's "legal representative" and does not list Jamey Noel as serving in any capacity. Matthew Owen is listed as "President" of the entity.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

New Chapel EMS Board Minutes

On November 8, 2023, Jamey Noel was charged with numerous felony counts under Criminal Cause No: 10C01-2311-F5-000297. On November 10, 2023, the New Chapel EMS Board of Directors held a meeting. In attendance were Directors Shanon Grant, Paul Holcomb, Matt Owen, and Kevin Wilkerson. Board minutes from that meeting indicate that "Chief Noel through his personal attorney" made a request to be placed on "paid administrative leave with all current compensation and benefits, effective November 9, 2023." The Board approved the request with Matt Owen providing the additional clarification that "Chief Noel would be on administrative leave from his executive duties but would remain President of the Board[.]"

On January 5, 2024, the New Chapel EMS Board convened again, with Directors Shanon Grant, Paul Holcomb, and Matt Owen present. Board minutes from the meeting indicated that Jamey Noel tendered his resignation to the Board, effective January 5, 2024. Board minutes further indicate that the "idea that Jamey needed to be terminated was not something previously discussed with him prior to noon today."

Applicable Criteria

Indiana Code 23-17-4-1(a) states: "A corporation incorporated under this article has the purpose of engaging in any lawful activity unless a more limited purpose is set forth in the articles of incorporation."

Indiana Code 23-17-2-9 states: "'Director' means an individual designated in articles of incorporation or bylaws, elected by the incorporators or otherwise elected or appointed, to act as a member of a board of directors."

Indiana Code 23-17-13-1 states:

"(a) A director shall, based on facts then known to the director, discharge duties as a director, including the director's duties as a member of a committee, as follows:

- (1) In good faith.
- (2) With the care an ordinarily prudent person in a like position would exercise under similar circumstances.
- (3) In a manner the director reasonably believes to be in the best interests of the corporation.

(b) In discharging the director's duties, a director may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one (1) of the following:

- (1) An officer or employee of the corporation whom the director reasonably believes to be reliable and competent in the matters presented.
- (2) Legal counsel, certified public accountants, or other persons as to matters the director reasonably believes are within the person's professional or expert competence.
- (3) A committee of the board of directors of which the director is not a member if the director reasonably believes the committee merits confidence.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

(4) In the case of religious corporations, religious authorities and ministers, priests, rabbis, or other persons whose position or duties in the religious organization the director believes justify reliance and confidence and whom the director believes to be reliable and competent in the matters presented.

(c) A director is not acting in good faith if the director has knowledge concerning a matter in question that makes reliance otherwise permitted by subsection (b) unwarranted.

(d) A director is not liable for an action taken as a director, or failure to take an action, unless the:

(1) director has breached or failed to perform the duties of the director's office in compliance with this section; and

(2) breach or failure to perform constitutes willful misconduct or recklessness.

(e) A director is not considered to be a trustee with respect to a corporation or with respect to any property held or administered by the corporation, including property that may be subject to restrictions imposed by the donor or transferor of the property."

Indiana Code 23-17-2-10 states:

"(a) 'Distribution' means a direct or an indirect transfer of money or other property or incurrence or transfer of indebtedness by a corporation to or for the benefit of a person.

(b) The term includes a dividend and a purchase, redemption, or other acquisition of memberships.

(c) The term does not include payment of reasonable value for property received or services performed or payment of reasonable benefits in furtherance of the corporation's purposes."

Indiana Code 23-17-21-1 states: "Except as authorized under section 2 of this chapter, a corporation may not make distributions."

Indiana Code 23-17-13-4 states:

"(a) Subject to section 1(d) of this chapter, a director who votes for or assents to a distribution made in violation of this article or articles of incorporation is personally liable to the corporation for the amount of the distribution that exceeds the amount that could have been distributed without violating this article or articles of incorporation.

(b) A director who is held liable for an unlawful distribution under subsection (a) is entitled to contribution from the following:

(1) Every other director who voted for or assented to the distribution, subject to section 1(d) of this chapter.

(2) Each person who received an unlawful distribution for the amount of the distribution accepted whether or not the person receiving the distribution knew the distribution was made in violation of this article, articles of incorporation, or the bylaws."

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

Indiana Code 23-17-13-3(a) states:

"A corporation may not:

- (1) lend money to; or
- (2) guarantee the obligation of;

a director or an officer of the corporation."

UNLAWFUL DISTRIBUTIONS FROM NEW CHAPEL EMS CREDIT CARDS

A review was conducted of New Chapel EMS bank statements for the period January 1, 2019 to December 31, 2023. That review resulted in a finding that \$4,461,506.96 in payments were made to American Express (New Chapel AMEX). No New Chapel AMEX statements or supporting documentation were obtained during the search warrant executed by the ISP on August 16, 2023. The SBOA contacted the nonprofit's current attorney and current Fire Chief. Both stated they did not have the statements or supporting documentation for the New Chapel AMEX card purchases. They further stated that they had made attempts to obtain the statements, but the credit card company would not provide them because the account was authorized in Jamey Noel's name. Although it was a business account opened in the name New Chapel EMS, the nonprofit was unable to access or control the account without Jamey Noel's approval. Therefore, the SBOA was only able to verify the validity or accountability of the money disbursed after reviewing supporting documentation obtained directly from each respective vendor and/or retailer.

The ISP executed a search warrant and obtained the New Chapel AMEX card statements directly from AMEX. Using the records obtained via the ISP, the SBOA determined there were five authorized cardholders on the account: Jamey Noel, Kasey Noel, Misty Noel, Kevin Wilkerson, and Matt Owen. Each cardholder had access to the account's full credit limit during the period of examination. The SBOA abstracted and classified the expenses recorded on the statements by cardholder for Jamey Noel, Kasey Noel, Misty Noel and Kevin Wilkerson. Matt Owen's total charges were \$111.90 and all appeared to be for nonprofit purposes. The following summarizes the results of our examination by cardholder:

Jamey Noel

The SBOA determined Jamey Noel was the primary cardholder on the account, and after his resignation as CEO in January of 2024 he did not relinquish control of the account. Jamey Noel continued to make purchases with his New Chapel AMEX card after his resignation as Fire Chief, which is documented in Board minutes dated January 5, 2024.

For the period January 1, 2019 to December 31, 2023, the examination revealed a substantial proportion of Jamey Noel's purchases appeared to be personal in nature and did not contribute to the furtherance of the nonprofit's purpose.

To further evaluate whether the payments were personal in nature, the SBOA obtained documentation from vendors and retailers from which purchases were made. These purchases appear in individual comments below.

For the period of January 1, 2019 to December 31, 2023, the SBOA has recorded the following distributions, which the SBOA was not provided and unable to locate any documentation which would have supported that the distributions were in furtherance of the nonprofit's authorized purpose, totaling \$2,164,985.81, made by Jamey Noel:

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

Distributions Made by Noel from the New Chapel EMS American Express Credit Cards						
Category	2019	2020	2021	2022	2023	Totals
Alcohol & Tobacco ⁴	\$ 11,407.46	\$ 12,298.19	\$ 24,915.35	\$ 16,588.46	\$ 6,711.56	\$ 71,921.02
Auctions	582.75	-	7,398.85	51.62	2,198.23	10,231.45
Aircraft and Automotive	30,284.64	20,114.72	16,030.72	36,713.69	45,892.47	149,036.24
Beauty Products and Clothing	18,240.96	10,787.41	8,048.74	12,521.85	3,237.08	52,836.04
Digital Media and Software	4,372.28	6,241.16	3,264.96	2,958.14	3,968.51	20,805.05
Donations ⁶	887.00	7,650.04	1,477.00	20,646.52	2,577.50	33,238.06
Education/Tuition	6,032.47	123.01	226.00	1,249.00	1,730.87	9,361.35
Entertainment - Movies, Sports, Events, Concerts ⁵	12,600.00	10,076.14	6,011.21	18,822.72	11,288.25	58,798.32
Equipment - Computers, Phones, Phone Accessories	5,476.83	7,275.96	1,593.23	3,062.15	3,106.90	20,515.07
Food	33,089.90	48,040.18	47,764.40	64,427.46	34,045.98	227,367.92
Gas Station/Convenience Stores	4,415.97	3,707.81	5,174.40	4,065.55	5,252.46	22,616.19
Health & Health Care Professionals	9,737.32	207.34	2,716.74	1,544.75	1,717.48	15,923.63
Furniture and Home Improvement	49,947.44	30,362.18	71,071.99	28,613.69	22,670.24	202,665.54
Insurance	2,139.87	2,581.00	9,914.45	3,905.87	22,685.53	41,226.72
Interest	13,199.41	11,248.15	13,176.24	18,253.98	13,378.52	69,256.30
Jewelry ⁷	11,063.30	-	1,072.00	44,835.00	-	56,970.30
Membership and Service Fees	543.52	551.14	1,006.38	726.54	493.00	3,320.58
Mobile Payment ³	31,803.77	21,514.15	45,299.92	53,072.47	11,486.21	163,176.52
Retail Stores and Online Retail Outlets ¹	48,200.67	117,684.68	82,078.72	61,015.98	57,499.90	366,479.95
Taxes	20,081.37	8,165.82	17,415.08	16,651.76	31,725.92	94,039.95
Travel/Time Share ²	48,330.47	82,182.34	82,749.55	72,167.22	37,741.47	323,171.05
Other	21,528.04	5,318.86	14,243.03	12,174.46	4,279.21	57,543.60
Utilities	17,451.97	18,952.33	18,768.06	21,804.92	17,507.68	94,484.96
Totals	<u>\$401,417.41</u>	<u>\$425,082.61</u>	<u>\$481,417.02</u>	<u>\$515,873.80</u>	<u>\$341,194.97</u>	<u>\$2,164,985.81</u>

The schedule above has been adjusted to exclude totals of individual comments specified elsewhere in this report.

Included in the totals of the schedule above, the SBOA has extracted a sample of distributions made on the New Chapel AMEX card to highlight the types of personal distributions made by Jamey Noel.

1. Retail Stores and Online Retail Outlets - Jamey Noel used the New Chapel EMS AMEX card for personal purchases to e-commerce stores and online marketplaces. The SBOA has noted:

- a. Jamey Noel made significant purchases totaling \$160,270.02 to a technology company engaged in e-commerce, Amazon. The SBOA obtained records from an ISP search warrant issued to the vendor. A detailed transaction history was only provided for February 2021 to August 2023 and totaled \$79,982.42. This did not encompass the entirety of the examination period. The SBOA reviewed every transaction between February 2021 and August 2023. The SBOA determined that every transaction, except one, was personal in nature. The SBOA then extrapolated these results to the entire period of examination. Major categories of spending with this vendor included electronics, household appliances, pet products, clothing, furniture, and automotive expenses. The SBOA adjusted the total for the one expenditure that aligned with nonprofit purposes.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

