

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION

In the Matter of a Complaint by Christopher Tymniak,
Fairfield

File No. 2019-174

FINDINGS AND CONCLUSIONS

The Complainant, Christopher Tymniak, brings this Complaint pursuant to Connecticut General Statutes § 9-7b, alleging that Michael C. Tetreau, while Fairfield First Selectman, used municipal funds to promote his campaign for re-election at the November 5, 2019 municipal election in the Town of Fairfield and thereby violated campaign finance laws. The following are the Commission's Finding and Conclusions.

1. The Respondent, Michael C. Tetreau, at all times relevant to these allegations, was First Selectman and candidate for re-election in the Town of Fairfield at the November 5, 2019 election.
2. Complainant alleged that Respondent, "in his official capacity," used Fairfield municipal funds to pay for a "campaign consultant" that he "disguised" as an expense for environmental consulting for purposes town record keeping. Complainant alleged that Respondent did so in response to a public scandal pertaining to illegal dumping of waste by Fairfield town officials that was leading to arrests in the months leading up to the 2019 municipal election.
3. More specifically, Complainant alleged that:
The Tetreau 2019 Chairperson, Candidate, Treasurers and Deputy Treasurer violated the Election Laws of the State of Connecticut by inappropriately hiring a campaign advisor with taxpayer funds ... Moreover, Mike Tetreau and [his campaign] concealed the payments to G7 Reputation Advisory LLC as payments to an "environmental consultant." [They] knew that G7 Reputation Advisory LLC was not performing environmental consulting as evidenced by the political advisory services ...
4. Complainant pointed out that the reputation plan itself included targeting "opponents" and asserted that it was designed to protect Respondent's personal reputation and "to call out those who irresponsibly raised public fears." Complainant claims that the "...management plan discusses political strategy and protecting [Respondent's] image in anticipation of the upcoming election." Complainant claimed that the only conclusion was that the town's expenditure was to support Respondent's re-election.
5. The use of public funds by an incumbent, within 3 months of an election, to publish promotional materials or the authorization of the use of public funds for promotional advertising, within 12 months of an election, is prohibited by General Statutes § 9-610 (d).

6. General Statutes § 9-610, provides in pertinent part that:
 - (d) (1) No incumbent holding office shall, during the three months preceding an election in which he is a candidate for reelection or election to another office, *use public funds to mail or print flyers or other promotional materials intended to bring about his election or reelection.*

 - (2) No official or employee of the state or a political subdivision of the state *shall authorize the use of public funds for a television, radio, movie theater, billboard, bus poster, newspaper or magazine promotional campaign or advertisement*, which (A) features the name, face or voice of a candidate for public office, or (B) promotes the nomination or election of a candidate for public office, during the twelve-month period preceding the election being held for the office which the candidate described in this subdivision is seeking.
[Emphasis added.]
7. The use of funds to pay for a campaign consultant and thereby defray the costs to a candidate committee is prohibited by General Statutes §9-622 (5).
8. General Statutes § 9-622, provides in pertinent part that the following persons shall be guilty of “illegal practices”
 - (5) Any person who, directly or indirectly, pays, gives, contributes or promises any money or other valuable thing *to defray or towards defraying the cost or expenses of any campaign, primary, referendum or election to any person*, committee, company, club, organization or association, *other than to a treasurer*, except that this subdivision shall not apply to any expenses for postage, telegrams, telephoning, stationery, express charges, traveling, meals, lodging or photocopying incurred by any candidate for office or for nomination to office, so far as may be permitted under the provisions of this chapter;
9. By way of background, at all times relevant to this complaint, a scandal pertaining to the handling and dumping of landfill by the Town of Fairfield was the subject of public scrutiny and debate, as well as thorough local media coverage. The scandal resulted in law enforcement actions regarding illegalities by Fairfield public employees and their agents.

10. Effective August 1, 2019 the Town of Fairfield, First Selectman's Office entered into a Consulting Agreement with Christopher Gidez a consultant and partner of G7 Reputation Advisory LLC (hereinafter "G7 Reputation").
11. According to minutes from the October 21, 2019 Fairfield Board of Finance, G7 Reputation was paid out of the Department of Public Works Budget. Respondent represents that Christopher Gidez, the consultant for G7 Reputation, was hired to handle the public scandal relating to the municipal operations and its handling of land fill and therefore the DPW budget was used.¹
12. Upon investigation, the Commission finds that the "Near- And Mid-Term Issue Management Plan," provided by G7 Reputation and provided by Complainant to frame his allegations, delineated the following objectives: 1) Ensure the public has accurate and complete information, 2) Drive the conversation and narrative, not follow it or respond to it and 3) Assure the public and maintain confidence in the Town and its leadership.²
13. The Commission further finds that the Consulting Agreement between Mr. Gidez of G7 and the Fairfield Office of the First Selectman provides the following description of services: "Strategic communications counsel and support ... [with] writing, research, editing, development of strategies and plans and any other communications, crisis planning and response services as requested by The Town."
14. In response to this complaint and investigation, Mr. Gidez asserted the following belief and understanding: "My work for the town (August 2019-October 2019) was limited to providing communications counsel and support to the town during the period in which it was faced with a crisis related to the alleged dumping of hazardous material at its landfill, and the allegations of use of allegedly contaminated soil and aggregate from the landfill on park and school properties. I did not work for Respondent's campaign organization nor was any of my work for the town related to the campaign."

