

**STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION**

In the Matter of a Complaint by Bradford Dimeo, New Haven

File No. 2017-026

AGREEMENT CONTAINING CONSENT ORDER

This agreement by and between Bradford Dimeo of the City of New Haven (hereinafter the "Respondent") and the authorized representative of the State Elections Enforcement Commission is entered into in accordance with Section 9-7b-54 of the Regulations of Connecticut State Agencies and Section 4-177(c) of the General Statutes of Connecticut. In accordance herewith, the parties agree that:

1. The Complaint in this matter was self-reported by Bradford Dimeo President and CEO of Dimeo Construction Company, a commercial construction company with offices in Providence, Boston, and New Haven.
2. The Complaint generally alleges that the Respondent, a principal of a state contractor, made impermissible contributions to and purchased impermissible advertising space from Connecticut political and party committees.
3. Under Connecticut law, a principal of a state contractor is, and was at all times relevant hereto, prohibited from making contributions to and purchasing advertising from party committees and political committees authorized to make expenditures to promote candidates for the general assembly and statewide office.
4. Specifically, General Statutes § 9-612 provides in pertinent part:

(F) "*Principal of a state contractor* or prospective state any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) *an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president,*

....

(2)(A) No state contractor, prospective state contractor, principal of a state contractor or *principal of a prospective state contractor, with regard to a state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;*

....

(C) *If a state contractor or principal of a state contractor makes or solicits a contribution prohibited under subparagraph (A) or (B) of this subdivision, as determined by the State Elections Enforcement Commission, the contracting state agency or quasi-public agency may, in the case of a state contract executed on or after the effective date of this section may void the existing contract with said contractor, and no state agency or quasi-public agency shall award the state contractor a state contract or an extension or an amendment to a state contract for one year after the election for which such contribution is made or solicited unless the commission determines that mitigating circumstances exist concerning such violation.*

(Emphasis added.)

5. General Statutes § 9-601a (a) (10) (B) further provides:

(B) The purchase of advertising space which clearly identifies the purchaser, in a program for a fund-raising affair or on signs at a fund-raising affair sponsored by a party committee or a political committee, other than an exploratory committee, provided the cumulative purchase of such space does not exceed two hundred fifty dollars from any single party committee or a political committee, other than an exploratory committee, in any calendar year if the purchaser is a business entity or fifty dollars for purchases by any other person. Notwithstanding the provisions of this subparagraph, *the following may not purchase advertising space in a program for a fund-raising affair or on signs at a fund-raising affair sponsored by a party committee or a political committee, other than an exploratory committee: (i) A communicator lobbyist, (ii) a member of the immediate family of a communicator lobbyist, (iii) a state contractor, (iv) a prospective state contractor, or (v) a principal of a state contractor or prospective state contractor. As used in this subparagraph, "state contractor", "prospective state contractor" and "principal of a state contractor or prospective state contractor" have the same meanings as provided in subsection (f) of section 9-612;*

(Emphasis added.)

6. It is undisputed that, at all times relevant hereto, Dimeo had contracts with the state of Connecticut in excess of \$50,000.
7. Moreover, it is further undisputed that, at all times relevant hereto, the Respondent was the President and CEO of Dimeo Construction Company.
8. By way of background, in June of 2012, Dimeo Construction Company was awarded a design/build agreement for the construction of a new residence hall on the Campus of

Central Connecticut State University. The contract for this project was with the Department of Administrative Services (“DAS”).

9. Recently, as the construction of the dormitory neared completion, DAS and Dimeo Construction Company agreed on an amendment to the contract to reflect changes that occurred during the design and construction phases of the project.
10. When DAS was reviewing the proposed amendment, the State flagged the aforementioned contributions as potentially disqualifying pursuant to General Statutes § 9-612. The Respondent then self-reported this Complaint to the Commission.
11. In his self-reported Complaint, the Respondent reported making the following contributions/ad book purchases that were confirmed by an independent investigation:

<i>West Haven Democratic Town Committee</i> (ad book)	\$125.00	02/23/12
<i>Urban Leadership Committee</i>	\$250.00	12/01/14

12. Specifically, the Respondent indicated that:

The \$250 donation to the Urban Leadership Committee originated from a general mail request and was not specific to any relationship or political cause. The contribution was made in the spirit of public community support and Mr. Dimeo did not know that the Urban Leadership Committee acted as a Political Action Committee.

13. The Respondent further claimed that:

The \$125 advertisement sponsorship to the West Haven Democratic Town Committee was made per the request of the staff of the then Mayor John Picard. The intent of this advertisement sponsorship was that it would not apply in the support of any statewide office holders.