- b. From February 2019 to June 2023, Jamey Noel used the New Chapel AMEX card to make \$83,112.63 in purchases from the department store Macy's. The SBOA identified both online and in-person purchases to this vendor as well as payments to the same chain department store located in Naples, FL. The New Chapel AMEX card statements recording these transactions are nondescript, but the retailer was not one who sold goods aligned with the nonprofit's purpose.
- c. Jamey Noel made \$47,663.23 in purchases from the New Chapel AMEX card on an online customer-to-customer retail marketplace, E-Bay. The SBOA participated in an interview with the ISP and a current employee of New Chapel EMS who claimed multiple vehicles were purchased from the website. New Chapel EMS did not maintain records of these purchases, thus the SBOA was unable to identify which payments made through this vendor may have been for vehicles.
2. Travel/Time Share
- a. Throughout the examination period, Jamey Noel used the New Chapel AMEX card to pay for recurring timeshare and vacation club expenses to prominent hospitality vendors Marriott Ownership Resorts, Inc and Marriott Vacation Club. The amount of these payments totaled \$197,727.88.
- b. Jamey Noel purchased multiple airline tickets totaling \$54,818.69 from US commercial airline Allegiant. In examining the New Chapel AMEX card statements, the SBOA identified airfare charges to locations such as Punta Gorda, Florida, and New Orleans, Louisiana, for which there were multiple bookings including Jamey Noel's family and members of New Chapel EMS.
3. Mobile payments were made using the New Chapel AMEX card totaling \$163,176.52. This amount is comprised of two mobile payment vendors, Venmo and PayPal. In evaluating the New Chapel AMEX card statements, the SBOA identified \$78,885.50 paid to a New Chapel EMS employee mobile payment account. The SBOA took part in an interview regarding these payments with the ISP and the employee. In the interview, the employee presented financial statements from his PayPal account detailing payments from Jamey Noel; the employee described the nature of the payments and provided explanations for \$49,951.20 of payments from Jamey Noel. According to the employee, Jamey Noel would coordinate with the New Chapel EMS employee to buy cars from social media marketplaces and customer-to-customer e-commerce sites. The employee would then pay either a deposit on the balance of the vehicle or the full purchase price. The employee would then later be reimbursed directly by Jamey Noel via mobile payments. Jamey Noel would also direct the employee to purchase furniture for Jamey Noel's personal residence at 2408 Turnberry Drive, Jeffersonville, Indiana, and construction materials for Jamey Noel's detached garage on 3001 Old Tay Bridge, Jeffersonville, Indiana.
4. From January of 2019 to July of 2023, Jamey Noel spent \$53,877.29 at a local cigar lounge. The SBOA discussed these expenses with a Board member of New Chapel EMS who claimed that Jamey Noel would frequently invite others to the cigar lounge and insist on paying for the guests.
5. Jamey Noel charged \$27,282.96 to the New Chapel AMEX card for baseball tickets, stadium services, and/or memorabilia for a single team. In examining these purchases, all appear to be personal in nature to Jamey Noel regarding his attendance at ball games.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

6. Political donations were made to an online fundraising platform, WinRed, by Jamey Noel through the New Chapel AMEX card. The total of political donations made through this online vendor was \$20,518.72.
7. On August 8, 2022, Jamey Noel purchased a used Rolex AirKing watch from a local jewelry boutique for \$5,830. Jamey Noel subsequently bought a second Rolex watch, an Oystersteel Submariner, for \$9,487. Jamey Noel used the New Chapel AMEX card for both purchases.

DAVIS JEWELERS

9901 Forest Green Blvd
Louisville, KY 40223-5123
(502) 212-0420

#001-319952


12/21/2022 3:21 PM

You were assisted by
Jay Sigman (#56)

Sold To: #001-23767

Mr. Jamey Noel
3001 Old Tay Bridge
Jeffersonville, IN 47130
(502) 639-4973
car1chief@aol.com

401-02933


Layaway Pick
Up



Pick up Layaway #001-319688 entered
12/19/2022: Rolex 41mm Oystersteel
Submariner RMC# M114060-0001,
Serial# 160163R9, with Oyster bracelet
with Glidelock clasp, Superlative
Chronometer automatic movement
(3230), sapphire crystal, black
Cerachrom bezel, and black dial with
index markers.

Your Price...	\$8,950.00	
Kentucky Sales Tax...	\$537.00	
Subtotal...	\$9,487.00	
Due at pickup...	\$9,487.00	\$9,487.00
<hr/>		
Total...	\$9,487.00	
<hr/>		
American Express #4003...	\$9,487.00	

Refunds may be requested within 30 days of purchase except for: special orders, custom work, watches that have been worn, clearance items, and damaged merchandise. We reserve the right to review all refunds, cancelled layaways or unclaimed items and may charge a 20% administrative/restocking fee. Refunds are available to the original purchaser only. All returned checks are subject to a \$35.00 fee. All diamond, gemstone, and precious metal weights are approximate.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

**DAVIS
JEWELERS**

9901 Forest Green Blvd
Louisville, KY 40223-5123
(502) 212-0420

#001-311718



8/19/2022 1:28 PM

You were assisted by
Erica Samelson (#205)

Sold To: #001-23767

Mr. Jamey Noel
3001 Old Tay Bridge
Jeffersonville, IN 47130
(502) 639-4973
car1chief@aol.com

<p>511-00388 Purchase</p> 	<p>"Previously Enjoyed" Rolex 34mm Stainless Steel AirKing RMC M114200, Serial # G597937 with Oyster Bracelet, domed bezel and two tone silver Dial with Arabic Hour Markers, and a Chronometer 31 Jewel Automatic Movement, Sapphire Crystal. Box only Davis warranty # 511-2032 Serviced by Rolex 8/3/2022</p>	<p>\$5,500.00</p>
		Sub Total... \$5,500.00
		Kentucky Sales Tax... \$330.00
		Total... \$5,830.00
		American Express #4003... \$5,830.00

Refunds may be requested within 30 days of purchase except for: special orders, custom work, watches that have been worn, clearance items, and damaged merchandise. We reserve the right to review all refunds, cancelled layaways or unclaimed items and may charge a 20% administrative/restocking fee. Refunds are available to the original purchaser only. All returned checks are subject to a \$35.00 fee. All diamond, gemstone, and precious metal weights are approximate.

Jamey Noel used New Chapel EMS to secure this AMEX business credit card which he used for his personal benefit at the expense of the nonprofit. This included distributions relating to personal expenses, improvements to personal real estate, healthcare expenses, and other spending unrelated to the nonprofit's purpose. The New Chapel AMEX card purchases made by Jamey Noel's card are all "distributions" for purposes of Indiana Code 23-17-2-10.

Misty Noel

Misty Noel, wife of Jamey Noel, was a cardholder on the New Chapel AMEX card. Misty Noel was not an employee of the nonprofit, nor did she render any services to the entity to further the nonprofit's purpose. The New Chapel EMS Board of Directors informed the SBOA that the nonprofit did not approve Misty Noel to be a cardholder to the New Chapel AMEX card.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

Misty Noel's charges to the New Chapel AMEX card were personal in nature and were not in furtherance of the nonprofit's authorized purpose. For the period of January 1, 2019 to December 31, 2023, the SBOA recorded the following unlawful distributions, totaling \$663,211.92, received by Misty Noel. Misty Noel did not receive a 1099 form for these distributions.

Distributions Received by Misty Noel from the New Chapel EMS American Express Credit Card						
Category	2019	2020	2021	2022	2023	Totals
Beauty	\$ 15,422.91	\$ 27,750.67	\$ 29,696.76	\$ 32,371.07	\$ 18,499.78	\$ 123,741.19
Clothing and Jewelry	47,408.19	30,588.14	29,882.90	35,462.19	17,180.61	160,522.03
Education/Tuition	10,227.62	8,263.53	13,196.82	845.80	1,319.37	33,853.14
Entertainment	1,737.38	-	-	356.65	1,389.16	3,483.19
Food	7,855.89	12,178.96	7,762.12	10,052.06	10,104.90	47,953.93
Gas Station/Convenience Stores	1,220.00	337.40	195.41	97.99	48.22	1,899.02
Healthcare	971.47	3,291.40	2,100.59	2,601.80	6,215.32	15,180.58
Home Improvement	1,379.78	2,950.61	797.06	5,274.00	2,529.62	12,931.07
Mobile Payment	1,475.54	8,241.43	4,053.78	601.61	1,249.22	15,621.58
Online Retail	11,284.56	16,657.67	11,162.32	12,397.93	10,619.26	62,121.74
Other	3,856.95	2,688.85	4,159.25	6,464.82	4,795.23	21,965.10
Pet	380.92	2,376.83	2,776.52	4,354.95	1,403.88	11,293.10
Retail Stores	29,694.61	29,075.07	26,200.13	25,393.14	13,689.67	124,052.62
Travel/Time Share	2,180.25	1,296.24	2,514.74	4,928.72	2,827.11	13,747.06
Utilities	2,694.05	2,781.13	3,179.71	3,860.60	2,331.08	14,846.57
Totals	<u>\$ 137,790.12</u>	<u>\$ 148,477.93</u>	<u>\$ 137,678.11</u>	<u>\$ 145,063.33</u>	<u>\$ 94,202.43</u>	<u>\$ 663,211.92</u>

Kasey Noel

Kasey Noel, daughter of Jamey and Misty Noel, was a cardholder on the New Chapel AMEX card. Kasey Noel was a W-2 employee of New Chapel EMS during the entire period subject to this examination. Kasey Noel was hired on January 2, 2017, as an Executive Assistant and held that role until she became the Quality Assurance Clerk in August of 2023. According to Board members, Kasey was responsible for managing the New Chapel EMS accounting software and financial recordkeeping for the entity until she transitioned to the role of Quality Assurance Clerk.

The New Chapel EMS Board of Directors informed the SBOA that the nonprofit did not approve Kasey Noel to be an authorized cardholder of the New Chapel AMEX card.

Kasey Noel's charges to the New Chapel AMEX card were personal in nature and were not in furtherance of the nonprofit's authorized purpose.

For the period of January 1, 2019 to December 31, 2023, the SBOA has recorded the following unlawful distributions totaling \$107,371.92 received by Kasey Noel:

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

Distributions Received by Kasey Noel from the New Chapel EMS American Express Credit Card						
Category	2019	2020	2021	2022	2023	Totals
Alcohol & Tobacco	\$ 382.09	\$ 157.99	\$ 161.61	\$ 308.59	\$ 157.10	\$ 1,167.38
Automotive	28.00	316.78	50.00	-	-	394.78
Beauty	2,575.67	3,285.74	2,609.02	2,616.08	1,702.25	12,788.76
Clothing and Jewelry	5,780.11	9,012.93	7,671.35	4,861.35	4,603.79	31,929.53
Digital Media and Mobile Payments	986.81	1,343.33	3,529.22	1,713.04	851.46	8,423.86
Equipment, Electronics, and Accessories	1,275.36	832.61	455.83	1,234.81	177.03	3,975.64
Fitness & Lifestyle	84.52	333.77	489.53	112.35	39.58	1,059.75
Food	1,621.18	3,852.62	2,327.22	3,526.67	898.10	12,225.79
Gas Station/Convenience Stores	921.29	1,372.27	1,104.21	695.64	136.89	4,230.30
Health & Health Care Professionals	413.00	262.03	4,042.86	3,629.07	95.00	8,441.96
Home Improvement	1,139.20	436.52	71.67	-	39.99	1,687.38
Online Retail	637.01	1,179.28	512.42	325.79	671.93	3,326.43
Pet	67.93	372.04	464.42	344.26	263.61	1,512.26
Retail Stores	1,620.72	3,088.22	1,321.58	652.65	502.57	7,185.74
Shipping/Postage	77.00	495.00	562.00	708.00	384.00	2,226.00
Software/Online Services	327.99	435.96	250.98	817.54	518.80	2,351.27
Travel/Time Share	41.02	-	116.00	828.00	344.71	1,329.73
Other	144.81	908.39	389.59	113.76	465.32	2,021.87
Utilities	-	-	896.48	197.01	-	1,093.49
Totals	<u>\$ 18,123.71</u>	<u>\$ 27,685.48</u>	<u>\$ 27,025.99</u>	<u>\$ 22,684.61</u>	<u>\$ 11,852.13</u>	<u>\$ 107,371.92</u>

The purchases made by Kasey Noel with the New Chapel AMEX card are all "distributions" for purposes of Indiana Code 23-17-2-10. Distributions of the nonprofit constitute compensation above and beyond what was agreed upon by the nonprofit's Board of Directors. These distributions were not included on the W-2s issued to Kasey Noel. The following are the W-2 wages reported for Kasey Noel from New Chapel EMS:

Kasey Noel's W-2 Wages from NCEMS	
Year	Wages
2019	\$ 69,885.00
2020	76,577.00
2021	75,916.00
2022	77,888.00
2023	77,806.00
Total	<u>\$ 378,072.00</u>

Kevin Wilkerson

Kevin Wilkerson (Wilkerson) is the Shop Manager and a current Director of New Chapel EMS. The New Chapel AMEX card statements show that Wilkerson spent \$279,628.53 during the period of January 1, 2019 to December 31, 2023. The ISP interviewed Wilkerson about these purchases. Wilkerson indicated that some of the purchases were personal in nature and some were for parts and supplies related to the nonprofit.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

The ISP provided a transcript of the interview to the SBOA investigators for review. According to the interview, the New Chapel AMEX card was issued to Wilkerson for procurement of supplies for the nonprofit's fleet. Wilkerson claimed Jamey Noel authorized him, without involvement from the other Directors, to also purchase personal items "within reason." Wilkerson mentioned two vendors, Amazon and eBay, which he used for personal purchases. During the examination period, Wilkerson made \$77,285.10 in purchases to the two vendors he discussed in the interview with the ISP. The SBOA reviewed account statements provided from Wilkerson relating to his purchases from these two vendors. The SBOA determined that \$40,773.19 of the purchases were personal in nature and not in furtherance of the nonprofit's authorized purpose.

