



**State of Connecticut**  
**HOUSE OF REPRESENTATIVES**  
**Select Committee of Inquiry**  
STATE CAPITOL  
HARTFORD, CONNECTICUT 06106-1591

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FINAL REPORT OF THE SELECT COMMITTEE OF  
INQUIRY PURSUANT TO HOUSE RESOLUTION 702

June 28, 2004

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## **I. Introduction**

This final report of the Select Committee of Inquiry of the Connecticut House of Representatives (the "Select Committee" or "Committee") summarizes the impeachment inquiry that the Committee conducted pursuant to House Resolution 702. The Committee was established on January 26, 2004 to investigate alleged misconduct by Governor John G. Rowland and to submit findings and recommendations to the House of Representatives, including whether sufficient grounds existed to impeach him under Article Ninth of the state Constitution.

This final report summarizes: (a) the Select Committee's formation and mandate; (b) the Select Committee's rules and procedures; (c) the investigative process; (d) the standards for impeachment under Connecticut's Constitution; and (e) the evidence presented during eight days of public hearings. The Appendix to this final report contains timelines and charts that summarize key events relating to each of the topics on which the Committee either heard or was prepared to hear evidence at public hearings.

On June 21, 2004, prior to the completion of the Committee's evidentiary hearings, Governor Rowland announced his resignation from office, effective July 1, 2004 at noon. In light of the Governor's pending resignation, the Committee suspended its hearings. Accordingly, this final report makes no recommendation to the House of Representatives on whether Governor Rowland's conduct warrants impeachment.

## **II. The Select Committee's Formation and Mandate**

On November 25, 2003, a press report raised questions about who paid for renovations to Governor Rowland's cottage on Bantam Lake in Litchfield, Connecticut. Governor Rowland initially denied that free work had been done at the cottage and said instead that he and his wife had paid for the repairs. However, in the weeks that followed the press report, it became clear that certain contractors were not paid until many years after their work was completed, and that other work had been done for free.

On December 12, 2003, Governor Rowland issued a statement admitting that he had provided inaccurate and incomplete information about the cottage work. He apologized to the press and the citizens of Connecticut and disclosed that friends, members of his staff, state employees and state contractors had paid for or provided free work. Governor Rowland denied that any of these individuals or entities received any benefit from his office or the state in exchange for their involvement at the cottage.

Governor Rowland's statement did not put to rest questions about the cottage or a wide range of other issues that came under intense media scrutiny, including the lease and sale of a condominium he owned in Washington, D.C.,

and gifts and vacations he had received or taken. As a result, on January 14, 2004, Speaker of the House Moira K. Lyons announced that the House of Representatives would form a bipartisan committee consisting of five Republican Representatives and five Democrat Representatives to consider whether to recommend Governor Rowland's impeachment.

On January 26, 2004, a Select Committee of Inquiry was formally established pursuant to House Resolution 702. The Speaker appointed Representative Arthur J. O'Neill (R-Southbury) to co-chair the Select Committee with Representative John Wayne Fox (D-Stamford). Representatives James W. Abrams (D-Meriden), Jacqueline M. Cocco (D-Bridgeport), Michael P. Lawlor (D-East Haven), Wade A. Hyslop (D-New London), Ruth C. Fahrbach (R-Windsor), William A. Hamzy (R-Plymouth), Raymond C. Kalinowski (R-Durham) and Claudia M. "Dolly" Powers (R-Greenwich) also were named to serve. The five Republican Representatives were named upon the recommendation of House Minority Leader Robert M. Ward. The Committee was commanded "to conduct a comprehensive investigation relating to misconduct by Governor Rowland, and submit its findings and recommendations to the House of Representatives, including whether sufficient grounds exist for the House to exercise its power to impeach Governor Rowland pursuant to Article Ninth of the state Constitution."<sup>1</sup> The Resolution did not limit the scope of the Committee's inquiry, but did set an initial deadline for the work of April 14, 2004.

On February 11, 2004, the Select Committee retained Steven F. Reich of the law firm Manatt, Phelps & Phillips, LLP to serve as its Special Counsel. Immediately following the selection of Attorney Reich, the Committee adopted rules and procedures, defined the scope and priorities of the investigation, and identified and considered appropriate standards for impeachment. In late February 2004, the Committee voted to retain James B. Mintz of The Mintz Group as its chief investigator.

### **III. The Select Committee's Rules and Procedures**

On February 19, 2004, the Committee adopted procedures governing the receipt and presentation of evidence. The rules granted personal counsel for Governor Rowland and counsel for the Office of the Governor significant roles in the inquiry. Notably, the rules required that they receive advance notice of hearings and permitted them to attend all hearings -- even those held in executive session -- during which the Committee was to hear testimony from witnesses, even if such hearings were to be held in executive session. Under the Committee's rules, counsel for the Governor and the Office of the Governor also were entitled to receive documentary evidence in advance of hearings, object to the admissibility of evidence, question witnesses, and respond to the Committee's final report.

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<sup>1</sup> H. Res. 702, § 1.

On March 19, 2004, the Committee adopted rules governing depositions. The Deposition Procedures of the Select Committee of Inquiry authorized Special Counsel and members of his staff to take depositions under oath. The rules limited attendance at depositions to Special Counsel, the witness and his counsel, a stenographer and videographer, and the Chairpersons of the Select Committee or their designees. Witnesses were permitted to review their deposition transcripts and the Committee was required to provide copies of final transcripts and/or videotapes to counsel for Governor Rowland and the Office of the Governor.

#### **IV. The Investigative Process**

##### **A. The Factual Investigation**

As noted, House Resolution 702 set an initial deadline for the Committee's work of April 14, 2004.<sup>2</sup> In an effort to prioritize its work and meet that deadline, the Committee identified five initial areas of inquiry:

- (1) the Litchfield cottage renovations;
- (2) gifts from state employees and contractors;
- (3) state contracts;
- (4) vacations taken by the Governor and Mrs. Rowland; and
- (5) real estate transactions, including the lease and sale of the Governor's condominium in Washington, D.C.

The Committee issued its first document subpoenas on February 26, 2004, including comprehensive subpoenas to the Governor and Mrs. Rowland and the Office of the Governor. In all, the Committee issued a total of 140 document subpoenas, conducted hundreds of witness interviews and gathered approximately 409,000 pages of documents.<sup>3</sup> The Committee also deposed five witnesses.<sup>4</sup>

From the outset, the Committee faced a number of obstacles that hampered its access to key witnesses and important information. One of the more difficult challenges resulted from the ongoing federal grand jury investigation into alleged misconduct in the Rowland Administration, which

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<sup>2</sup> That deadline was extended to May 5, 2004, and later to June 30, 2004.

<sup>3</sup> The Office of the Governor and Governor Rowland, respectively, produced 98,000 and 3,100 of those pages. State agencies produced approximately 220,000 pages. Counsel for Governor Rowland and the Office of the Governor accordingly had contemporaneous access to many of the documents produced to the Committee.