¹ In the course of the investigation Mr. Gidez, when questioned on whether he considered himself an Environmental Consultant, or whether he offered environmental consulting as a service and if he could describe his qualifications for such, he replied "I am not an environmental consultant; I am a communications consultant, with a specialty in crisis and risk communications. Much of my work involves environmental matters, but there is a clear distinction between what I do and what an environmental consultant does. I do not represent myself as an environmental consultant." [Emphasis supplied.]

² More specifically, as excerpted, the G7 Reputation draft communications plan identified "The Key Message Themes" as follows: (1) Public safety is paramount, (2) Breach of public trust will not be tolerated, (3) The Town and its leadership are moving with urgency and resolve and (4) Politics must take a back-seat; the interests of the town residents comes first.

15. Upon review of email communications, consulting plans and board minutes, the Commission finds a lack of evidence that such materials, communications or web-based deliverables pursuant to the agreement are in support of or opposition to any candidate. Specifically, they did not directly, or indirectly, reference the fact that Respondent was a candidate for re-election at the November 5, 2019 municipal election in Fairfield.
16. Moreover, in the course of this complaint and investigation, the Commission finds that, with regard to the hiring of G7 Advisory, Respondent asserted that he wanted to make sure the Town was prepared to communicate with residents the arrests and the soil testing.” The First Selectman also stated, “Mr. Gidez was hired for his extensive background on environmental issues – he was not hired for his company or as a reputation advisor. Respondent indicated that Mr. Gidez set up content for a webpage on the fill issues and soil testing.”
17. The Commission finds that a webpage entitled “Fill Use Issues” was incorporated on the Town of Fairfield’s website on August 19, 2019 as part of the work of G7 Reputation advisors. That webpage indicated that “... [it] was set up on August 9, 2019 to provide the public with ongoing information related to environmental testing.” Further, among various informational links it included a link to: “8/9/2019 - A Message from First Selectman Tetreau on Gould Manor Park and the Fill Pile. (hereinafter “the Message”).”
18. The Commission finds that the Message from Respondent was an update and explanation regarding the land fill scandal and contained his municipal email address for purposes of contacting him with questions. The Message was signed by Respondent as First Selectman.
19. The Commission has previously held that the Commission “...may look to indicia to give guidance in evaluating whether a communication that clearly identifies candidates within 90 days of election, but nevertheless provides only incidental benefit to those candidates or their opponents.” *See In the Matter of Joseph Romano*, Southington, File No. 2018-115.
20. Further, the Commission in *Romano*, provided that such “indicia” for evaluating whether a communication that clearly identifies a candidate within 90 days of an election, but nevertheless “provides only incidental benefit,”³ depending on the facts, may include:
 - *Distribution*;
 - *Allocation of space and message*;
 - *Cost*;

³ The Commission in *Romano*, made clear that the identification of these indicia in its determination of whether a communication provides “incidental benefit” to a clearly identified candidate “...incorporate[s] the reasoning behind Declaratory Ruling 2011-03 and Advisory Opinion 2014-04.”

- *Series;*
- *Citizens' Election Program;*
- *Endorsements;*
- *Prior bad history;*
- *Coordination;* and,
- *Disclosure.*

21. The Commission has not established fixed standards for evaluating whether an activity impermissibly defrays the costs of a campaign but the indicia applied when determining whether a campaign receives an "incidental benefit" from certain expenditures is instructive.
22. In applying these factors to the circumstances alleged herein, the Commission finds that the use of the Respondent's name and title as first selectman was incidental to the broader message of the webpage and its links that addressed an issue of great local concern in Fairfield and was minor with respect to the overall content of the "Fill Use Issues" webpage and its links.
23. Furthermore, as pertaining to the broader use of G7 Reputation and any resulting communications and deliverables the indicia in evaluating such communications included :
 - a. The amount of space and messaging on the "Fill Use Issues" webpage allocated to the Respondent and the link to the Message was relatively small. The webpage also included links to news sources, Frequently Asked Questions, Testing Protocols; Testing Sites, Testing Results and links to dozens of other pages of informational materials;
 - b. With the exception of the single page Message, the informational content on the "Fill Use Issues" webpage pertains to the land fill scandal and there is otherwise an general absence of either referencing or naming the Respondent or his office;
 - c. All of the text is devoted to general and specific messaging pertaining to the public scandal and none is specific to Respondent's re-election campaign and does not mention his opponent at the November 5, 2019 municipal election in Fairfield.
 - d. As a candidate for First Selectman, Respondent was involved with a municipal election and therefore any issues pertaining to the CEP was not applicable.
 - e. The Respondent does not have a history of campaign violations with the Commission.

24. The Commission concludes therefore that, under these narrow and specific circumstances, the hiring of a reputation consultant by the First Selectman to respond to a public scandal regarding municipal officials and the dumping of hazardous land fill in Fairfield, where such services and deliverables did not promote the success or defeat of either candidate for First Selectman at the Fairfield municipal election on November 5, 2019, did not provide adequate indicia to conclude that such hiring was for campaign purposes.
25. Consequently, the Commission concludes, in this instance, that the hiring of the consultant in this instance, did not constitute or rise to the level of the hiring of a campaign consultant by the Town of Fairfield on behalf of Respondent; and did not trigger or fall within the parameters for General Statutes § 9-610 and 9-622, as they pertain to their prohibitions against using public funds in support of an incumbent's re-election or defraying costs for such a campaign, respectively.
26. Accordingly, it is the determination of the Commission that the Commission will take no further action and that this complaint should be dismissed.

ORDER

The following Order is recommended on the basis of the aforementioned findings:

That the Complaint be dismissed.

Adopted this 3rd day of March, 2021 at Hartford, Connecticut.



Stephen T. Penny, Chairperson
By Order of the Commission