Distributions Made by Wilkerson on the New Chapel EMS American Express Credit Card						
Category	2019	2020	2021	2022	2023	Totals
Amazon	\$ 4,647.26	\$ 11,789.88	\$ 6,776.32	\$ 5,943.51	\$ 3,867.47	\$ 33,024.44
eBay	131.15	2,289.88	510.80	3,010.92	1,806.00	7,748.75
Totals	<u>\$ 4,778.41</u>	<u>\$ 14,079.76</u>	<u>\$ 7,287.12</u>	<u>\$ 8,954.43</u>	<u>\$ 5,673.47</u>	<u>\$ 40,773.19</u>

Wilkinson received wages and/or salary from New Chapel EMS during the entire period of examination. The purchases made by Wilkerson with the New Chapel AMEX card are all "distributions" for purposes of Indiana Code 23-17-2-10. The distributions of the nonprofit constitute compensation above and beyond what was agreed upon by the nonprofit's Board of Directors.

The SBOA requests Jamey Noel reimburse New Chapel EMS for the unlawful distributions he made via the New Chapel AMEX card in the amount of \$2,164,985.81. (See Summary of Charges, page 49)

The SBOA requests Misty Noel and Jamey Noel, jointly and severally, reimburse New Chapel EMS for the unlawful distributions Misty Noel received via the New Chapel AMEX card in the amount of \$663,211.92. (See Summary of Charges, page 49)

The SBOA requests Kasey Noel and Jamey Noel, jointly and severally, reimburse New Chapel EMS for the unlawful distributions Kasey Noel received via the New Chapel AMEX card in the amount of \$107,371.92. (See Summary of Charges, page 49)

The SBOA requests Kevin Wilkerson and Jamey Noel, jointly and severally, reimburse New Chapel EMS for the unlawful distributions Wilkerson made via the New Chapel AMEX card in the amount of \$40,773.19. (See Summary of Charges, page 49)

COLLEGE TUITION AND RENT EXPENDITURES FOR NOEL'S DAUGHTERS PAID FOR WITH NEW CHAPEL EMS FUNDS

Between January 1, 2019 and December 31, 2023, Josey Noel, Jamey Noel's daughter, attended Indiana University-Purdue University Indianapolis (IUPUI) and Butler University. Gracy Noel, Jamey Noel's daughter, attended Indiana University Southeast in New Albany, Indiana. The tuition for each university, as well as the cost of rent were paid using the New Chapel AMEX card by Jamey Noel in the amount of \$181,144.95. This breaks down to \$159,320.71 in tuition payments and \$21,824.24 in rent payments. Included in the tuition and rent payments are convenience fees and service fees for using the New Chapel AMEX card as the method of payment. Reference the following schedule that breaks down the payments for each daughter:

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

Institution	Josey Noel	Gracy Noel	Totals
Butler University Tuition and Fees	\$ 66,790.16	\$ -	\$ 66,790.16
Indiana University-Purdue University Indianapolis Tuition and Fees	76,956.01	-	76,956.01
Indiana University Southeast Tuition and Fees	-	15,574.54	15,574.54
Canal Square Rent	<u>21,824.24</u>	<u>-</u>	<u>21,824.24</u>
Totals	<u>\$ 165,570.41</u>	<u>\$ 15,574.54</u>	<u>\$ 181,144.95</u>

None of these distributions were in furtherance of the nonprofit's authorized purpose.

The SBOA requests Jamey Noel and Josey Noel, jointly and severally, reimburse New Chapel EMS the amount of tuition payments and rent payments in the amount of \$165,570.41. (See Summary of Charges, page 49)

The SBOA requests Jamey Noel and Gracy Noel, jointly and severally, reimburse New Chapel EMS for the tuition payments in the amount of \$15,574.54. (See Summary of Charges, page 49)

CHILD SUPPORT PAYMENTS MADE WITH NEW CHAPEL EMS FUNDS

Between March 31, 2020, and November 29, 2021, Jamey Noel wrote 21 checks drawn on the New Chapel EMS bank account to satisfy a court-ordered child support obligation. The 21 checks totaled \$50,968.

Between January 1, 2022 and September 1, 2023, Jamey Noel made 22 payments on the New Chapel AMEX card to satisfy a court-ordered child support obligation in the amount of \$52,815.07. Jamey Noel also paid a convenience fee for each child support payment made on the New Chapel AMEX card in the total amount of \$1,188.44.

A review of the payroll registers of New Chapel EMS for 2019 to 2023 showed that no child support payments were withheld from Jamey Noel's salary.

The schedule below summarizes the amounts stated above:

Category	Amounts
Check Payments	\$ 50,968.00
Credit Card Payments	52,815.07
Credit Card Convenience Fees	<u>1,188.44</u>
Total Child Support Payments	<u>\$ 104,971.51</u>

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

The SBOA requests Jamey Noel reimburse New Chapel EMS for the child support and convenience fees paid from the bank account and credit card in the amount of \$104,971.51.

On October 3, 2023, Jamey Noel issued personal check number 1181 for \$32,000, which was deposited into the New Chapel EMS bank account on October 5, 2023, to cover some of the cost of child support payments. This amount was credited to Jamey Noel in the summary of charges. (See Summary of Charges, page 49)

***CUSTOM SUITS AND DESIGNER APPAREL PURCHASES
PAID FOR WITH NEW CHAPEL EMS FUNDS***

Between January 1, 2019 and December 31, 2023, Jamey Noel made multiple purchases for custom suits, designer fashion apparel, and bespoke garments from a vendor, Tom James, using the New Chapel AMEX card. After contacting the vendor, the ISP obtained a detailed account statement from February 2012 to December 2023 and a payment history statement from May 2022 to December 2023. The ISP made the documentation it obtained from the vendor available to the SBOA investigators for examination.

During the period of this examination, the SBOA identified a total of \$183,980.07 purchased from Tom James via the New Chapel AMEX card for custom men's clothing, suits, and bespoke apparel. These purchases by year are as follows:

<u>Custom Suits and Apparel</u>	
<u>Year</u>	<u>Amounts</u>
2019	\$ 25,179.05
2020	32,242.31
2021	46,243.14
2022	38,457.99
2023	<u>41,857.58</u>
Total	<u>\$ 183,980.07</u>

None of these personal distributions were in furtherance of the nonprofit's authorized purpose.

The SBOA requests Jamey Noel reimburse New Chapel EMS for the purchases of custom suits and designer apparel in the amount of \$183,980.07. (See Summary of Charges, page 49)

PLANE PURCHASED WITH NEW CHAPEL EMS FUNDS

On February 17, 2022, Jamey Noel purchased a 1958 Cessna 172 single engine aircraft for \$25,000 from an individual. Jamey Noel paid for the aircraft with a cashier's check from the New Chapel EMS bank account. The Federal Aviation Administration (FAA) records showed that Jamey Noel registered the aircraft in his name, despite purchasing it using New Chapel EMS funds. Jamey Noel then transferred ownership of the plane to New Chapel EMS on September 30, 2023, after multiple search warrants had been executed by the ISP at his properties.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)



Jamey Noel also used New Chapel EMS funds to service and maintain the airplane while it was registered in his name. On September 1, 2022, Jamey Noel took the airplane to an aviation services vendor, Cherry Hill Aviation, in Freetown, Indiana, for inspection, maintenance, and repairs totaling \$16,618.63. Jamey Noel wrote a check from the New Chapel EMS bank account for these services.

Jamey Noel also used New Chapel EMS funds to purchase insurance for the aircraft while it was registered in his name. On March 3, 2023, Jamey Noel wrote a check for the aircraft's yearly insurance premium. The check was drawn from the New Chapel EMS bank account in the amount of \$1,459 and addressed to an insurance company, Insurance Solutions, in Scottsburg, Indiana. The ISP shared a copy of the insurance policy with the SBOA which the ISP had obtained from the vendor. The policy listed Jamey Noel as the insured party. Three authorized pilots were listed in the policy. None of them, except Jamey Noel, were associated with New Chapel EMS.

The SBOA was not provided and unable to locate any documentation which would have supported that these expenditures were in furtherance of the nonprofit's authorized purpose.

The SBOA requests Jamey Noel reimburse New Chapel EMS for the purchase, repairs, and insurance of the airplane in the amount of \$43,077.63. (See Summary of Charges, page 49)

PERSONAL FIREARMS PURCHASES PAID FOR WITH NEW CHAPEL EMS FUNDS

On July 5, 2022, Jamey Noel purchased one Kimber pistol and three CZ Scorpion carbines from a licensed dealer located in Mishawaka, Indiana. Jamey Noel used the New Chapel AMEX card to purchase each firearm in the total amount of \$4,516.40.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

1

Invoice
*** Reprint ***
Date printed 3/14/24

Sold to: JAMEY NOEL
3001 CLD TAY BRIDGE
JEFFERSONVILLE, IN 47130
502-639-4873

Ship to:

FFL # [REDACTED]
(P) 574.257.0020 - (F) 574.257.0021
Monday - Friday 10am - 7 pm EST
Sat - 10 am - 6 pm - Sun - 10 am - 4 pm

Ticket #: 1-9012339-01
Ticket date: 7/5/22
Station: 2

Customer #: 96652

Ship date:

Ship-via code:

Sales Rep: JDG

Location: MAIN

Terms: C.O.D. - CASH

Due Date: 07/05/2022

Quantity	Item #	Description	Price	Unit flag	Ext prc
1	*MISC	TRANSFER TO KIESLER DEFENSE	0.00	EACH	0.00
1	*MISC	JEFFERSONVILLE IN., 812-288-6740	0.00	EACH	0.00
4	ZS	SHIPPING	40.00	EACH	160.00
1	ZSH	HANDLING	123.48	EACH	123.48
1	*MISC	KIM3700707 - S/N: STB0012683	659.00	EACH	659.00
1	*MISC	CZP1420 - S/N: US05342	1,099.00	EACH	1,099.00
1	*MISC	CZP1420 - S/N: US05335	1,099.00	EACH	1,099.00
1	*MISC	CZP1420 - S/N: US05321	1,099.00	EACH	1,099.00

User: JLM
Total line items: 8

Sale subtotal: 4,239.48
Tax: 276.92
Total: 4,516.40

Lwy amt: applied:
Net tender: 0.00
Balance Due: 4,516.40

Layway # 1-9012339
Layway total 0.00
Layway amt due 0.00

Deposit balance:
 Initial deposit balance
 Payment: 7/1/22 AMEX 4,516.40
 Deposit applied 4,516.40
 New deposit balance

THANK YOU FOR YOUR ORDER. No Refunds, Exchanges will be subject to a minimum 20% restocking fee. Special order are nonrefundable, nonexchangeable. On all past due accounts, interest charged at rate of 2% per month which is an annual rate of 24% per year. Warranty Repairs: We are not a warranty repair station. Please ship all repairs directly to the manufacturer to avoid delay.

When Jamey Noel was arrested by the ISP in November of 2023, a court-ordered condition of his bond for release was the surrender of all firearms except one shotgun for self-defense. Jamey Noel turned in 81 firearms and one suppressor which were processed by the ISP on November 9, 2023. Of those 81 firearms, the ISP and the SBOA identified the Kimber pistol and one of the CZ Scorpion carbines purchased on July 5, 2022, using the New Chapel AMEX card.

None of these distributions were in furtherance of the nonprofit's authorized purpose.

The SBOA requests Jamey Noel reimburse New Chapel EMS for the purchase of his personal firearms in the amount of \$4,516.40. (See Summary of Charges, page 49)

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

**PERSONAL CAR COLLECTION INSURANCE PREMIUMS
PAID FOR WITH NEW CHAPEL EMS FUNDS**

During the period of examination, January 1, 2019 to December 31, 2023, Jamey Noel purchased an Expert Collector Valuable Collections Policy as insurance to cover his personal car collection from an insurance company, Insurance Solutions. During this period, Jamey Noel had between 29 to 40 personal cars covered under the policy. Jamey Noel paid the premiums for the policy monthly using the New Chapel AMEX card. The premium payments during the period totaled \$67,717.10.

