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ENFORCEMENT COMMISSION

**STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION**

In the Matter of a Complaint by Bruce Wandelmaier (Self-Report),
Brookfield

File No. 2018-063

STIPULATED AGREEMENT

This agreement by and between Bruce Wandelmaier of the Town of Brookfield, County of Fairfield, State of Connecticut (hereinafter "Respondent") and the authorized representative of the State Elections Enforcement Commission is entered into in accordance with § 9-7b-54 of the Regulations of Connecticut State Agencies and § 4-177(c) of the General Statutes of Connecticut. In accordance herewith, the parties agree that:

1. The Complaint was self-reported by Attorney Brendan M. Fox, Jr., on behalf of Respondent and Webster Financial Corporation/Webster Bank, N.A, (hereinafter the "Webster Bank").
2. Respondent, at all times relevant to this complaint, was an Executive Vice President and Treasurer of Webster Bank. The self-reported potential violation was described as follows:
[T]he purpose of my correspondence is to report on behalf of [Webster Bank] and Mr. Bruce Wandelmaier, an Executive Vice President and Treasurer of the Webster Bank, the potential for an unintentional violation of the State's campaign finance laws as applied to State contractors and the principals of State contractors. Technically, an improper contribution may have been made by Mr. Wandelmaier to a statewide office exploratory committee in July 2017.
3. By way of background, Respondent has no prior history with the Commission. Further, Webster Bank was on the "List Two – State Contractors Prohibited from Contributing to Statewide Candidates" maintained and published by the Commission.
4. Further, there is no dispute that Webster Bank, headquartered in Waterbury, Connecticut, has been and remains a party to State of Connecticut contracts with the Executive Branch whose vales equals or exceeds \$50,000, which makes it a state contractor for purposes of General Statutes § 9-612.

(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. 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, ...
[Emphasis added.]

6. Upon investigation, it was determined that Webster Bank, as a state contractor, provides cash management services to the State of Connecticut and that Respondent in his position as a treasurer and as an executive vice president is a “principal of a state contractor” pursuant to General Statutes § 9-612 (f) (1) (F) (ii). Furthermore, the Commission finds that Respondent on July 17, 2017 made a single contribution for \$100.00 to “Comeback Connecticut Committee,” an exploratory committee that was established by Mark D. Boughton, to explore a potential for statewide office in the 2018 election cycle. The contribution did not comport with the requirements of General Statutes § 9-612 (f).
7. The following facts and assertions, remain credible after the investigation: (1) Respondent responded to a piece of direct mail that he received at his home from the Boughton exploratory committee; (2) Respondent, based on this direct mail, was prompted to make an on-line contribution in the amount of \$100.00; and, (3) At the time of the contribution as well as any time thereafter, there was and has been no direct communication between Respondent and any representative from the committee, including the then-potential and subsequent candidate.

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; *In the Matter of a Complaint by Raymond Baldwin*, Trumbull, File No. 2015-009; *In the Matter of a Complaint by Raymond Baldwin*, Trumbull, File No. 2015-009; *Complaint by John Traynor*, Bridgeport, File No. 2018-002; and *Complaint by Shawn T. Wooden*, Hartford, File No. 2018-024.

13. The purpose of this self-reported potential violation of the state contractor contribution prohibition by Respondent to the Commission, was so that the Commission may determine and conclude if violations have occurred based on its review and investigation and if mitigating circumstances concerning such violations existed. The Commission determines in this instance that the following *mitigating circumstances* would exist pertaining to the contribution governed by General Statutes § 9-612 (f):
 - (1) Respondent self-reported this matter;
 - (2) There was lack of evidence that an agreement by or between Webster Bank or Respondent and the potential candidate, representatives of the agencies with which the Webster Bank may have a contract, or the State of Connecticut that the Webster Bank may receive some favored treatment in exchange for contribution that Respondent made to the Boughton exploratory committee;
 - (3) There was a lack of evidence that there was any expectation that the potential candidate would provide assistance to the Webster Bank in its efforts to compete for awards of State of Connecticut contracts; and,
 - (4) The potential candidate for statewide office was not involved with awarding contracts between Webster Bank and the State of Connecticut at the time.

14. The Commission concludes pursuant to General Statutes § 9-612 (f) (2) (C) that *mitigating circumstances* existed pertaining to the contribution by Respondent to the committee named herein, such that Webster Bank would not be statutorily barred from continuing its negotiations to effectuate or implement any contracts or amendments to existing contracts between it and the State of Connecticut.

matter, and this Stipulated Agreement does not serve as a prospective ban on future contracts between Webster Bank, its subsidiaries and state actors and/or entities.

ORDER

IT IS HEREBY ORDERED THAT the Respondent shall henceforth strictly comply with the requirements of General Statutes § 9-612(f); and,

IT IS HEREBY FURTHER ORDERED THAT the Respondent shall make a remittance in the amount of three hundred dollars (\$300.00) to the Commission, in full and final resolution of this matter.

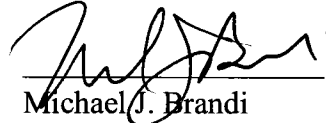
The Respondent:

For the State of Connecticut:

BY:

BY:





Bruce Wandelmaier

Michael J. Brandi

5 Muirwood Court

Executive Director and General Counsel

Brookfield, Connecticut

And Authorized Representative of the
State Elections Enforcement Commission

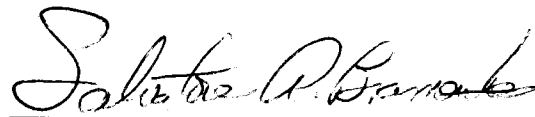
Dated: 10/17/18

20 Trinity Street, Suite 101

Hartford, Connecticut

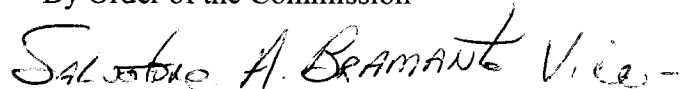
Dated: 10/23/18

Adopted this 14th day of November, 2018 at Hartford, Connecticut



~~Anthony J. Castagno~~, Chairman

By Order of the Commission

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