<sup>4</sup> The Committee deposed Mary Ann Hanley, Michael Cicchetti, Marc Ryan, David O'Leary and Jo McKenzie.

significantly impacted and limited the Committee's ability to gather information. Specifically, many of the witnesses whose testimony and documents were relevant to the Committee's inquiry also were integral to the federal investigation. As a result, a number of key witnesses invoked their constitutional privilege against self-incrimination and declined to respond to the Committee's demands for information.<sup>5</sup>

**B. The Governor and Mrs. Rowland's Refusal to Produce Documents or Testify About Document Production**

On February 26, 2004, the Select Committee served subpoenas on the Governor and Mrs. Rowland calling, in part, for the production of personal financial and tax information. Initially, the Governor and Mrs. Rowland objected to the production of these materials on grounds that their personal finances were not relevant to the Committee's inquiry. Subsequently, they raised objections on privacy grounds. In mid-March, after extended and difficult negotiations, the Committee reached an understanding with their respective counsel that the Governor and Mrs. Rowland would produce responsive materials in redacted form.

Notwithstanding the negotiated agreement, documents from the Governor and Mrs. Rowland were not forthcoming. Additional negotiations with their attorneys failed to resolve these issues. Accordingly, the Committee issued subpoenas to the Governor and Mrs. Rowland to appear before the Committee on April 30, 2004 to testify, or to designate a representative to testify, regarding their failure to comply with the Committee's document subpoenas. On the return date of the subpoenas, neither the Governor nor Mrs. Rowland appeared to testify and neither designated a representative to testify on their behalf. As a result, the Committee ordered its Special Counsel to draft an article of impeachment against the Governor based on his failure to cooperate with the inquiry. The article of impeachment was presented to the Committee on May 14, 2004. At that time, the Committee accepted the draft article, but deferred its consideration until the conclusion of the inquiry.

**C. Litigation Challenging the Committee's Subpoenas**

The Committee met significant resistance to its work in the form of litigation challenging the Committee's subpoena authority, including litigation filed by the Governor's Office. On May 18, 2004, the Select Committee served a subpoena on the Governor requiring his testimony as the first witness at public evidentiary hearings, which were to commence on June 7, 2004.<sup>6</sup> On June 1,

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<sup>5</sup> The witnesses who invoked their privilege against self-incrimination were Lawrence Alibozek, Joseph Calabrese, Michael Cicchetti, Anthony Cocchiola, Christine Corey, P.J. Delahunty, Vincent DeRosa, Peter Ellef, Robert Matthews, David O'Leary, Kristine Ragaglia, Michael Tomasso and William Tomasso.

<sup>6</sup> At the request of counsel for the Governor's Office, the Committee agreed to delay the start of public evidentiary hearings, and continue the return date of the subpoena, to June 8, 2004.

2004, the Office of the Governor filed a complaint for injunctive and declaratory relief against the Committee in the Superior Court for the Hartford Judicial District, seeking a ruling that the subpoena violated the constitutional requirement of separation of powers. The Office of the Governor simultaneously sought a ruling quashing the Committee's subpoena. The matter was briefed by the parties and argued before the Superior Court on June 7, 2004.

Following oral argument, the Superior Court, the Honorable John J. Langenbach, issued a Memorandum of Decision, denying the relief sought by the Office of the Governor. The Governor's Office thereafter sought certification of the matter directly to the Connecticut Supreme Court, which granted review with the consent of the Select Committee. The Court also ordered expedited briefing and oral argument. Oral argument was held on June 18, 2004 and, later that day, the Supreme Court issued a per curiam preliminary opinion denying the Governor's Office's motion to quash the Committee's subpoena. In so doing, the Supreme Court rejected the Governor's Office's argument that the Committee lacked constitutional authority to subpoena the Governor to testify in an impeachment inquiry.

In addition to the Governor's Office's lawsuit, a number of witnesses who sought to resist document subpoenas sued the Committee. The Committee either succeeded in defending these lawsuits, negotiated a resolution of them, or required the recipient to invocation the privilege against self-incrimination as a defense to the enforcement of the Committee's subpoena.

## **V. The Standards for Impeachment**

This section of the Report summarizes the constitutional standards and burden of proof applicable to the impeachment of a Governor.<sup>7</sup> Both Special Counsel to the Committee and counsel for the Office of the Governor submitted reports on these issues to the Committee. The following sets forth the Committee's views on impeachment standards and the laws implicated by Governor Rowland's conduct.

### **A. Abuses of Power, Office or Public Trust**

Impeachment is a remedy for abuses of power, office or public trust committed by public officials. In perhaps the most famous statement of what constitutes an impeachable offense, Alexander Hamilton wrote in the Federalist Papers that impeachable acts "proceed from the misconduct of public men, or, in other words, from the abuse or violation of some public trust. They are of a

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<sup>7</sup> At the Committee's direction, on March 5, 2004, its Special Counsel submitted a report on the standards for impeachment under the Connecticut Constitution ("Report of Special Counsel to the Select Committee of Inquiry on the Standards for Impeachment under the Connecticut Constitution"). The report more fully discusses the interests protected by impeachment, the standards for impeachment in Connecticut and under federal and other state laws, and the burden of proof to be applied in considering whether to recommend articles of impeachment.

nature which may with peculiar propriety be denominated POLITICAL, as they relate chiefly to injuries done immediately to the society itself.”<sup>8</sup>

Historically, impeachable offenses have required proof of substantial misconduct resulting in injury to the state. As the staff of the Watergate Committee wrote in its report in that matter, “undermining the integrity of office, disregard of constitutional duties and oath of office, arrogation of power, abuse of the governmental process [and] adverse impact on the system of government” have been the focus of prior impeachment proceedings.<sup>9</sup>

Connecticut’s Supreme Court has made clear that the state’s Constitution must be understood in light of federal standards for impeachment, and that a core concern of the state’s drafters was to prevent public officials from abusing their authority. Proceedings during Connecticut’s only prior experience with impeachment, which occurred in 1984 and involved Probate Judge James H. Kinsella, solidify this understanding. Indeed, Special Counsel to the Select Committee in the Kinsella matter voiced his view that impeachment is a “cure” for abuses of office.

Also relevant is whether a pattern of abusive acts exists. To determine whether a pattern of conduct justifies a recommendation of impeachment, a two-step approach is appropriate. First, Members ask whether any of the evidence, standing alone, rises to the level of impeachable conduct. If an individual act warrants impeachment, Members can rely solely on that evidence without regard to a pattern of conduct.

However, if the individual acts standing alone do not rise above the threshold for impeachment, then the cumulative weight of the evidence and the existence of an overall pattern of conduct should be considered. For example, a series of repeated acts might lead Members to conclude that the acts were not mistakes or accidents, but intentional and therefore more serious. Similarly, taking the evidence as a pattern might add weight and substantiality to the individual acts that, standing alone, they lacked. Members also could conclude that, while a single mistake by a public official is forgivable, a pattern of similar mistakes is not. On the other hand, Members might determine that a pattern of conduct reveals nothing more than a series of minor, non-impeachable indiscretions.

In considering the evidence presented, Members would not have been bound to apply any particular burden of proof. Instead, they would have been guided by the fact that Connecticut’s Constitution required the Governor to

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<sup>8</sup> *Federalist No. 65*, reprinted in Dawson, *The Federalist* 453-54 (1864).