None of these distributions were in furtherance of the nonprofit's authorized purpose.

The SBOA requests Jamey Noel reimburse New Chapel EMS for the insurance premium payments for a personal car collection in the amount of \$67,717.10. (See Summary of Charges, page 49)

AUTOMOTIVE LIFTS INSTALLED IN NOEL'S POLE BARN PAID WITH NEW CHAPEL EMS FUNDS

In 2018, Jamey Noel began and completed the construction of a pole barn at 709 Old Salem Road, Jeffersonville, Indiana. This address is one of Jamey Noel's personal real estate properties per county records. Inside the pole barn, Noel installed automotive lifts to store and repair his personal car collection. A review of pictures taken by the ISP on August 16, 2023, during a search warrant, determined there were 17 lifts installed in the pole barn. A review of invoices showed 8 of the 17 lifts were purchased by Jamey Noel during the period of examination using the New Chapel AMEX card in the total amount of \$16,939.



UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)



UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)



None of these distributions were in furtherance of the nonprofit's authorized purpose.

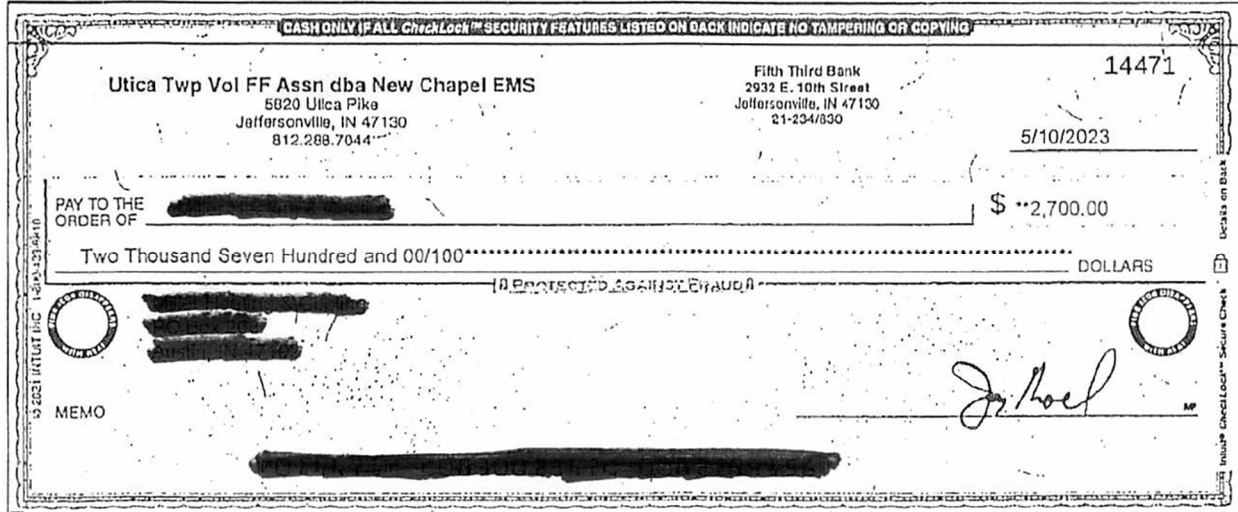
The SBOA requests Jamey Noel reimburse New Chapel EMS for the purchase of the lifts installed in his personal pole barn in the amount of \$16,939. (See Summary of Charges, page 49)

EXPENDITURES AT 2408 TURNBERRY DRIVE PAID WITH NEW CHAPEL EMS FUNDS

Heat Pump Installation

On May 3, 2023, a vendor, Miller Heating & Cooling, invoiced Jamey Noel for \$2,700 for the replacement of an existing heat pump with a 3-ton heat pump unit at 2408 Turnberry Drive, Jeffersonville, Indiana. This address is one of Jamey Noel's personal real estate properties per county records. On May 10, 2023, Jamey Noel issued and signed check number 14471 from the New Chapel EMS bank account for \$2,700 to the vendor for payment of the invoice. The following is an image of the check that was written to pay for the new heat pump:

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)



Purchased Appliances

On September 18, 2022, Jamey Noel purchased the following appliances from a local vendor, Appliances Connection. The appliances were shipped to and installed at 2408 Turnberry Drive, Jeffersonville, Indiana.

- Two GE Profile Black Induction Cooktops
- One GE Profile White Countertop Microwave
- One Express Delivery Appliance Accessories
- Three Concierge Service Appliance Warranties
- One GE Profile Stainless Steel Double Wall Oven
- One GE Profile Stainless Steel French Door Refrigerator
- One GE Profile Panel Ready Ice Maker

The total cost of these appliances, including sales tax, was \$16,885.63. These items were charged to the New Chapel AMEX card. The following are three images of the GE appliances found at 2408 Turnberry Drive, Jeffersonville, Indiana, taken by the ISP on February 22, 2024:

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)



UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)



Chimney Repairs

In January 2023, a local vendor, Watertite LLC, provided chimney services to Jamey Noel at 2408 Turnberry Drive, Jeffersonville, Indiana. The vendor provided Noel with an invoice dated January 20, 2023, which totaled \$11,700. Jamey Noel paid the initial down payment of \$500 from his personal bank account with check number 1095. However, Jamey Noel paid the remaining balance on the invoice, \$11,200, with a cashier's check issued on March 22, 2023, from the New Chapel EMS bank account.

None of these distributions were in furtherance of the nonprofit's authorized purpose.

The SBOA requests Jamey Noel reimburse New Chapel EMS for the equipment and repairs on his personal real estate in the amount of \$30,785.63. (See Summary of Charges, page 49)

EXPENDITURES IN NAPLES, FLORIDA, PAID WITH NEW CHAPEL EMS FUNDS

Purchased Patio Furniture and Accessories

On March 16, 2021, Jamey Noel purchased patio furniture and accessories from Leaders Furniture in the amount of \$5,566.65 for his personal real estate located at 516 Eagle Creek Drive, Naples, Florida. Jamey Noel made three installment payments using the New Chapel AMEX card to pay for the patio furniture and accessories. Specifically, Jamey Noel made a \$2,800 down payment on March 16, 2021. Jamey Noel made another payment of \$2,026.65 on June 16, 2021. A final payment of \$740 was made on August 25, 2021. The following is an image of the invoice from the vendor showing the patio furniture and accessories:

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)















Sales Order
#SOSNP2847

03/16/2021

Bill To:
Jamey Noel
516 Eagle Creek Dr
Naples FL 34113-8D15
United States
(502) 639-4973

Ship To:
Jamey Noel
516 Eagle Creek Dr
Naples FL 34113-8D15
United States

Terms	Delivery Method	Estimated Ready Date
Pay in Full Before Delivery	White Glove, Red Carpet Delivery	07/27/2021
Location	Sales Rep	Sales Rep 2
South Naples Showroom		

Quantity	Item	Brand	Item	Options	Scheduled:	Each	Amount
1	CCOM-2860P,CGY,WH 28x60 Inch Bar Table with Umbrella Hole, CGY- Coastal Gray Dominant Finish, WH - White Bottom Finish, Baysshore			  Coastal White Gray	06/17/2021	\$1,309.99	\$1,309.99
4	CCOM-6646,CGY,WH Saddle Bar Height Stool, CGY- Coastal Gray Dominant Finish, WH - White Bottom Finish, Accessories			  Coastal White Gray	06/17/2021	\$275.00	\$1,100.00
4	GARD-5230R-BKT,NAT Sling Dining Arm Chair Bucket, NAT - Natural Sling, Maui			 Natural	06/17/2021	\$145.00	\$580.00
4	GARD-5230-BAS,VWN Dining Arm Chair Base, VWN - Vintage Walnut Finish, Maui			 Vintage Walnut	06/17/2021	\$145.00	\$580.00

Thank you for the opportunity. Most of our products are handcrafted and will have slight unique variation. You have 7 days to return unaltered stock merchandise for a full refund. Special orders require a 50% deposit. Canceled special orders will be charged a 25% restocking fee. All merchandise must be paid in full before delivery. Debit and credit card transactions can be refunded in the store. All other methods of payment will be refunded by a mailed check within 15 business days. If you choose to pick up at a retail store you acknowledge that the store staff is not required to have packing materials and may not be physically able to help you load your purchase. You take full responsibility for the safety of the load and any damage that may result to your personal property including your vehicle. A happy customer this first time is our primary goal. Please contact us if we can help in any way.



1 of 3

Purchased Murphy Beds

Jamey Noel purchased two beds at Murphy Bed Store in Naples, Florida, and made two separate payments for the purchase. The first payment was made in November 2020 for \$4,000, and the second payment was made in March 2021 for \$4,025. The Murphy beds were purchased using the New Chapel AMEX card. Both beds were installed at 516 Eagle Creek Drive, Naples, Florida. The following is the invoice from the store for the purchase of the Murphy beds by Jamey Noel:

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

Phil Robinson's
Murphy Bed STORE
Wall Beds Home Offices

Install Date: _____
Time: _____

600 Goodlette Rd. #107
Naples, FL 34102
Phone: 239-234-5858
Fax: 239-234-5856

SOLD TO *J MITZKY*

NAME: Jamey Noel
ADDRESS: 516 J Eagle Creek Dr
CITY: NAP STATE: FL ZIP: _____
PHONE: 502 639 4473

SHIP TO / SPECIAL INSTRUCTIONS

ITEM DESCRIPTION	UNIT PRICE	QTY.	TOTALS
<u>Two Murphy LABEL BEDS</u>		<u>2</u>	<u>5025</u>
<u>lights for bed</u>			
<u>2x4 Deep Div Mattress</u>			
<u>1 30" wall glass doors 4 drawers</u>			
<u>Tall out night stands</u>			
<u>CABINET BED White</u>		<u>1</u>	<u>2500</u>
<u>THANK YOU</u>			
<u>512 BASE out</u>			
COLOR: <u>White</u>	SPEC. INSTR:		Sub Total <u>7525</u>
DOOR STYLE: <u>ABACOA</u>			Sales Tax <u>525</u>
\$ <u>8025</u> Total Sale	\$ <u>4000</u> Deposit	C.O.D. Amount <u>4025</u> Initial	Cash I/D Charge
			TOTAL <u>8025</u>

Pool Maintenance and Repairs

In September and October 2020, Jamey Noel had maintenance and repair services performed on his pool at 516 Eagle Creek Drive, Naples, Florida. The vendor, Anglers Pool Service, Inc., billed Jamey Noel for the services. Jamey Noel issued check number 11984 from the New Chapel EMS bank account in the amount of \$6,802.25 to pay for the pool maintenance and repair services. The check was drawn on the New Chapel EMS bank account on December 7, 2020.

None of these distributions were in furtherance of the nonprofit's authorized purpose.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

The SBOA requests Jamey Noel reimburse New Chapel EMS for patio furniture, Murphy beds, and pool maintenance and repairs at his personal real estate property in Naples, Florida, in the amount of \$20,393.90. (See Summary of Charges, page 49)

EXPENDITURES AT 3001 OLD TAY BRIDGE PAID WITH NEW CHAPEL EMS FUNDS

In February 2021, Jamey Noel purchased a full roof replacement from a local vendor, Andes Roofing, for property located at 3001 Old Tay Bridge, Jeffersonville, Indiana. This address is one of Jamey Noel's personal real estate properties per county records. Jamey Noel paid the invoice in two installments using a PayPal account, which charged the New Chapel EMS AMEX card. The first installment was a \$9,096 down payment, and the second payment was the remaining balance of \$13,644. Each installment also included a 4 percent PayPal processing fee of \$363.84 and \$545.76, respectively.