14. At all times relevant hereto, the West Haven Democratic Town Committee was a party committee formed pursuant to the laws of the State of Connecticut and authorized to make expenditures for the benefit of general assembly and statewide candidates.
15. At all times relevant hereto, the Urban Leadership Committee was a political committee formed pursuant to the laws of the State of Connecticut and authorized to make expenditures for the benefit of general assembly and statewide candidates.
16. In addition to admitting to making the prohibited contribution and ad book purchase, the Respondent acknowledges that he completed a contributor certification card for the Urban Leadership Committee contribution, “but mistakenly checked the ‘No’ box for the state contractor question.”

17. The Commission finds that, at all times relevant hereto, Dimeo Construction Company was a “state contractor” as defined by General Statutes § 9-612.
18. The Commission further finds that, at all times relevant hereto, the Respondent was a “principal of a state contractor” as defined by General Statutes § 9-612.
19. The Commission further finds that, on February 23, 2012, the Respondent made an impermissible contribution to a party committee, in violation of General Statutes § 9-612.
20. The Commission further finds that, on December 1, 2014, the Respondent impermissibly purchased advertising space in a program book, in violation of General Statutes §§ 9-601a and 9-612.
21. Pursuant to General Statutes § 9-612 (f) (2) (C),

If a state contractor or principal of a state contractor makes or solicits a contribution as prohibited under subparagraph (A) or (B) of this subdivision, as determined by the State Elections Enforcement Commission, the contracting state agency or quasi-public agency may, in the case of a state contract executed on or after February 8, 2007, void the existing contract with such contractor, and no state agency or quasi-public agency shall award the state contractor a state contract or an extension or an amendment to a state contract for one year after the election for which such contribution is made or solicited unless the commission determines that mitigating circumstances exist concerning such violation. No violation of the prohibitions contained in subparagraph (A) or (B) of this subdivision shall be deemed to have occurred if, and only if, the improper contribution is returned to the principal by the later of thirty days after receipt of such contribution by the recipient committee treasurer or the filing date that corresponds with the reporting period in which such contribution was made;

22. The Commission has held that, that pursuant to General Statutes § 9-612 (f), a separate “mitigating circumstances” analysis is not reached unless the Commission determines that a violation has occurred. Therefore, the Commission finds that the violations by Respondent of the state contractor contribution ban, as detailed herein, allows the Commission to determine whether *mitigating circumstances* exist concerning such violations pursuant to General Statutes § 9-612 (f) (2) (C). *In the Matter of a Complaint by Attorney Brendon M. Fox on Behalf of Joseph Dasilva, Danbury*, File No. 2015-179.
23. General Statutes § 9-612 (f) (2) (C) provides possible relief from the mandatory voiding of the existing state contract and prohibition from the state contractor entering into future state contracts for one year after the election for which such contribution is made or solicited, if the Commission finds mitigating circumstances exist concerning the violation. If mitigating circumstances are found by the Commission, the contractual penalty is not automatic, but

the awarding agency retains discretion to amend a contract or award a new contract. The agency may still void a contract at its discretion if a violation of § 9-612 (f) (2) (C) occurs, even if mitigating circumstances are found pursuant to that section. *See, In the Matter of a Complaint by Attorney Brendon M. Fox on Behalf of Joseph Dasilva, Danbury*, File No. 2015-179.

24. In determining whether circumstances are “mitigating,” the Commission deems it necessary to consider any circumstances pertaining to the contribution by Respondent, as well as any contracts, agreements or pending bids or responses to RFPs between Dimeo Construction Company and DAS would, although not excusing the conduct, tend to reduce or militate against the harm of pay-to-play and/or influence peddling the state contractor contribution ban is designed to prevent.
25. Specifically, the Commission has consistently and historically determined that pursuant to General Statutes §9-612 (f) the state contractor ban is designed to eliminate the undue influence over the awarding of contracts that principals of state contractors who make contributions to candidate committees for statewide office and/or party committees could wield over those state actors awarding such contracts and to prevent the awarding of contracts in exchange for campaign contributions and various pay-to-play campaign finance schemes. *See In the Matter of a Complaint by Carla Squatrito, et al.*, File No. 2010-112; *In the Matter of a Complaint by Gerald T. Weiner, et al.*, File No. 2010-099; *In Re David Baxter, et al.*, File No. 2009-080; *In Re Charles Shivery*, File No. 2007-381; *In the Matter of Ronald Nault and Luchs Consulting Engineers, LLC*, File No. 2007-353; *In Re JCJ Architecture*, File 2008-120; *In Re Antinozzi Associates*, File No. 2014-009, *In the Matter of a Complaint by Curtis Robinson*, Plainville, File No. 2014-169; and, *In the Matter of a Complaint by Raymond Baldwin*, Trumbull, File No. 2015-009.
26. The Commission, finds after investigation, that there is a lack of evidence that the recipients of prohibited contributions and advertising purchases by Respondent had any nexus with, or ability to influence, the awarding of contracts or contract amendments or the acceptance bid proposals by Dimeo Construction Company.
27. Additionally, and upon investigation, the Commission finds a lack of evidence that the contributions described in this agreement were made in connection with any requests for or offers of assistance between the West Haven Democratic Town Committee or the Urban Leadership Committee and/or their agents and representatives and the Respondent pertaining to any contract or proposal to which Dimeo Construction Company was a party.
28. Pertaining to Respondent and his prohibited contributions detailed herein, the Commission determines that the following *mitigating circumstances* exist:
 - (1) Respondent consulted counsel regarding the contributions he made and upon learning of potential campaign finance violations caused this Complaint to be filed on his behalf;