<sup>9</sup> Committee on the Judiciary of the United States House of Representatives, *Report by the Staff of the Impeachment Inquiry, Constitutional Grounds for Presidential Impeachment* at 26 (Feb. 1974).

relinquish his office following any impeachment by the House and pending trial in the Senate. As such, a decision to impeach necessarily would have interfered, even if temporarily, with the Governor's term of office. Accordingly, the Committee's Special Counsel recommended Committee Members apply a standard of "clear and convincing" proof. However, a lower "preponderance of the evidence" burden of proof also would have comported with historical impeachment precedents.

## **B. Discussion of Potential Criminal Conduct**

Although Members need not have determined that Governor Rowland committed a crime to conclude that an impeachable offense was committed, the evidence presented in this matter could implicate statutes providing for criminal sanctions. By including this discussion, the Committee does not suggest that any such violations occurred and makes no such findings. Rather, this discussion is provided solely as background for the issues addressed during the hearings.

### **(1) Connecticut's Ethics Laws**

Rachel Rubin, former managing director of the State Ethics Commission (the "Ethics Commission" or "Commission"), testified that the purpose of Connecticut's ethics laws is twofold: (1) to ensure that public servants act in the best interests of the state, and not in their own self-interest; and (2) to create a level playing field for those seeking access to state benefits and services. Ms. Rubin testified that the Commission has the authority to refer intentional ethics violations for criminal prosecution, and that such violations are punishable by up to one year in prison.<sup>10</sup> Ms. Rubin also testified that the ethics code expressly reserves for the General Assembly the authority to impeach a public official for ethical violations, even when the conduct at issue is punishable either as a civil or criminal violation.<sup>11</sup>

According to Ms. Rubin, Connecticut law restricts a public official's right to benefit financially from the use of his office, as well as to receive gifts from "restricted" and "non-restricted" donors.<sup>12</sup> Ms. Rubin explained that harm to the public is caused where a gift-giver competes with a non-gift-giver for a specified public benefit or service since the public cannot know whether the public official's allocation of the benefit or service was influenced by the gift provided him or her. In other words, was the public official's decision made on the merits or based upon a benefit received? For this reason, Ms. Rubin explained that public

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<sup>10</sup> Conn. Gen. Stat. § 1-89(a).

<sup>11</sup> *Id.* § 1-89(b).

<sup>12</sup> Ms. Rubin explained that "restricted donors" are registered lobbyists or those doing business with or seeking to do business with, or whose activities are directly regulated by, the public official's department or agency. Conn. Gen. Stat. § 1-84(m). Non-restricted donors are those who do not fall within the prohibitions of § 1-84(m).

officials are prohibited from receiving supplements to their public salaries in the form of additional financial gain or gifts. Accordingly, Ms. Rubin testified that financial gain provided to public officials through the use of a public office, or by the acceptance of gifts in violation of law, can result in a corrosion of the public's trust in government.

**(a) Gifts From Non-Restricted Donors**

Section 1-84(c) of the Connecticut General Statutes provides, in relevant part, that “no public official or state employee shall use his public office or position . . . to obtain financial gain for himself, [or] his spouse . . . .”<sup>13</sup> Ms. Rubin testified that the Ethics Commission has interpreted this provision to mean that a public official cannot accept financial gain that he would not have received “but for” his position. Put another way, § 1-84(c) prohibits a public official from accepting such gain “because of” or “by virtue of” his office. The Ethics Commission has interpreted the term “financial gain” in advisory opinions to refer to anything of value that a public servant might otherwise have had to pay for. Ms. Rubin testified that free services provided to a public official can constitute a thing of value for purposes of § 1-84(c).

To determine whether a public official has “used” his office within the meaning of the section, Ms. Rubin testified that the Commission looks to see if there is a reason for the public official’s gain other than his status as an office holder. For example, the fact that the public official has not received similar benefits from the person in the past militates in favor of finding that the benefit was given “because of” the public office. Ms. Rubin specifically noted that the Ethics Commission does not require that the public official actively have used his office or affirmatively have solicited the gain in order to establish a violation of § 1-84(c).<sup>14</sup>

Although the nature of the past relationship between the public official and the benefit-giver is a factor in determining whether a violation of § 1-84(c) has occurred, Ms. Rubin testified that there is no absolute “friend” exception to the section. To the contrary, Ms. Rubin testified that a public official is not insulated from review under § 1-84(c) merely because the benefit was provided by a personal friend. Rather, financial gain received from friends of a public official is analyzed in the same manner as any other gain provided to a public official “by virtue of” his office. The fact of the friendship is simply a factor to be considered in the analysis. Likewise, Ms. Rubin testified that benefits provided to a public

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<sup>13</sup> Conn. Gen. Stat. § 1-84(c).

<sup>14</sup> Ms. Rubin contrasted § 1-84(c), which does not require any affirmative action by the public official, with § 1-84(g) of the code, which specifically prohibits active solicitation of anything of value. Conn. Gen. Stat. § 1-84(g) (“[n]o public official . . . shall solicit or accept anything of value, including but not limited to, a gift, loan, political contribution, reward or promise of future employment based on any understanding that the vote, official action or judgment of the public official . . . would be or had been influenced thereby”).

official by subordinate employees are not immune from review under the ethics code, but are judged under the same “use of office” standard applicable under § 1-84(c).<sup>15</sup>

Ms. Rubin also testified that in 1998 the Ethics Commission issued an advisory opinion establishing a cap of \$100 for things of value that may be received by a public official without running afoul of § 1-84(c). Ms. Rubin explained that the Ethics Commission determined that items valued under \$100 were *de minimis* for purposes of § 1-84(c), and when accepted by a public official, do not give rise to an ethics violation under that provision.<sup>16</sup> She cautioned, however, that the \$100 trigger applies only to analyses under § 1-84(c), and that gifts in excess of \$10 received by a public official from a restricted donor are analyzed differently under § 1-84(m) of the code.

### **(b) Gifts from Restricted Donors**

Section 1-84(m) of the Connecticut General Statutes provides that “[n]o public official or state employee shall knowingly accept, directly or indirectly, any gift . . . from any person the official or employee knows or has reason to know: (1) is doing business with or seeking to do business with the department or agency in which the official or employee is employed; or (2) is engaged in activities which are directly regulated by such department or agency.”<sup>17</sup> Ms. Rubin testified that § 1-84(m)’s strict gift ban is intended to safeguard equal access to public officials and public benefits and to provide a level playing field for anyone seeking to do business with the state. She also testified that gifts valued at \$10 or less are exempted from the ban.<sup>18</sup>

Ms. Rubin further testified that “department or agency” as used in § 1-84(m) means the unit of government in which the public official works and over which he has influence or authority. In the case of the Governor, Ms. Rubin testified that § 1-84(m) prohibits the acceptance of gifts from anyone the Governor knows or should know is doing business with or seeking to do business with the Executive Branch of government. Ms. Rubin explained that the Governor’s duties, as set forth in the state Constitution and by statute, extend

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<sup>15</sup> Prior to 1998, § 1-84(m) contained a subsection (3) banning gifts from subordinate employees. Ms. Rubin testified that subsection (3) was removed by the General Assembly effective January 1998. Since the deletion of subsection (3), the Ethics Commission has analyzed gifts from subordinates under § 1-84(c). The deletion of subsection (3), according to Ms. Rubin, was a response to the Ethics Commission’s settlement of the Meadows case, which involved the receipt of concert tickets by Governor Rowland and members of his staff for which full price was not paid. The Meadows case is discussed in Part VI(C)(1)(a) below.