Andes Roofing, LLC.
4514 Bud Prather Road
Sellersburg, IN 47172
812.248.6155
Tiffany@AndesRoof.com



INVOICE

BILL TO
Jamey Noel
3001 Old Tay Bridge
Jeffersonville, IN 47130

INVOICE # JP-1602-288
DATE 02/23/2021
TERMS Due on receipt
DUE DATE 02/23/2021

	DESCRIPTION	QTY	RATE	AMOUNT
IN Job	Full Roof Replacement per GAF Timberline HDZ Estimate - no ridge venting. - Customer has selected the GAF Timberline HDZ shingle in the "Charcoal" Color	1	22,740.00	22,740.00
IN Job	GAF System Plus 50 year Non Prorated Warranty -130 MPH Wind Warranty - 5 Yr. Workmanship Warranty	1	0.00	0.00
IN Job	Processing Fee Paypal 4% of 40% Customer Down Payment. \$9096 x 4% = 363.84	1	363.84	363.84
IN Job	Processing Fee Paypal 4% of Remaining balance \$13644 x 4% = 545.76	1	545.76	545.76

We Appreciate Your Business!

PAYMENT 23,649.60

Payment Terms:
Andes Roofing requires 40% of the total price before project begins. The remaining 60% is due upon project completion.
*Project completion is when roof has been installed, and warranty has been given to home owner. If payment is not received within 30 days of project completion, legal action may be taken.

BALANCE DUE **\$0.00**
PAID

- If paid via credit card, a 4% convenience fee applies.

Quality You Can See

AndesRoof.com
Page 1 of 1

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

This distribution was not in furtherance of the nonprofit's authorized purpose.

The SBOA requests Jamey Noel reimburse New Chapel EMS for the purchase of a replacement roof for his personal property in the amount of \$23,649.60. (See Summary of Charges, page 49)

PERSONAL LUMBER EXPENDITURES PAID FOR WITH NEW CHAPEL EMS FUNDS

On January 21, 2019, Jamey Noel purchased cull pine shiplap from a lumber vendor, Tennessee Lumber and Supply, for \$2,036.96 using the New Chapel AMEX card. Jamey Noel purchased additional cull pine shiplap from the same vendor using the New Chapel AMEX card on April 1, 2019, and December 10, 2019, for \$4,214.40 and \$3,687.60, respectively.

The ISP conducted a recorded interview with an employee of New Chapel EMS regarding the purchase of this lumber. The ISP made that transcript available to the SBOA investigators for review. During the interview, the ISP presented the invoices to the New Chapel EMS employee who explained that he was the person who ultimately retrieved the lumber from Tennessee. The employee stated that the lumber was used at two of Jamey Noel's personal real estate properties. Per the interview, the lumber was used at 709 Old Salem Road, Jeffersonville, Indiana, and 3001 Old Tay Bridge, Jeffersonville, Indiana.



UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)



None of these distributions were in furtherance of the nonprofit's authorized purpose.

The SBOA requests Jamey Noel reimburse New Chapel EMS for the purchase of lumber used at his personal real estate properties in the amount of \$9,938.96. (See Summary of Charges, page 49)

NEW CHAPEL EMS FUNDS DIVERTED TO BROTHER'S ESTATE

On January 15, 2020, Jamey Noel obtained a cashier's check drawn on the New Chapel EMS bank account in the amount of \$52,500. Jamey Noel deposited the cashier's check into his brother's probate estate account at Fifth Third Bank on the same day. A review of subsequent New Chapel EMS bank statements showed that the money was never deposited back into the New Chapel EMS bank account.

This distribution was not in furtherance of the nonprofit's authorized purpose.

The SBOA requests Jamey Noel reimburse New Chapel EMS for the payment made to his brother's probate estate account in the amount of \$52,500. (See Summary of Charges, page 49)

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

CASH WITHDRAWAL AND ELECTRONIC PAYMENTS FROM NEW CHAPEL EMS FUNDS

Cash Withdrawal

On March 22, 2023, Jamey Noel withdrew \$6,000 from the New Chapel EMS bank account. The SBOA reviewed a withdrawal slip signed by Jamey Noel. The slip did not state the purpose of the cash withdrawal. New Chapel EMS did not provide and the SBOA could not locate any documentation to indicate the cash withdrawal was in furtherance of the nonprofit's authorized purpose. Further, a review of subsequent New Chapel EMS bank statements showed that the \$6,000 was never deposited back into the New Chapel EMS bank account.

Electronic Payments

During the period of examination, Jamey Noel made \$579,183.74 in electronic payments from the New Chapel EMS bank account. The SBOA provided a list of all these transactions to New Chapel EMS officials. New Chapel EMS was able to substantiate one transaction for \$19,914.75. The remaining electronic payments consisted of (1) payments to another bank in the amount of \$272,470.01, (2) outgoing wire transfers in the amount of \$161,875.95, and (3) cashier's checks in the amount of \$124,923.03. New Chapel EMS did not provide and the SBOA could not locate any documentation to indicate the electronic payments were in furtherance of the nonprofit's authorized purpose.

The SBOA located information regarding the two wire transfers and one cashier's check. The following are examples that illustrate the types of transactions made:

- On December 23, 2019, Jamey Noel obtained a wire transfer in the amount of \$26,000 for the purchase of one 1969 and one 1972 ambulance.
- On July 8, 2020, Jamey Noel obtained a cashier's check in the amount of \$45,000 for the purchase of a 1959 Chevrolet Corvette Convertible. This car is titled in the name of Jamey Noel.
- On April 29, 2022, Jamey Noel made a wire transfer in the amount of \$6,000 to a nonprofit in Louisville, Kentucky. The SBOA's online search of the vendor revealed it hosts an annual Kentucky Derby eve party as a fundraiser. The wire transfer date aligns with the running of the Kentucky Derby.

These distributions were not in furtherance of the nonprofit's authorized purpose.

The SBOA requests Jamey Noel reimburse New Chapel EMS for the cash withdrawal and electronic payments in the amount of \$565,268.99. (See Summary of Charges, page 49)

CHASE CREDIT CARD PAYMENTS MADE FROM NEW CHAPEL EMS FUNDS

Prior to January 1, 2019, the start date for this period of examination, Jamey Noel obtained a CHASE credit card in the name of New Chapel EMS. The card balance at the beginning of the examination period was \$23,630.89. The SBOA examined account statements for the prior period and determined that the expenditures were personal in nature. Between January 1, 2019 and December 31, 2023, the CHASE credit card statements showed that Jamey Noel had an automatic monthly re-occurring charge for a third-party vendor, On-Star. The recurring charge stopped in March 2023.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

Jamey Noel established an automatic minimum payment to CHASE from the New Chapel EMS bank account monthly. Because only the minimum payment was made each month, interest was charged on the remaining credit card balance. On August 29, 2023, Jamey Noel issued a payment from the New Chapel EMS bank account to pay off the balance of the CHASE credit card. This was 13 days after the ISP executed a search warrant on Jamey Noel's properties on August 16, 2023.

Between January 1, 2019 and September 30, 2019, Kasey Noel used the CHASE credit card to make personal purchases from retail stores, restaurants, salons, and gas stations. These personal purchases totaled \$1,989.40. A review of the subsequent CHASE credit card statements did not show any payments made by Kasey Noel for reimbursement of the personal purchases.

The total amount paid by New Chapel EMS for the personal purchases made on the CHASE credit card by Jamey Noel and Kasey Noel was \$41,658.64. Kasey Noel's personal purchases amounted to \$1,989.40, and the remaining balance of \$39,669.24 is attributable to Jamey Noel.

None of these distributions were in furtherance of the nonprofit's authorized purpose.

The SBOA requests that Jamey Noel reimburse New Chapel EMS the amount of \$39,669.24 for personal purchases made on the CHASE credit card. (See Summary of Charges, page 49)

The SBOA requests Jamey Noel and Kasey Noel reimburse New Chapel EMS, jointly and severally, the amount of \$1,989.40 for personal purchases made on the CHASE credit card. (See Summary of Charges, page 49)

NEW CHAPEL EMS VEHICLE TRADED FOR A PERSONAL VEHICLE

On December 8, 2020, Jamey Noel, as CEO and/or President of New Chapel EMS, purchased a 2020 Chevrolet Corvette 2DR Stingray CPE W/2 (Corvette), VIN 1G1Y72D43L5115893. The total price of the Corvette was \$78,933.93. Jamey Noel traded in a Chevrolet Silverado 150 owned by New Chapel EMS. After discounts and a trade-in allowance, a balance of \$50,200.31 was financed. A loan in the name of New Chapel EMS was obtained with monthly payments in the amount of \$1,505.90 for 36 months. New Chapel EMS paid those monthly payments. Below is a copy of the sales agreement for the purchase of the Corvette.

**UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)**

#39



RETAIL BUYER'S ORDER

BUYER'S NAME: UTICA TWP FF ASSN INC CUST NO. _____
 CO-BUYER'S NAME: _____ DATE: 12/08/2020
 ADDRESS: 5820 UTICA PIKE
 CITY/STATE: JEFFERSONVILLE, IN ZIP: 47130 HOME PHONE: (812)288-7014 WORK PHONE: N/A
 SALESMAN: ROBERT ROSE EMAIL: kwikerson61@yahoo.com

I HEREBY AGREE TO PURCHASE FROM DEALER UNDER THE TERMS AND CONDITIONS SPECIFIED: NEW USED DEMO STOCK NO: S1451L

YEAR	MAKE	MODEL	COLOR	EQUIP TYPE	TRM
2020	CHEVROLET	CORVETTE	TORCH RED	2DR STINGRAY CPE WZ	N/A
VIN	1G1Y72D43L5115803				
				BI SERVICE DATE	
				12/08/2020	

TRADE-IN INFORMATION

YEAR	MAKE	MODEL
2018	CHEVROLE	SILVERADO 150
VIN	3GCUKSEC1JG155850	

Customer agrees to deliver to Dealer the good, clear, and marketable title to the trade-in vehicle(s) as part of the consideration for the vehicle ordered at the time of delivery. Customer warrants that the trade-in vehicle(s) are owned only by customer and are free and clear of all liens encumbrances except as otherwise stated in writing herein. Customer certifies that the airbag, safety and emissions equipment in the trade-in vehicle(s) have never been disconnected and are operable. Customer also agrees that the trade-in vehicle(s) have never been and is/are not required to be used in any state as a defective rebuilt, salvage, flood, lemon, or buy back vehicle and has never been damaged to the degree requiring disclosure under title law or which disqualified the vehicle from service contract, certified pre-owned programs. Customer agrees that the fees amounts stated herein are accurate and that the Customer will pay dealer any difference within three (3) days of notice by Dealer. Customer also agrees that if the trade-in vehicle(s) is/are not as represented herein (by Dealer) shall have a claim for damages and may recover from Customer all losses, damages and costs of enforcement, including reasonable attorney fees. Customer also warrants that there is no theft or damage event in the history of the trade-in that voids any factory warranty or makes the trade-in ineligible for warranty or service coverage. Customer understands and agrees that the trade-in allowance provided by Dealer for the trade-in vehicle is based upon representations and warranties in this and all accompanying documents. Customer agrees that if these representations and warranties regarding title, history, or condition are not correct, Customer shall pay to Dealer all losses and damages, including but not limited to, the difference between the value as represented and the actual value of the trade-in as determined in Dealer's sole discretion. In addition, Customer agrees to pay Dealer the cost of all fees incurred in determining the difference in value of the vehicle and disposing of the vehicle. In the event Customer cannot deliver good, clear, marketable title, free of all liens, claims, and encumbrances, Customer agrees to accept return of the trade-in vehicle and pay to Dealer, with certified funds, the entire trade allowance given to Customer for the trade-in and any other damages or losses to Dealer.

In the event Customer breaches any representation, certification or warranty hereunder, Customer will pay Dealer the cost of enforcing this Order and collecting any sums due hereunder, including reasonable attorney fees. Customer further agrees to indemnify and hold dealer harmless from any and all claims, demands, rights, actions, causes of action, damages, costs, costs of defense (including attorney fees, expenses and compensation whatsoever Dealer, the purchaser of the trade-in or any other prospective purchaser or any other person or entity may have as a result of the vehicle is not being as represented herein. Customer hereby further agrees that no oral statements, representation or warranties contrary to the terms of this agreement have been made by Customer. Customer warrants that the vehicle being purchased/leased is for personal/business use and not for resale or export.