- (2) There was no discussion or agreement by or between Respondent and the representatives of recipient committees, DAS or the State that Respondent might receive some favored treatment in exchange for the contributions that Respondent made after he became a state contractor or prospective state contractor.
 - (3) There was no discussion, agreement, or understanding that any of the parties or their agents would provide assistance to Respondent in his efforts to compete for awards of State contracts in exchange for contributions to the recipient committees.
 - (4) There was nothing inherent in the circumstances of the solicitation or contribution to a party (town) committee or ongoing political committee that would raise the issue of prohibited contributions to statewide candidate committee for the Respondent.
29. The Commission concludes pursuant to General Statutes § 9-612 (f) (2) (C) that mitigating circumstances existed pertaining to the violations found in connection with the contributions and advertising purchases by Respondent to the West Haven Democratic Town Committee and the Urban Leadership Committee such that Dimeo Construction Company is not statutorily barred from continuing, effectuating or otherwise implementing existing contracts, contractual obligations or being awarded contracts based on pending bids or RFPs between it and DAS.
30. The Commission determines after investigation that the policy behind General Statutes § 9-612 (f) to address “pay-to-play” and/or influence peddling schemes relating to campaign contributions and the awarding of state contracts was not circumvented under these narrow facts and circumstances and therefore allowing Dimeo Construction Company to continue its contractual relationships, obligations or bid proposals with DAS does not compromise the state’s interests to insure integrity in its campaign financing system.
31. Accordingly, the Commission concludes that these mitigating circumstances concerning the violations by Respondent do *not* bar DAS pursuant to General Statutes § 9-612 (f) (2) (C) from negotiating or fulfilling its contracts, other contractual obligations, or awarding or entering into such agreements with Dimeo Construction Company and DAS as an executive agency may exercise discretion consistent with authority under § 9-612 (f) (2) (C).

32. Respondent admits all jurisdictional facts and agrees that this Agreement and Order shall have the same force and effect as a final decision and Order entered after a full hearing and shall become final when adopted by the Commission. Respondent shall receive a copy hereof as provided in Section 9-7b-56 of the Regulations of Connecticut State Agencies.
33. It is understood and agreed that this agreement will be submitted to the Commission at its next meeting and, if it is not accepted by the Commission, it is withdrawn by the Respondents and may not be used by either party as an admission in any subsequent hearing, if the same becomes necessary.
34. Respondent waives:
 - a. any further procedural steps;
 - b. the requirement that the Commission's decision contain a statement of findings of fact and conclusions of law, separately stated; and,
 - c. all rights to seek judicial review or otherwise to challenge or contest the validity of the Order entered into pursuant to this agreement.
35. Upon Respondent's compliance with the Order hereinafter stated, the Commission shall not initiate any further proceedings against Respondent pertaining to this matter, and this agreement and order does not serve as a prospective ban on future contracts between Respondent and state agencies.

ORDER

IT IS HEREBY ORDERED THAT the Respondent shall henceforth strictly comply with the requirements of General Statutes § 9-612.


IT IS HEREBY FURTHER ORDERED THAT the Respondent shall pay a civil penalty in the amount of two thousand dollars (\$2,000.00).


The Respondent:

For the State of Connecticut:

By:

By:

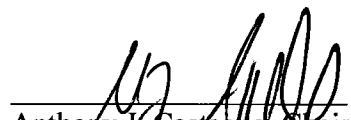

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Dated: 7/12/17

Dated: 7/14/17

Adopted this 19th day of July, 2017 at Hartford, Connecticut


~~Anthony J. Castagna, Chairman~~ Michael J. Ajello
By Order of the Commission

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ENFORCEMENT COMMISSION