<sup>16</sup> Ms. Rubin explained that, under the ethics code, each individual gift received by a public official must be under \$100, and the total value of all gifts received by a public official from an individual donor in that calendar year must also be under \$100.

<sup>17</sup> Conn. Gen. Stat. § 1-84(m).

<sup>18</sup> Conn. Gen. Stat. § 1-79(e)(16). Prior to 1998, the threshold was \$50.

beyond those who work within the Office of the Governor and reach throughout the entire Executive Branch. Thus, a Governor's "department or agency" is far broader than the "department or agency" applicable to other public officials for purposes of § 1-84(m).

Ms. Rubin testified that the Ethics Commission's interpretation of the scope of "department or agency" as applied to the Governor was communicated to lawyers for the Governor's Office. Indeed, based on discussions she had with lawyers from the Governor's Office, as well as with the Governor's outside ethics counsel, James Robertson, and based on memos and correspondence she received from Governor's Office lawyers, Ms. Rubin was certain that the Commission's interpretation was well-understood by the Governor's lawyers.<sup>19</sup> In particular, Ms. Rubin indicated that this understanding was confirmed in a memorandum written by Mr. Robertson to officials of the Governor's Office in February 1995. There, Mr. Robertson wrote that gifts could not be accepted from those "doing business with or seeking to do business with the Governor's office (or the Administration in its entirety)."<sup>20</sup> The Robertson memorandum was provided by the Governor to the Ethics Commission in connection with the Meadows proceeding and in an effort to persuade the Commission that the Governor had adopted strict ethical standards for himself and his staff.

**(c) Reimbursement of Necessary Expenses**

Section 1-84(k) of the Connecticut General Statutes provides that a public official may receive reimbursement for necessary expenses incurred when the official is acting in his official capacity.<sup>21</sup> Ms. Rubin testified that an official is acting in an "official capacity" if he is invited to attend an event because of his office and not because of his personal expertise on a particular topic. Moreover, Ms. Rubin testified that the ethics code does not provide for reimbursement of expenses where an official is invited to attend an event solely in his capacity as the spouse of an invited guest.

**(d) Financial Disclosure**

In May of each year, public officials in Connecticut are required to file, under penalty of false statement, a statement of financial interests for the preceding calendar year that includes a list of creditors to whom the public official

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<sup>19</sup> Ms. Rubin further testified that, in correspondence between Ethics Commission officials and lawyers for the Governor's Office, the phrases "Office of the Governor" and "State of Connecticut" were used interchangeably to describe the scope of the prohibition applicable to the Governor. Regardless of the phrase used, Ms. Rubin said there was a clear understanding with the Governor's representatives that the Governor was prohibited from accepting gifts from those doing business with or seeking to do business with the Executive Branch of government.

<sup>20</sup> *Ex. 437.*

<sup>21</sup> Conn. Gen. Stat. § 1-84(k).

or his spouse owed debts in excess of \$10,000.<sup>22</sup> The listing of debts is filed confidentially, while a publicly-available filing requires public officials to list all sources of gross income in excess of \$1,000 in any calendar year.

## **(2) Receipt of Bribes and Gratuities**

Although Members need not have determined that Governor Rowland committed a crime to conclude that an impeachable offense was committed, the evidence presented in this matter could implicate statutes providing for criminal sanctions. The Committee recognizes that it is not a prosecutorial body and makes no finding that Governor Rowland committed a crime. Rather, this discussion is provided solely as background for the issues addressed during the hearings and to provide insight into the Committee's thinking.

Under Connecticut Penal Code § 53a-148, a public official "is guilty of bribe receiving if he solicits, accepts or agrees to accept from another person any benefit for, because of, or as consideration for his decision, opinion, recommendation or vote."<sup>23</sup> Courts have held that Connecticut's bribery statutes should be construed broadly to prevent corruption in public service.<sup>24</sup> However, there are few state court decisions interpreting the specific language of § 53a-148.

In the absence of Connecticut authority construing that language, it may be appropriate to turn to the federal bribery and gratuity statutes, which contain language similar to Connecticut's bribe receiving laws.<sup>25</sup> Under federal law, a public official may be guilty of illegal receipt of gratuities if he or she "directly or indirectly demands, seeks, receives, accepts, or agrees to receive or accept anything of value personally for or because of any official act performed or to be performed by such official or person."<sup>26</sup> Federal case law interpreting the receipt of illegal gratuities may help clarify the meaning of Connecticut's penal law.

Connecticut's courts have only rarely been called upon to interpret the scope of the state's bribery and gratuities laws. As a result, there is no way to know whether they would be interpreted differently from federal statutes containing very similar language. In any event, the federal cases make clear that a criminal gratuities violation may be predicated on proof that a thing of value was given for or because of an official act performed or to be performed by a public official.

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<sup>22</sup> *Id.* § 1-83(b)(1).

<sup>23</sup> *Id.* § 53a-148.

<sup>24</sup> *State v. Carr*, 172 Conn. 458, 468 (1977); *State v. Rado*, 14 Conn. App. 322, 329 (1988).

<sup>25</sup> 18 U.S.C. §§ 201(b)(2), (c)(1)(B); 18 U.S.C. § 666(a)(1)(B).

<sup>26</sup> 18 U.S.C. § 201(c)(1)(B).

### **(3) Deprivation of the Right to Honest Services**

Under federal law, public officials owe a duty of honest services to the citizens of their state.<sup>27</sup> The right of honest services includes the right to have a public official exercise his public responsibilities free from deceit, fraud, dishonesty or self-enrichment.<sup>28</sup> Typically, honest services fraud cases involve allegations that a public official has received a benefit for taking some official action or making an official decision, or that his failure to disclose a conflict of interest resulted in personal gain.<sup>29</sup> One federal court of appeals has held that a conviction for honest services fraud may be sustained where “a person with continuing and long-term interests before an official . . . engage[s] in a pattern of repeated, intentional gratuity offenses in order to coax ongoing favorable official action in derogation of the public’s right to impartial official services.”<sup>30</sup> Thus, theft of honest services goes beyond *quid pro quo* bribery “to include a more generalized pattern of gratuities to coax ‘ongoing favorable official action.’”<sup>31</sup>

To be sure, honest services fraud does not encompass every instance of official misconduct. Rather, to establish criminal liability for honest services fraud, it must be shown that the public official intended to deprive the public of its right to honest services.<sup>32</sup>

## **VI. The Evidence Gathered by the Committee**

The Committee gathered evidence over the course of its proceedings concerning the following issues:

### **A. The Governor’s Condominium in Washington, D.C.**

#### **(1) 1996-97 Rental of the Condominium to Kelly Matthews**

On June 22, 1989, Governor Rowland purchased for \$57,500 a 465 square foot efficiency condominium with no parking spot in the Capitol Hill neighborhood of Washington, D.C. *Exhibits (“Exs.”) 1, 2, 3.* In October 1995, Governor Rowland placed an advertisement to rent or sell the condominium in *Roll Call*, a weekly newspaper that circulates on Capitol Hill. *Exhibit (“Ex.”) 10.* Although the advertisement did not indicate a rental or sale price, a draft of the advertisement from Governor Rowland’s personal files contained two black marks at the bottom of the page that obliterated some writing underneath. *Ex. 8.* A forensic document examiner retained by the Committee determined that the

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<sup>27</sup> 18 U.S.C. § 1346.