THE INFORMATION YOU SEE ON THE BUYER'S GUIDE IN THE WINDOW FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

DISCLAIMER OF WARRANTIES: Except as may be otherwise specifically provided in writing on the face of this Order or in a separate writing furnished to Purchaser by Seller, there are no warranties, expressed or implied, made by seller or herein on the vehicle or chassis described on the face hereof, SPECIFICALLY THE VEHICLE IS SOLD "AS-IS," AND SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHETHER NEW OR USED, DESCRIBED ON THE FACE OF THIS ORDER. In the case of a new vehicle or chassis, the printed Manufacturer's New Vehicle Warranty delivered to Purchaser with such vehicle or chassis shall apply and the same is hereby made a part hereof as though fully set forth herein. Such manufacturer's New Vehicle Warranty is the only warranty applicable to such new vehicle or chassis and expressly in lieu of all other warranties by or on behalf of the Seller. In the case of a late model used vehicle or chassis, Seller makes no representations or warranty concerning the applicability of any existing manufacturer's warranty, the applicability of any such manufacturer's warranty shall be determined solely by the terms of such warranty card and record.

I HAVE READ THE MATTER ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. THE FRONT AND BACK HEREOF COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS ORDER AND THIS CONTRACT, ALONG WITH ANY CONTEMPORANEOUSLY EXECUTED DOCUMENTS, CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES PERTAINING TO ITS SUBJECT MATTER. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

BUYER SIGNATURE: _____ DATE: 12/08/2020

CO-BUYER SIGNATURE: _____ DATE: _____

ACCEPTED FOR DEALER: _____

BY: _____

LIST PRICE	\$	78,880.00
DEALER INSTALLED EQUIPMENT		1,854.93
TRI GUARD		599.00
TOTAL PRICE OF VEHICLE	\$	78,933.93
(DISCOUNT)	\$	3,981.12
TRADE IN ALLOWANCE	\$	34,500.00
CASH DIFFERENCE	\$	40,452.81
DOCUMENTATION AND SERVICE FEE		199.00
STATE SALES TAX		N/A
FEES		36.00
OTHER		N/A
STATE SALES TAX ON OTHER		N/A
TOTAL	\$	40,687.81
LESS DEPOSIT		N/A
LESS REBATE	SEE REBATE FORM	N/A
SUB TOTAL		40,687.81
BALANCE OWED ON TRADE IN		9,512.50
TOTAL ABOVE THIS LINE	\$	50,200.31
CASH ON DELIVERY	\$	
BALANCE TO BE FINANCED		50,200.31

USED TO: _____

WE OWE THE FOLLOWING ARE ITEMS DEALER AGREES TO ADD TO THE PURCHASED VEHICLES AS A CONDITION OF THE VEHICLE.

1. _____
2. _____
3. _____

THIS IS A SPECIAL ORDER, PURCHASER CANNOT CHANGE OR CANCEL.

**UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)**

On May 3, 2021, Jamey Noel, in his personal capacity, purchased a 2020 Mercedes-Benz S-Class S450 4Matic Sedan (Mercedes), VIN WDDUG6EB1LA497932. The total price of the Mercedes was \$82,198. Jamey Noel traded in the 2020 Chevrolet Corvettes 2DR Stingray CPE W/2 owned by New Chapel EMS. Jamey Noel received a \$92,000 trade-in allowance for the Corvette, which was greater than the original sales price of the Corvette when purchased five months earlier. After discounts and a trade-in allowance, a balance of \$30,260.54 was financed. A loan was obtained with monthly payments in the amount of \$881.57 for 36 months. Below is a copy of the sales agreement for the purchase of the Mercedes.

RETAIL BUYER'S ORDER

BUYER'S NAME JAMEY NOEL CUST NO. _____
 CO-BUYER'S NAME _____ DATE 05/03/2021
 ADDRESS 1001 OLD TAY BRIDGE
 CITY/STATE JEFFERSONVILLE, IN ZIP 47130 HOME PHONE (812)269-7044 WORK PHONE N/A
 SALESMAN ROBERT ROSE EMAIL cor12@eol.com

I HEREBY AGREE TO PURCHASE FROM DEALER UNDER THE TERMS AND CONDITIONS SPECIFIED NEW USED DEMO STOCK NO. 805657
 YEAR 2020 MAKE MERCEDES-BENZ MODEL S-CLASS COLOR BLACK BODY TYPE S 450 4MATIC SEDAN TRX N/A
 VIN WDDUG6EB1LA497932 IN SERVICE DATE N/A

TRADE-IN INFORMATION

YEAR	MAKE	MODEL
<u>2020</u>	<u>CHEVROLET</u>	<u>CORVETTE</u>
VIN <u>1G1Y2D43L515033</u>		

Customer agrees to deliver to Dealer the good, clean and marketable title to the trade-in vehicle(s) as part of the consideration for the vehicle ordered at the time of delivery. Customer warrants that the trade-in vehicle(s) are owned solely by customer and are free and clear of all liens, encumbrances, except as otherwise noted on writing herein. Customer certifies that the airbags, safety and emissions equipment in the trade-in vehicle(s) have never been disconnected and are operable. Customer also agrees that the trade-in vehicle(s) have never been and will not be required to be titled in any state as a defective rebuilt salvage, flood, lemon, or buy back vehicle and have never been damaged to the degree requiring placement under title law or which disqualified the vehicle from some state, certified pre-owned program. Customer agrees that the fees amounts noted herein are accurate and that the Customer will pay dealer any difference within three (3) days of notice by Dealer. Customer also agrees that if the trade-in vehicle(s) have not at expiration herein, that Dealer shall have a claim for damages and may recover from Customer all losses, damages and costs of enforcement, including reasonable attorney fees. Customer also warrants that there is no theft or damage event in the history of the trade-in that voids any factory warranty or makes the vehicle ineligible for warranty or service contract coverage. Customer understands and agrees that the trade-in allowance provided by Dealer for the trade-in vehicle is based upon representations and warranties in this and all accompanying documents. Customer agrees that if these representations and warranties regarding title, history, or condition are not correct, Customer shall pay to Dealer all losses and damages, including but not limited to, the difference between the value as represented and the actual value of the vehicle as determined in Dealer's sole discretion. In addition, Customer agrees to pay Dealer the cost of all fees incurred in determining the difference in value of the vehicle and disposing of the vehicle. In the event Customer cannot deliver good, clean, marketable title, free of all liens, claims, and encumbrances, Customer agrees to accept return of the trade-in vehicle and pay to Dealer, with certified funds, the entire trade-in allowance given to Customer for the trade-in and any other damages or losses to Dealer.

In the event Customer breaches any representation, certification or warranty hereunder, Customer will pay Dealer the cost of enforcing this Order and collecting any sums owed hereunder, including reasonable attorney fees. Customer further agrees to indemnify and hold Dealer harmless from any and all claims, demands, suits, actions, causes of action, damages, costs, costs of defense (including attorney fees, expenses and compensation whatsoever Dealer, the purchaser of the trade-in or any other prospective purchasers or any other person or entity may have as a result of the vehicle's not being as represented herein. Customer hereby further agrees that no oral statements, representations or warranties contrary to the terms of this agreement have been made by Customer. Customer warrants that the vehicle being purchased/leased is for personal/business use and not for resale or export.

	LIST PRICE	\$	82,198.00
DEALER INSTALLED EQUIPMENT			N/A
TOTAL PRICE OF VEHICLE	\$	82,198.00	
(DISCOUNT)	\$	4,268.00	
TRADE-IN ALLOWANCE	\$	92,000.00	
CASH DIFFERENCE	\$	-14,100.00	
DOCUMENTATION AND SERVICE FEE		199.00	
STATE SALES TAX		N/A	
FEES		28.00	
OTHER		N/A	
STATE SALES TAX ON OTHER		N/A	
TOTAL	\$	-13,865.00	
LESS DEPOSIT		1,185.00	
LESS REBATE	SEE REBATE FORM	N/A	
SUB TOTAL		-15,030.00	
BALANCE OWED ON TRADE-IN		45,200.54	
TOTAL ABOVE THIS LINE	\$	30,200.54	
CASH ON DELIVERY	\$		
BALANCE TO BE FINANCED		30,200.54	

THE INFORMATION YOU SEE ON THIS BUYER'S GUIDE IN THE WINDOW FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

DISCLAIMER OF WARRANTIES: Except as may be otherwise specifically printed in writing on the face of this Order or in a separate writing furnished to Purchaser by Seller, there are no warranties, expressed or implied, made for sell or hold on the vehicle or should be disclosed on the face hereof. SPECIFICALLY THE VEHICLE IS SOLD "AS IS", AND SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHETHER NEW OR USED, DESCRIBED ON THE FACE OF THIS ORDER. In the case of a new vehicle or check the printed Manufacturer's New Vehicle Warranty delivered to Purchaser with such vehicle or obtain shall apply and the same liability made a part of as shown on the face hereof. Such manufacturer's New Vehicle Warranty is the only warranty applicable to such new vehicle or obtain and expressly in lieu of all other warranties by or on behalf of the Seller. In the case of a late model used vehicle or obtain, Seller makes no representation or warranty concerning the applicability of any such manufacturer's warranty; the applicability of any such manufacturer's warranty shall be determined solely by the terms of such warranty card and record.

I HAVE READ THE MATTER ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. THE FRONT AND BACK HEREOF CONSTITUTE THE ENTIRE AGREEMENT AFFECTING THIS ORDER AND THIS CONTRACT, ALONG WITH ANY CONTEMPORANEOUSLY EXECUTED DOCUMENTS, CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES PERTAINING TO THE SUBJECT MATTER. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

BUYER SIGNATURE [Signature] DATE 05/03/2021
 CO-BUYER SIGNATURE _____ DATE _____

ACCEPTED FOR DEALER _____

LIEN _____

WE OWE THE FOLLOWING ARE ITEMS DEALER AGREES TO ADD TO THE PURCHASED VEHICLES AS A CONDITION OF THE SALE.

1. _____
2. _____
3. _____

THIS IS A SPECIAL ORDER, PURCHASER CANNOT CHANGE OR CANCEL.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

Jamey Noel used a Corvette owned by New Chapel EMS as a trade-in for the personal purchase of a Mercedes. The amount of the loss to New Chapel EMS for trading the Corvette for the Mercedes was \$39,444.77. The table below calculates the loss to New Chapel EMS:

	Amounts
Trade-in Allowance on Corvette Purchase	\$ 34,500.00
Amount Financed (Includes Bank Fees)	50,235.31
Less: Balance Owed on Trade-in of Corvette	(45,290.54)
Loss to New Chapel EMS	\$ 39,444.77

The SBOA requests Jamey Noel reimburse New Chapel EMS for the loss on the trade-in of the New Chapel EMS vehicle used to purchase a personal vehicle in the amount of \$39,444.77. (See Summary of Charges, page 49)

CONTRACTUAL DEFAULTS CAUSED LOSS TO NEW CHAPEL EMS

On October 7, 2023, a local dealership took four cars to auction. The four cars taken to auction are shown below:

- 2018 Chevrolet Camaro SS, VIN 1GAFH3D75J0155486
- 2019 Cadillac CT6-V, VIN 1G6KW5RJ0KU143397
- 2023 Dodge Challenger, VIN 2C3CDZL97PH578039 (The Ghost)
- 2023 Dodge Charger SRT Hellcat, VIN 2C3CDZL98PH554658 (King Daytona)

Documentation reviewed by the SBOA reveals that Jamey Noel contacted the dealership in May 2023 to purchase the 2023 Dodge Challenger and the 2023 Dodge Charger and trade the 2018 Chevrolet Camaro and the 2019 Cadillac CT6-V. The traded vehicles were signed over to the dealership, but they did not cover the full cost of the new vehicles. Jamey Noel failed to pay for or obtain financing for the new vehicles. Therefore, he did not complete the purchases and breached the sales contracts. The dealership exercised its right under the contracts to recoup its cost and subsequently took the cars to auction. Because the vehicles traded in were owned by New Chapel EMS, the nonprofit lost the value of the vehicles due to Noel's failure to complete the contracts. The dealership valued the 2018 Chevrolet Camaro SS at \$44,000, and the 2019 Cadillac CT6-V at \$60,000.

Additionally, costs were incurred by the dealership for the auction after all debts were paid, and an invoice was sent to New Chapel EMS dated October 31, 2023, for \$33,733.43. New Chapel EMS paid the full amount of the invoice with check number 14989 dated November 3, 2023.