<sup>28</sup> *United States v. Woodward*, 149 F.3d 46, 54 (1st Cir. 1998).

<sup>29</sup> *Id.*

<sup>30</sup> *United States v. Sawyer*, 85 F.3d 713, 730 (1st Cir. 1996).

<sup>31</sup> *Woodward*, 149 F.3d at 55 (quoting *Sawyer*, 85 F.3d at 730).

<sup>32</sup> *Id.*; *Sawyer*, 85 F.3d at 725, 730.

writing underneath the black marks was “\$600/mo” and “\$50,000.” Exs. 8, 11, 11A. The Committee found no evidence that Governor Rowland’s effort to sell or rent his condominium in 1995 was successful. Ex. 392.

On March 19, 1996, some six months after Governor Rowland first advertised the condominium for sale or rent, the Governor met with Robert Matthews, a Connecticut businessman who had significant business dealings with the state, and Fran Donnarumma, Mr. Matthews’ real estate attorney, in the Governor’s Office. Ex. 15. That same day, Mr. Matthews sent a letter to his niece, Kelly Matthews, indicating his intention to provide her with a monthly gift of \$1,750 to cover her rent in Washington, D.C. Ex. 16. Three days later, Mr. Donnarumma faxed to the Governor’s Office a draft agreement under which Ms. Matthews would rent the Governor’s condominium in Washington, D.C. on a month-to-month basis for \$1,750 a month. Ex. 17. Governor Rowland executed the rental agreement on March 25, 1996. Ex. 18. Beginning on March 21, 1996 and for each month thereafter until July 9, 1998, Mr. Matthews wired \$1,750 into Ms. Matthews’ bank account and Ms. Matthews thereafter paid the Governor. Exs. 23, 24.

On May 15, 1996, Governor Rowland appointed Gerry Matthews, Robert Matthews’ brother and a licensed real estate broker, to the Connecticut Real Estate Commission. The position is unpaid.

## **(2) 1996-97 Rental Value**

The documentary evidence established that the fair market rental value of an efficiency condominium in Governor Rowland’s building between 1996 and 1997 ranged from approximately \$475 to \$625. Exs. 12, 13, 14, 278, 391. The Committee also heard expert testimony from Pamela Kristof, a real estate agent with over 20 years of experience in the Capitol Hill neighborhood, that the fair market rental value of Governor Rowland’s condominium in 1996 and 1997 was around \$500 per month.

## **(3) June 12, 1997 Sale of Condominium to Wayne Pratt**

In April 1997, Robert Matthews asked Wayne Pratt to purchase Governor Rowland’s condominium. Ex. 440 (*Pratt Affidavit (“Aff.”) ¶ 3*). Mr. Matthews told Mr. Pratt that Governor Rowland needed to sell the condominium in order to buy something else, but that he, Mr. Matthews, could not buy the condominium because he was “too personally involved” and “had given too much already.” *Id.* Mr. Matthews told Mr. Pratt that he would provide the money necessary to make the purchase and reimburse Mr. Pratt for any financial loss he incurred as a result of the transaction. *Id.* Mr. Matthews also asked Mr. Pratt to disguise the nature and use of the funds on Mr. Pratt’s business’ financial records. *Id.* (*Pratt Aff. ¶ 6*).

Sometime prior to closing, Mr. Matthews informed Mr. Pratt that Governor Rowland wanted an additional \$5,000 for the furniture in the condominium. *Id.* (*Pratt Aff.* ¶ 4). On June 12, 1997, Mr. Pratt purchased the condominium for \$68,500 and the furniture in it for \$5,000. *Exs.* 30, 31, 32, 32B, 440 (*Pratt Aff.* ¶ 8). Mr. Pratt never visited the condominium. *Ex.* 440 (*Pratt Aff.* ¶ 5). After paying closing costs and the mortgage balance, Governor Rowland netted \$20,178.75 from the sale of his condominium and furniture to Mr. Pratt. *Exs.* 29A, 31, 32.

In May 1997, Mr. Matthews gave Mr. Pratt two checks, payable to Wayne Pratt, Inc., primarily to cover the costs associated with the purchase of the condominium and the furniture. *Ex.* 440 (*Pratt Aff.* ¶ 7). Kelly Matthews remained as a tenant until the end of July 1998, paying Mr. Pratt rent of \$1,750 a month after he assumed ownership. *Exs.* 24, 301, 440 (*Pratt Aff.* ¶¶ 9, 11), *Ex.* 441 (*Bowie Aff.* ¶ 4).

On December 30, 1999, Mr. Pratt sold the condominium for \$37,500. *Exs.* 36, 440 (*Pratt Aff.* ¶ 13), *Ex.* 441 (*Bowie Aff.* ¶ 5). Sometime in February 2000, Mr. Pratt met with Mr. Matthews and Corinne D. Bowie, Mr. Pratt's office manager. *Ex.* 440 (*Pratt Aff.* ¶ 14). Ms. Bowie determined that Mr. Matthews owed Mr. Pratt approximately \$21,952 for losses incurred in connection with the condominium. *Id.* Mr. Matthews requested that the reconciliation payment flow through the books and records of Mr. Pratt's antique business to disguise the true purpose of the payment. *Id.* (*Pratt Aff.* ¶ 16). He also requested that Mr. Pratt and Ms. Bowie destroy any paperwork relating to the reconciliation, but Ms. Bowie did not do so. *Id.* (*Pratt Aff.* ¶ 15), *Ex.* 441 (*Bowie Aff.* ¶ 7).

#### **(4) 1996-97 Sales Value**

Ms. Kristof testified that Governor Rowland's sale price of \$68,500 did not reflect the fair market value of his condominium as of the date of the sale. Ms. Kristof testified that the fair market value for the condominium in June 1997 was "\$25,000, \$30,000 on a good day." In addition, she provided sales data reflecting that prices for other units in Governor Rowland's building during this time period ranged from \$10,000 for a basement efficiency to \$54,900 for a one-bedroom condominium. *Exs.* 304, 305, 306, 307, 308, 309, 448. A unit identical to the Governor's sold on June 9, 1999 for \$40,000, after having been listed on the market for 695 days, with an asking price of \$42,900.

## **B. Robert Matthews**

According to the Auditors of Public Accounts, companies owned or controlled by Robert Matthews received \$9,796,395 in business from the state between 1994 and 2004. *Ex. 395*. While all of these contracts originally were entered into during the Weicker Administration, several renewals and amendments occurred during the Rowland Administration. The Committee focused its investigative resources on three of Mr. Matthews' business dealings with the state.

### **(1) Fabricated Metal Products**

On December 12, 1996, Fabricated Metal Products, Inc. ("FMP"), a company owned by Mr. Matthews, applied to the Connecticut Development Authority ("CDA") for a \$6.8 million loan guarantee. *Ex. 38*. The CDA Board considered the application at its regularly scheduled monthly meeting on December 18, 1996 and tabled it amid "numerous negative comments from many Board members." *Exs. 406, 407, 408*. The CDA Board considered a revised proposal by FMP for a \$5.4 million loan guarantee at its regularly scheduled monthly meeting on January 15, 1997. *Exs. 39, 506*. Nine Board members were present at the January 15 meeting, including CDA Chairman Arthur Diedrick, Paul Silvester and Richard Mulready.

Committee investigators initially approached Mr. Mulready and asked him whether he could confirm information the Committee had received, namely, that when it became apparent during the January 15 meeting that the FMP proposal would not pass, a break was called, during which the Governor or someone from his office telephoned some board members and encouraged them to vote for the proposal. The proposal thereafter passed by a margin of one vote, according to the Committee's information. Mr. Mulready told Committee investigators that he had not received a call from the Governor or anyone in the Governor's Office. Mr. Mulready did not volunteer to Committee investigators any additional information about his vote at that meeting.

Committee investigators then questioned Mr. Silvester, currently in prison for a range of federal crimes, by telephone. Mr. Silvester confirmed that there had been a break in the meeting, but said that, rather than receiving a telephone call from the Governor or someone in the Governor's Office, he and Mr. Mulready stepped aside for a private conversation with Mr. Diedrick, who conveyed to them both that the Governor desired to see this proposal pass. Mr. Silvester said it was he who had asked for the aside because, during the Board discussion, Mr. Diedrick had commented that Mr. Matthews was a friend of the Governor's and Mr. Silvester thought the comment was inappropriate.

Committee investigators re-interviewed Mr. Mulready. When asked about this version of events, Mr. Mulready substantially corroborated Mr. Silvester's

story and agreed to submit to the Committee an affidavit describing his recollection of what had transpired.

According to Mr. Mulready, early in the Board's discussion, Mr. Mulready was leaning toward voting against the proposal because of questions he had regarding Mr. Matthews' financial condition. *Ex. 429 (Mulready Aff. ¶ 2)*. Documentary evidence and testimony from Mr. Diedrick confirm that concerns were raised during the meeting about the company's financial well-being and about Mr. Matthews' history of taking cash out of his companies. *Ex. 498*. Mr. Mulready recalls that someone, possibly Mr. Diedrick, then stated that Mr. Matthews was a friend of Governor Rowland. Mr. Mulready thought the comment was inappropriate. Mr. Silvester then asked for a recess and Mr. Mulready joined Messrs. Silvester and Diedrick in the hall for a private conversation. Mr. Mulready recalls that the three men discussed the fact that the Governor wanted this deal done. Messrs. Diedrick and Silvester then each indicated that they would abstain and Mr. Mulready indicated that he would vote "yes" to accommodate the Governor. *Ex. 429 (Mulready Aff. ¶¶ 3, 4, 5, 6)*. The CDA Board approved the FMP proposal 5-4, with Mr. Mulready voting in favor of the proposal. *Ex. 39*. Mr. Mulready's vote proved to be decisive.

Mr. Diedrick testified that he does not recall whether a recess was taken or whether he had a private conversation with Messrs. Silvester and Mulready regarding the FMP proposal. He further testified that he does not recall whether anyone mentioned that Robert Matthews was a friend of the Governor or that the Governor had an interest in FMP's application. Mr. Diedrick further testified that he did not recall abstaining from the vote and, thus, could not explain why he abstained.

Mr. Diedrick did testify that he recalled talking with David O'Leary, then the Governor's Chief of Staff, about FMP, but could not recall when that conversation took place or what was said. He also testified that while he recalled Governor Rowland expressing an interest over the years in particular proposals, he never felt pressured by the Governor to vote a particular way.

In interviews with Committee investigators, the other six board members present at the January 15 meeting each said that they did not recall anyone mentioning that Mr. Matthews was a friend of Governor Rowland or that the FMP proposal was important to the Governor. None of them recalled a recess being taken, some noting that a recess would have been highly unusual, and some noting that "breaks" were not usual.

On March 27, 1997, FMP obtained \$16 million in financing from Norwest Business Credit, Inc. ("Norwest"), conditioned on the CDA guarantee, which by then had been reduced to \$3.6 million. *Ex. 40*.

## (2) New Haven Manufacturing Company

Sometime in the Spring of 1997, Robert Matthews asked Norwest for an \$8 million loan to assist him in taking New Haven Manufacturing Corporation (“NHM”) out of bankruptcy. On April 29, 1997, Mr. Matthews hosted a dinner at the Goodwin Hotel in Hartford to celebrate the closing of the Norwest loan to FMP. Several Norwest bankers and FMP officers, including Michael Santogatta, the recently appointed president of FMP, attended the dinner, which started around 6:30 p.m.

Mr. Santogatta testified that, at the dinner, Mr. Matthews discussed with the bankers NHM’s need to obtain financing from Norwest as quickly as possible. Mr. Matthews told the bankers that he wanted to close on the Norwest loan within six weeks. Mr. Santogatta testified that the bankers expressed doubt that any loan could be closed that quickly and also made clear that, without the state playing some role, the financing probably would not happen.

Earlier that day at 4:50 p.m., a call was placed from the Governor’s Office to Mr. Matthews’ office, lasting approximately five minutes. *Exs. 103, 402*. Mr. Santogatta testified that Governor Rowland stopped by the Goodwin dinner for approximately 20-30 minutes and that Mr. Matthews introduced Governor Rowland to the bankers and sat him next to them at the table. Mr. Santogatta said that he sat a short distance away from the Governor. Mr. Santogatta testified that Governor Rowland told the bankers that he knew NHM was in distress and that he was very concerned about jobs in New Haven. Mr. Santogatta further testified that Governor Rowland told the bankers: “You do your part and the state will do its part.” This was an apparent reference to NHM’s \$1.15 million loan application then pending before the CDA. After Governor Rowland left the dinner, one of the bankers told Mr. Santogatta that he thought the Governor’s statement was “powerful.”

Kathleen Lepak, a Norwest Vice President who attended the dinner, stated that she recalled Governor Rowland stopping by the dinner and talking with Richard McMahon, the Norwest banker responsible for approving credit on all financing transactions and the most senior Norwest official in attendance, but did not remember whether Governor Rowland and Mr. McMahon discussed NHM’s CDA application. *Ex. 480 (Lepak Aff. ¶¶ 4, 5, 6, 7, 8)*. Ms. Lepak confirmed that, at the time of the dinner, Norwest had not yet made a decision on NHM’s application for financing and that Norwest would have required that NHM procure additional financing from the state or another lender as a condition of a Norwest loan. *Id. (Lepak Aff. ¶ 3)*.