The SBOA requests Jamey Noel reimburse New Chapel EMS for the lost value of the traded vehicles and the payment of the auction services in the amount of \$137,733.34. (See Summary of Charges, page 49)

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

SALE OF A KUBOTA TRACTOR AND PROCEEDS NOT DEPOSITED

On August 18, 2017, Jamey Noel, as CEO and/or President of New Chapel EMS, purchased a new Kubota 4WD HST Cab Tractor, model number L4060HSTC, serial number 42187, and other accessories for the tractor. The total amount of the purchase was \$40,656. It was financed for 60 months through Kubota Credit Corporation.

Below is a picture of the first page of the retail installment contract showing purchaser, items purchased, name of the creditor, number of payments, and monthly payment amount:



KUBOTA CREDIT CORPORATION, U.S.A.

RETAIL INSTALLMENT CONTRACT
COMMERCIAL AND AGRICULTURAL
USE ONLY

Account Number 57543157
State Governing Law INDIANA

MEANING OF SOME WORDS. You have been offered the opportunity to purchase products and services for the selling price and by signing below have agreed to pay the selling price plus a finance charge under this Retail Installment Contract. In this Retail Installment Contract (this "Contract"), "you" and "your" mean anyone who signs this Contract as "Buyer." The words "we," "us" and "our" mean Seller or, if Seller assigns (sells) this Contract to it, Kubota Credit Corporation, U.S.A. In this Contract, the word "Property" means the equipment and goods purchased by you and delivered by Dealer (see Description of the Property Purchased below). Services purchased are also listed below. If there is more than one Buyer, each will be obligated, separately and together, to pay all sums due and to keep all promises made to us in this Contract. You represent and warrant that the products purchased hereunder will be used solely for commercial or business purposes. This Contract is between Seller and Buyer. All disclosures have been made by Seller.

Description of Property Purchased						
Qty	NU	Make	Model	Description w/attachments	Serial Number	Selling Price
1	NEW	KUBOTA	L4060HSTC	4WD HST CAB TRACTOR	42187	\$ 33,000.00
1	NEW	KUBOTA	L4505	FRONT LDR FOR GRAND I SERIES		\$ 5,150.00
1	NEW	LAND PRIDE	EDR1M77	ED REAR DISCHARGE 16 SERIES 7	1130489	\$ 2,450.00
						\$
						\$
1 st Yr Used	Trade-In Description		Trade-In Make	Trade-In Model	Trade-In Serial Number	Trade-In Allowance
						\$ 0.00
						\$ 0.00
						\$ 0.00

Optional Extended Warranty: (Not applicable unless checked) With your purchase of Property, you have elected to purchase an Optional Extended Warranty for \$ _____ to cover _____ This Optional Extended Warranty is not required to obtain credit. This Optional Extended Warranty will be in effect for _____.

Seller: JACOBI SALES, INC. 500 HAMBURG WAY SEFFERSBURG IN 47172
Name _____ Address _____

Buyer: UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION 5820 UTICA PIKE
Name _____ Street or Route _____
JEFFERSONVILLE IN 47130
City or Town _____ State _____ Zip Code _____

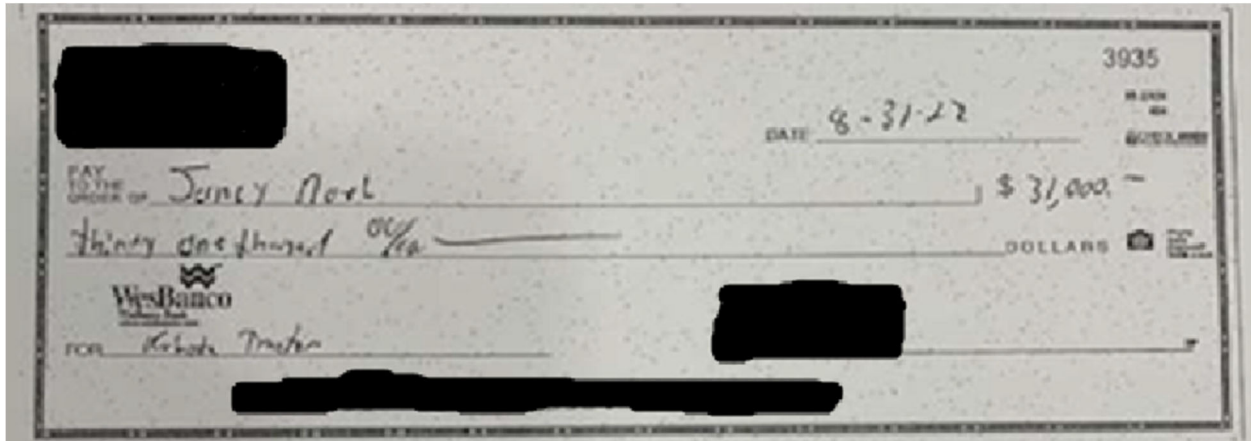
YOUR PAYMENT SCHEDULE					
No. of Payments	Amount of Payments	When Payments Are Due	No. of Payments	Amount of Payments	When Payments Are Due
60	577.60	Monthly beginning on 10/03/2017			

CREDIT LIFE INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU COMPLETE A SEPARATE APPLICATION FOR CREDIT INSURANCE. MEET THE ELIGIBILITY REQUIREMENTS AND AGREE TO PAY THE ADDITIONAL COST. Your decision to buy or not to buy credit life insurance through our affiliate is not a factor in our approval for this extension of credit. Credit insurance is designed to reduce or pay off the insured balance of your loan if you die. If you chose to protect your loan with credit insurance a copy of the application/certificate outlining the terms and conditions of the program will be provided to you with your loan documents. Credit insurance is voluntary and may be cancelled at any time. NOTE: Credit life insurance will not be offered to commercial purchasers unless they are sole proprietors.

Promise To Pay And Contract Terms Begin On Next Page

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

On August 31, 2022, Jamey Noel sold the Kubota tractor to an individual for \$31,000. Jamey Noel deposited the money into his personal bank account on September 14, 2022. Below is a picture of the check used to purchase the Kubota tractor with the memo line stating Kubota tractor.



In addition, the following images of the Kubota tractor and its identification tag show the tractor's model and serial numbers, which match the retail installment contract from the original purchase by New Chapel EMS.



UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)



The SBOA requests Jamey Noel reimburse New Chapel EMS for the sale of the Kubota tractor and proceeds deposited into his personal bank account for \$31,000.

On October 16, 2023, Jamey Noel issued personal check number 1190 for \$31,000, which was deposited into the New Chapel EMS bank account on the same day. This amount will be shown as a credit in the summary of charges. (See Summary of Charges, page 49)

CASH NOT DEPOSITED FROM SALE OF VEHICLE

On September 8, 2022, Jamey Noel, as CEO and/or President of New Chapel EMS, purchased a 2015 BMW 320I XDRIVE, VIN WBA3C3G51FNS75571, for \$20,000. The title to the vehicle was issued on December 12, 2022, in the name of New Chapel EMS.

Per BMV records, Jamey Noel sold the vehicle to an individual on January 21, 2023, for \$21,000. A review of subsequent New Chapel EMS bank statements shows that the \$21,000 was never deposited into the New Chapel EMS bank account.

The SBOA requests Noel reimburse New Chapel EMS for the vehicle proceeds not deposited in the amount of \$21,000. (See Summary of Charges, page 49)

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

Failure to Comply with Statutory Reporting Requirements

All nonprofit entities that receive financial assistance from governmental sources in the form of subsidies, grants, and/or other contributions are required by Indiana law to file annual financial reports with the SBOA specifically identifying those amounts. In this regard, Indiana Code 5-11-1-4(a) provides:

"The state examiner shall require from every audited entity financial reports covering the full period of each fiscal year. These reports shall be prepared, verified, and filed with the state examiner as set forth in the uniform compliance guidelines. The reports must be in the form and content prescribed by the state examiner and filed electronically in the manner prescribed under IC 5-14-3.8-7."

For nonprofit entities, a Form E-1 is required to be filed on the Indiana Gateway for Government Units financial reporting system website on an annual basis.

During the period of this examination, January 1, 2019 to December 31, 2023, New Chapel EMS received monthly "subsidy" payments from both Clark and Floyd counties. As a consequence of those subsidies, New Chapel EMS was required to file a Form E-1 with the SBOA for each year from 2019-2023. New Chapel EMS failed to file a Form E-1 for every year during the period of this examination, and, therefore, none of the subsidies received or disbursed by New Chapel EMS during 2019-2023 were reported by the nonprofit to the SBOA.

*Uniform Compliance Guidelines For Examination Of Entities
Receiving Financial Assistance From Governmental Sources*

Entities receiving financial assistance from state or local governments are subject to the following general requirements:

Existence of contracts with grantor agencies for all assistance received.

Retention of financial records, supporting documents, statistical records and all other records pertinent to the agreements for a period of at least three years.

Maintaining a financial management system that provides:

- a. Accurate, current, and complete disclosure of the financial results of each government-sponsored project or program.
- b. Records that adequately identify the source and application of funds for government-sponsored activities. Records shall contain information pertaining to awards, authorizations, obligations, unobligated balances, assets, outlays, and income.
- c. Effective control over and accountability for all funds, property, and other assets.
- d. Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable cost principles and the terms of the grant or other agreement.
- e. Accounting records that are supported by source documentation.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

- f. Compliance with annual reporting requirements of the Secretary of State and the Indiana State Board of Accounts.
- g. Compliance with rules, regulations, guidelines, and directives of the Internal Revenue Service and the Indiana Department of Revenue. All questions concerning taxes should be directed to these agencies.
- h. Adequate fidelity bonding and insurance coverage if required by the funding agency.

The above are not intended to represent the only applicable regulations since the entity may be regulated by certain state statutes, its own bylaws, and provisions within the agreements, all of which may require testing.

SPECIAL INVESTIGATION COSTS

The State of Indiana incurred additional costs in the investigation of New Chapel EMS.

Indiana Code 5-11-1-27(m) provides as follows:

"If the attorney general institutes civil proceedings related to this section or under IC 5-11-5-1, the attorney general shall seek, in addition to the recovery of any funds misappropriated, diverted, or unaccounted for, restitution of:

- (1) costs incurred by [SBOA]; and
- (2) all costs and reasonable attorney's fees incurred by the attorney general;

in connection with the civil proceedings."

The SBOA requests Jamey Noel reimburse the State of Indiana \$168,821.53 for special investigation costs. (See Summary of Charges, page 49)

INTERNAL CONTROL DEFICIENCIES

Internal control weaknesses existed that contributed to Jamey Noel's ability to operate New Chapel EMS for a purpose for which it was not formed, make unlawful distributions of New Chapel EMS funds for personal expenditures, secure an entity credit card for his wife, make transfers to unauthorized accounts, send wire transfers, and issue cashier checks without supporting documentation, divert funds to his brother's estate, use nonprofit vehicles as trade-ins for personal vehicle purchases, incur debt, sell nonprofit assets and not deposit the proceeds, make inappropriate vehicles purchases and trades as investments, and to not file state reports as required. Jamey Noel, and his daughter Kasey Noel, were the sole individuals with knowledge of New Chapel EMS finances. Jamey Noel initiated disbursements, approved disbursements, and issued payments.

New Chapel EMS had no board oversight or suitable restrictions for Jamey Noel's spending on the account for the entirety of the examination period.

Amended bylaws were filed with the Clark County Recorder in 1998. However, the SBOA was not able to locate Board meeting minutes to confirm their validity, or that proper protocol, as established by the 1993 amended Bylaws, was followed. The 1998 Bylaws, which were in effect for this investigation period, noted the following:

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

- The officers of the association shall be President, CEO (hereafter called Chief), Recording Secretary, and Financial Secretary.
- Election of officers shall be conducted at the regular November board meeting. The newly elected officers shall assume their duties at the December meeting.
- The regular meeting of the Board of Directors of the association shall be held on the second Monday of each month. Called meetings may be held on the request of the President.
- There shall be five elected officers present before a quorum is considered present to conduct the meeting of this association.
- The Chief shall create and issue Standard Operating Guidelines.
- All properties of this organization cannot be sold or loaned by any person without the consent of the Chief.
- The organization shall assume the financial responsibility bond of at least \$25,000 for the Financial Secretary.
- The President shall conduct all association meetings and appoint committees.
- The Recording Secretary shall record all business transacted at the meeting and record all memberships and donations.
- The Financial Secretary shall receive all money and issue all checks. He/she shall keep a ledger of all financial transactions.
- The signature of the Financial Secretary and another Board Member is required on all checks.