The Committee's investigators spoke to a number of other attendees at the Goodwin dinner. Some of the attendees would not speak to the investigators, including Mr. McMahon. Robert Buntin, a Norwest auditor, recalled that the Governor was present but did not recall NHM or a CDA loan being a topic of conversation that evening. Stan Horsman, a Norwest banker, also

recalled the Governor being present, but not anything he said during the visit. Mr. Horsman did remember that Mr. Matthews asked Norwest to move quickly on a loan for NHM. Robert Martino, an outside lawyer for Norwest, could not recall what the Governor said that evening. And Steve Fournier, the CFO of Matthews Ventures, recalled that Mr. Matthews had told him that he would ask Governor Rowland to stop by the dinner for 15 minutes to meet and impress the two key bankers - Dick McMahon and Stan Horsman - and that Matthews made arrangements for the Governor's appearance several days before the dinner. Mr. Fournier remembered that the bankers seemed impressed that the Governor stopped by, but he did not remember any discussion that evening about financing for NHM.

On May 22, 1997, three weeks after the dinner, Norwest issued a commitment letter to NHM and a related entity for a combined total of \$8 million, contingent on NHM obtaining a \$1.15 million loan from the CDA. *Ex. 101*. On June 12, 1997, CDA staff members recommended approval of a \$1.15 million loan for NHM, which the CDA Board approved six days later. *Exs. 49, 101*.

### **(3) Pinnacle Foods**

In the summer of 2000, Robert Matthews entered into a business relationship with Pinnacle Foods Inc. ("Pinnacle"), a meat-processing and shipping company located in Pennsylvania. *Ex. 293*. The relationship between Mr. Matthews and Pinnacle eventually soured, and Mr. Matthews sued Pinnacle. At his deposition taken in that case, Mr. Matthews testified that he had wanted to move Pinnacle's facilities to a building he owned in New Haven. *Ex. 53 (Matthews Dep. at 14:10-19, 40:17 - 42:4)*.

The President of Pinnacle, Michael Queen, testified at his deposition in the Matthews suit that he visited Mr. Matthews in New Haven in September 2000 to discuss Pinnacle's move to Connecticut. *Ex. 266 (Queen Dep. at 45:19 - 46:1)*. At the meeting, Mr. Matthews said that "[h]e was going to get this whole thing done and funded for us, and he was going to do it through all his political connections" and that "he could get it done through Rowland." *Id. (Matthews Dep. at 46:17 - 47:6)*. Mr. Queen testified that Mr. Matthews "felt he could get through some state money or something like that" and that Mr. Queen understood that with respect to the potential source of funds, "[e]verything was coming through Connecticut, the State of Connecticut." *Id. (Matthews Dep. at 47:15-22)*. Mr. Queen also told a Committee investigator that it was on this trip to New Haven that Mr. Matthews told Mr. Queen that he had paid for the Governor's condominium; that he had done other favors for the Governor; and that the Governor owed him for all of these things.

On October 6, 2000, at Mr. Matthews' request, Governor Rowland called Mr. Queen from a golf course in Waterbury. *Exs. 52, 53 (Matthews Dep. at 14:5 - 18:1), 266 (Queen Dep. at 48:23 - 51:21)*. Mr. Queen testified that Governor Rowland told him he was "in good hands with Bob Matthews;" that Bob

Matthews “could get the job done for us and that he had a lot of dealings with Bob, [and] felt very comfortable with Bob;” and that “Bob had told him a lot about the company and that he looked forward to, you know, working with us and getting the project completed.” *Ex. 266 (Queen Dep. at 50:3-10)*. Mr. Queen testified that he was impressed that Governor Rowland had called him and that the call confirmed what Mr. Matthews had been telling him about his relationship with the Governor. *Ex. 53 (Matthews Dep. at 50:23 - 51:6)*.

Mr. Matthews provided a different account of what Governor Rowland said on that call. Mr. Matthews testified in his deposition in the Pinnacle litigation that the Governor simply told Mr. Queen that “[w]e would love to have you come to Connecticut. We need the jobs.” *Ex. 53 (Matthews Dep. at 16:23 - 17:9)*.

After Governor Rowland placed the call to Mr. Queen from the Waterbury golf course on October 6, 2000, Mr. Matthews signed a consulting agreement with Pinnacle, effective November 22, 2000, pursuant to which he was to act as a “financial advisor” to the company. *Ex. 293*. Under the terms of the agreement, Mr. Matthews received shares in Pinnacle stock and other benefits in exchange for his efforts to obtain \$9.5 million in debt financing, including forgivable loans, which a state agency like the Department of Economic and Community Development (“DECD”) could provide.<sup>33</sup> Mr. Queen told a Committee investigator that he never would have signed the agreement but for Mr. Matthews constantly telling him how close he was to the Governor and that the Governor could make the loan package happen. On August 15, 2003, Mr. Matthews settled his lawsuit against Pinnacle, with the parties stipulating to a \$2.2 million judgment in favor of Mr. Matthews. *Ex. 295*. Mr. Matthews has never collected on the judgment he received.

On April 6, 2001, the CDA and DECD jointly responded by letter to Pinnacle’s earlier filed application for \$10 million in financing, indicating that the agencies were prepared to loan Pinnacle \$2 million, but that they needed additional information from the company. *Exs. 499, 501*. Pinnacle was unhappy with the terms and amount of the offer. It therefore began looking for private financing and did not respond to the state’s letter of interest. *Exs. 266 (Queen Dep. at 65:9 - 67:24), 502*. Pinnacle never moved to Connecticut.

The Committee was not able to speak with or obtain testimony from Mr. Matthews because he invoked his rights against self-incrimination.

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<sup>33</sup> Mr. Matthews was to receive 1.1 million shares of Pinnacle stock upon signing the consulting agreement and was eligible to receive an additional 1.1 million shares once the debt financing closed. *Exs. 293, 297*. Mr. Matthews also received an option to convert the outstanding balance on a \$300,000 loan he had made to Pinnacle on June 29, 2000 to a commensurate number of shares of Pinnacle stock at any time prior to July 31, 2001. If the option expired, Mr. Matthews had the right to convert the outstanding loan balance to shares at a value of \$1 per share. Mr. Matthews also would receive an additional 2 million in shares of Pinnacle stock according to a specified formula if any or part of Pinnacle’s debt financing was forgiven before July 2006. *Ex. 293*. On the effective date of the consulting agreement between Mr. Matthews and Pinnacle, Pinnacle stock was trading at \$2.50 a share. *Ex. 297*.

**C. Free Items and Loans**

In April 1997, Governor Rowland agreed to pay a fine to the Ethics Commission to settle a complaint that he inappropriately accepted concert tickets to the Meadows Music Theatre for which he did not pay full price. The evidence presented to the Committee established that, even after the Meadows settlement, the Governor and Mrs. Rowland continued to accept a variety of free items and loans from state employees, state contractors and others.