The Board did not meet monthly as required by the established bylaws. There are no Board minutes for the investigation period that document that any elections were held. No documentation was presented that the Financial Secretary was bonded. Checks were not signed by the Financial Secretary and another Board member. There is no evidence that the Board members performed any function, including approving contracts, purchases, or debt obligations, or reviewed any financial reports, tax returns or bank activity of New Chapel EMS.

The Indiana State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, Section H, states in part the following:

"Entities receiving financial assistance from state or local governments are subject to the following general requirements: . . .

Maintaining a financial management system that provides: . . .

- c. Effective control over and accountability for all funds, property and other assets. . . ."

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
RESULTS AND COMMENTS
(Continued)

INVESTIGATION BY LAW ENFORCEMENT AND STATE AGENCIES

It is our understanding that there are ongoing investigations by the Indiana State Police and the Indiana Department of Revenue.

CRIME INSURANCE COVERAGE

The SBOA has not been provided with any information about crime insurance obtained by New Chapel EMS.

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION RESPONSE

Response to Background

The Organization's purpose changed to encompass emergency medical service on or about March 31, 2003. The Articles of Incorporation should have been amended to reflect that change. The Articles of Incorporation are in the process of being amended to cure the deficiency noted in the report.

Response to Unlawful Distributions From New Chapel EMS Credit Cards

The organization has filed a Declaratory Judgment Action in the Clark County Superior Court seeking court intervention in gaining total control of both the American Express and Synchrony Bank credit accounts. The American Express account has been confirmed as closed and can no longer be used. The Synchrony Bank has not been confirmed as closed to date, however, no further payments have been paid from the organizations banking accounts. It is the Organization's understanding that the demand made as to the Synchrony Bank card encompasses all charges made for the reporting period. The Organization did have lawful charges made to the account, however, in discussions with the SBOA, as no statements are available at this time, we concur with assessment against Mr. Noel, at least until statements are provided.

Response to Failure to Comply with Statutory Requirements

The E1 reporting deficiency is in the process of correction. There is no entity registered with the State Board of Accounts (SBOA) within which to file said report. Utica Township Volunteer Fire Fighters Association (UTVFFA) , through its attorney and its Chief Executive Officer, has been in contact with the SBOA in correcting the deficiency so that all E-1 reports may be brought current.

A financial management system has been put in place since the investigation began and the first findings became known to those within the organization. Internal controls have been enacted and are utilized consistently. Financial reporting has been a barrier as all financial data is in the possession of the Indiana State Police (ISP), however counsel and command staff are working to obtain needed data. The Organization also has an on staff certified public accountant who transitioned to handing the UTVFFA accounts in August 2023.

Response to Internal Control Deficiencies

Internal controls were enacted to encompass receipt of funds, disbursement of funds (including petty cash, expense reimbursement, use of corporate property and purchasing), creation of corporate obligations (including credit and debit cards and lines of credit) and bank reconciliation and on-line monitoring. These controls were approved by the Board and implemented. The controls are applied consistently throughout the organization.

Response to Crime Insurance Coverage

The organization has confirmed it has proper coverage for the organization and in compliance with the organizations by laws.

Response to Demand against Kevin Wilkerson

Mr. Wilkerson was under the impression that Mr. Noel owned the UTVFFA in a personal capacity. All items given to Mr. Wilkerson were accepted with the interpretation that those items were gifts from Mr. Noel to Mr. Wilkerson. It is the organization's understanding the Mr. Wilkerson is working with the SBOA to provide receipts for all purchases showing that the majority of purchases were for expenses related to the UTVFFA. It has also been confirmed with ISP that Mr. Wilkerson is not under criminal investigation and will not be charged criminally. The Organization feels this demand should be made solely to Mr. Noel.

The organization believes the characterization of distributions to Mr. Wilkerson as unlawful describes the intent of Mr. Noel, not Mr. Wilkerson, as Mr. Wilkerson had no knowledge the Organization was not owned solely by Mr. Noel. Mr. Wilkerson is cooperating fully with the audit and with authorities.

General Response

With the exception of the responses and corrective actions cited above, UTVFFA concurs with the SBOA's assessment and demand. UTVFFA has a long history with the Southern Indiana Community with receipts of more than 15 million dollars during the reporting period. Since the initial investigation in August 2023, the board has taken several corrective actions in the wake of what has been revealed with the Jamey Noel investigation.

The board immediately enacted new bylaws and the board of directors was expanded to a five-person board. The Articles of Incorporation are in the process of being amended to cure the deficiency noted in the report. The Board is currently preparing for the merger of the UTVFFA with the Utica Township Fire Department Incorporated.

All Board members attended and received training regarding the duties and obligations of the Board Members under Indiana Law. Financial reports, including bank balances and expenditures are provided to the Board at each meeting. The Board has a standing weekly meeting where matters are routinely brought for discussion and vote. Bank statements are reviewed and reconciled appropriately by both the Corporate Treasurer and the in-house accountant.

All corporate documents are scanned and corporate counsel and the Board Secretary keep physical copies of all documents. Financial and Corporate documents from prior to August 2023 are still in the custody of ISP, though some documentation has been provided to corporate counsel. We are unable to meet financial retention requirements at this point without the return of said documents and/or computer systems from ISP.

While UTVFFA has worked and cooperated with both ISP and the SBOA in this matter, our own internal investigation was conducted. The Internal investigation revealed that no other employees, directors, or command staff were aware of the alleged misuse of funds. Most employees, and others through the community, believed that the company was a privately owned by the Noel family. Multiple attorneys were hired to advise on the myriad of issues facing the corporation.

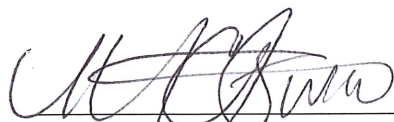
ISP has confirmed that neither the organization itself nor any of the board members or their counsel are under criminal investigation.

Prepared By:



Heather Peters, Attorney

Date: 4/23/24



Matt Owen, President

Date: 4/23/2024



Paul Holcomb, Vice-President

Date: 4/24/24

UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
EXIT CONFERENCE

The contents of this report were discussed on April 18, 2024, with Matt Owen, President/CEO; M. Paul Holcomb, Vice President; Heather R. Peters, Attorney; Kevin Wilkerson, Director; and James Guilfoyle, Attorney for Kevin Wilkerson.

**UTICA TOWNSHIP VOLUNTEER FIRE FIGHTERS ASSOCIATION;
D/B/A NEW CHAPEL EMERGENCY MEDICAL SERVICE
SUMMARY OF CHARGES
(Due to Malfeasance, Misfeasance, or Nonfeasance)**

	<u>Charges</u>	<u>Credits</u>	<u>Balance Due</u>
Jamey Noel, former CEO:			
Unlawful Distributions From New Chapel EMS Credit Card, pages 10 through 17	\$ 2,164,985.81	\$ -	\$ 2,164,985.81
Child Support Payments Made With New Chapel EMS Funds, pages 18 and 19	104,971.51	32,000.00	72,971.51
Custom Suits and Designer Apparel Purchases Paid for With New Chapel EMS Funds, page 19	183,980.07	-	183,980.07
Plane Purchased With New Chapel EMS Funds, pages 19 and 20	43,077.63	-	43,077.63
Personal Firearms Purchases Paid for With New Chapel EMS Funds, pages 20 and 21	4,516.40	-	4,516.40
Personal Car Collection Insurance Premiums Paid for With New Chapel EMS Funds, page 22	67,717.10	-	67,717.10
Automotive Lifts Installed in Noel's Pole Barn Paid for			
With New Chapel EMS Funds, pages 22 through 24	16,939.00	-	16,939.00
Expenditures at 2408 Turnberry Drive Paid With New Chapel EMS Funds, page 24 through 27	30,785.63	-	30,785.63
Expenditures in Naples, Florida Paid With New Chapel EMS Funds, pages 27 through 30	20,393.90	-	20,393.90
Expenditures at 3001 Old Tay Bridge Paid With New Chapel EMS Funds, pages 30 and 31	23,649.60	-	23,649.60
Personal Lumber Expenditures Paid With New Chapel EMS Funds, pages 31 and 32	9,938.96	-	9,938.96
New Chapel EMS Funds Diverted to Brother's Estate, page 32	52,500.00	-	52,500.00
Cash Withdrawal and Electronic Payments from New Chapel EMS Funds, page 33	565,268.99	-	565,268.99
Chase Credit Card Payments Made from New Chapel EMS Funds, pages 33 and 34	39,669.24	-	39,669.24
New Chapel EMS Vehicle Traded for a Personal Vehicle, pages 34 through 37	39,444.77	-	39,444.77
Contractual Defaults Caused Loss to New Chapel EMS, page 37	137,733.34	-	137,733.34
Sale of Kubota Tractor and Proceeds Not Deposited, pages 38 through 40	31,000.00	31,000.00	-
Cash not Deposited from Sale of Vehicle, pages 40 through 42	21,000.00	-	21,000.00
	<u>3,557,571.95</u>	<u>63,000.00</u>	<u>3,494,571.95</u>
Total - Jamey Noel			
Jamey Noel, former CEO and Misty Noel, spouse, jointly and severally:			
Unlawful Distributions From New Chapel EMS Credit Card, pages 10 through 17	663,211.92	-	663,211.92
Jamey Noel, former CEO, and Kasey Noel, former Executive Assistant, jointly and severally:			
Unlawful Distributions From New Chapel EMS Credit Card, pages 10 through 17	107,371.92	-	107,371.92
Chase Credit Card Payments Made from New Chapel EMS Funds, pages 33 and 34	1,989.40	-	1,989.40
	<u>109,361.32</u>	<u>-</u>	<u>109,361.32</u>
Total - Jamey Noel, former CEO, and Kasey Noel, former Executive Assistant, jointly and severally			
Jamey Noel, former CEO, and Kevin Wilkerson, Shop Manager, jointly and severally:			
Unlawful Distributions From New Chapel EMS Credit Card, pages 10 through 17	40,773.19	-	40,773.19
Jamey Noel, former CEO, and Josey Noel, daughter, jointly and severally:			
College Tuition and Rent Expenditures for Noel's Daughters Paid for With New Chapel EMS Funds, pages 17 and 18	165,570.41	-	165,570.41
Jamey Noel, former CEO, and Gracy Noel, daughter, jointly and severally:			
College Tuition and Rent Expenditures for Noel's Daughters Paid for With New Chapel EMS Funds, pages 17 and 18	15,574.54	-	15,574.54
Expenditures Not Providing a Reasonable Benefit in the Furtherance of the Corporation's Purpose	<u>\$ 4,552,063.33</u>	<u>\$ 63,000.00</u>	<u>\$ 4,489,063.33</u>
Total Governmental Funds Provided by Clark and Floyd Counties			<u>\$ 3,886,388.80</u>
Inappropriate Expenditures in Excess of Governmental Funding			<u>\$ 602,674.53</u>
Jamey Noel, former CEO:			
Special Investigation Costs, page 42			<u>\$ 168,821.53</u>

This report was referred to the following:

- Richard Hertel (Ripley County), Special Prosecutor
- Indiana Attorney General, Todd Rokita
 - Medicaid Fraud Control Unit
 - Asset Recovery and Bankruptcy Litigation
 - Consumer Protection Division, Non-Profit and Charitable Giving
- Indiana Inspector General, David Cook
- Indiana Department of Revenue, Commissioner Bob Grennes
- United States Department of Health and Human Services

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AFFIDAVIT

STATE OF INDIANA)
Clark COUNTY)

We, Chris Sedam, CPA and James Donoho, Field Examiners, being duly sworn on our oaths, state that the foregoing report based on the official records of the Utica Township Volunteer Fire Fighters Association; d/b/a New Chapel Emergency Medical Service, Clark County, Indiana, for the period from January 1, 2019 to December 31, 2023, is true and correct to the best of our knowledge and belief.

Chris Sedam, CPA

James Donoho
Field Examiners

Subscribed and sworn to before me this 29 day of April, 2024.

Sabrina Corbin
Notary Public

My Commission Expires: August 29, 2030

County of Residence: Clark