**(1) Free Items and Loans from State Employees**

**(a) Meadows Concert Tickets**

On April 4, 1997, the Ethics Commission announced the settlement of a complaint against Governor Rowland and certain employees of the Governor's Office. *Ex. 183A*. The complaint alleged that the Governor and Mrs. Rowland accepted box seats for concerts at the Meadows Music Theater that had been purchased by employees of the Governor's Office. *Id.* The tickets were worth more than \$1,900, but the Governor did not pay full price for them. *Id.* Under the settlement, Governor Rowland and the other respondents paid \$3,841 – the tickets' fair market value – to charity, and Governor Rowland paid a civil penalty of \$2,000 on behalf of himself and the other respondents. *Id.* This was the first time a sitting Governor had paid a monetary settlement to resolve an Ethics Commission action.

**(b) Gifts from Peter Ellef**

On or about February 17, 2000, Peter Ellef paid \$258 to Tomasso Brothers, Inc. for Governor Rowland to stay at a Tomasso home in Chester, Vermont during the period February 18-21, 2000. *Ex. 180*. On or about November 26, 2002, two weeks after receiving a federal subpoena, Governor Rowland reimbursed Mr. Ellef for both this payment and another \$600 payment that Mr. Ellef had made for a separate vacation that Governor Rowland had taken at a Tomasso-owned property. *Exs. 181, 349*. The Committee was unable to determine which additional vacation Mr. Ellef paid for or why Mr. Ellef paid for either of the vacations.

Mr. Ellef also provided Governor Rowland a stepping stone for his Litchfield cottage. *Ex. 152*.

The Committee was not able to speak with or obtain testimony or documents from Mr. Ellef because he invoked his right against self-incrimination.

**(c) Gifts from Christine and Paul Corey**

In June 2001, Christine Corey, Governor Rowland's executive assistant, and her husband, Paul Corey, Chairman of the Board of Directors of the Connecticut Lottery Corporation, gave Governor Rowland a hot tub. Ms. Corey

told a Committee investigator that she gave Vincent DeRosa, the Governor's driver, a blank check and asked him to select and purchase the hot tub. On June 29, 2001, Mr. DeRosa bought the hot tub from Dolphin Pools and Spas for \$3,604 and had it delivered to Governor Rowland's Litchfield cottage. *Exs. 156, 157.* When first questioned about the hot tub, Governor Rowland told the press that he and Mrs. Rowland had purchased it. *Ex. 355.* He later corrected this statement and admitted that the hot tub was a gift from the Coreys. *Ex. 152.*

The state paid for the hot tub to be moved from the cottage to the Governor's Mansion in November 2001 and back to the cottage again in May 2002. *Exs. 158, 159.* The total cost of these moves was \$1,751. *Id.*

On December 20, 2002, Christine and Paul Corey gave the Governor a \$250 gift certificate from Stackpole Moore & Tryon in Hartford. *Ex. 155.*

Ms. Corey submitted to an interview with Committee investigators, but refused to testify before the Committee, asserting her right against self-incrimination.

**(d) Loans from Kathleen Mengacci**

Kathleen Mengacci, Governor Rowland's executive secretary, made four loans to him between June and October 2002. *Ex. 447 (Mengacci Aff.).* According to Ms. Mengacci, she deposited \$1,000 into Governor Rowland's bank account on or about June 14, 2002, after noticing that the Governor had insufficient funds to pay his monthly bills and only later informed the Governor what she had done. *Id. (Mengacci Aff. ¶¶ 7, 8, 10, 11).* She thereafter deposited money into Governor Rowland's account on three separate occasions to cover the Governor's personal expenses. *Id. (Mengacci Aff. ¶ 11).* In total, Ms. Mengacci loaned Governor Rowland \$3,250. *Id.* He repaid her on November 12, 2002, the same day a federal subpoena to his office was issued. *Exs. 349, 447 (Mengacci Aff. ¶ 12).*

**(e) Loan from Wilson Wilde for the Publication of Mrs. Rowland's Book, "Marvelous Max, The Mansion Mouse"**

In a letter dated August 27, 2002, Jo McKenzie, Executive Assistant to Mrs. Rowland and Executive Director of the Governor's Residence Conservancy, a non-profit organization, asked Wilson Wilde, Chairman of the Governor's Residence Conservancy ("Conservancy"), if the Conservancy would lend Mrs. Rowland \$32,000 for the publication of a children's book that Mrs. Rowland had written, "Marvelous Max, The Mansion Mouse." *Ex. 160.* After being advised that it would be inappropriate for the Conservancy to make this loan, Mr. Wilde agreed personally to loan Mrs. Rowland \$34,000. *Exs. 162, 163.* Mr. Wilde told Committee investigators and Ms. McKenzie confirmed under oath that Mr. Wilde was to be fully repaid from the proceeds of the sale of the book, before any

profits were to be taken. Although Mr. Wilde acknowledged to Committee investigators that he had no right to receive any amount above the amount that he had advanced, he described the advance as both a “loan” and an “investment.”

Mr. Wilde ultimately advanced approximately \$41,339 for Mrs. Rowland’s book, including \$8,500 in 2002 and \$32,839 in 2003. *Exs. 300, 318 (Tucker Aff. ¶¶ 5, 8, 9)*. In the Confidential Addendum to his Statement of Financial Interests for fiscal year 2003, Governor Rowland did not list the \$32,839.24 that Mr. Wilde loaned Mrs. Rowland in 2003, even though the Statement required him to disclose all creditors to whom he or Mrs. Rowland owed a debt over \$10,000. *Ex. 165*. Nor did Governor Rowland list the amount of Mr. Wilde’s loan as income in the public portion of the Statement. *Ex. 435*.

The book was released in October 2003 with the following printed statement on it: “A portion of the profits from the sale of this book will benefit Literacy Volunteers of America.” *Exs. 300, 318 (Tucker Aff. ¶ 11), 373*. In a letter dated October 16, 2003, the Office of the Governor told the Ethics Commission that “[a]ll profits from the sale of the book will be donated to a charity, The Literacy Volunteers of America.” *Ex. 369*. Nearly 6,000 copies of the book have been sold, but there have been no profits to date. *Ex. 318 (Tucker Aff. ¶ 11)*. Mr. Wilde has been repaid approximately \$30,000.

**(f) Gifts from Jo McKenzie**

Jo McKenzie testified that she has given Governor Rowland suits, shirts and ties, the value of which she estimated to be between \$3,000 and \$4,000. *Exs. 166, 324 (McKenzie Dep. at 81:8-11)*.

**(2) Free Items from State Contractors**

**(a) Air Travel Not Billed by Key Air, Inc.**

On November 14, 2000, Governor Rowland flew from Oxford Airport to Las Vegas, Nevada on a jet operated by Key Air, Inc. *Ex. 471*. Brian O’Neil, an employee of Key Air, told a Committee investigator that the company could not locate an invoice for this trip and never received payment for it. Mr. O’Neil could not explain why there was no invoice, but added that the trip would have cost approximately \$725, which he thought was equivalent to the cost of a first-class ticket from Hartford to Las Vegas. The cost of other flights that Governor Rowland took to various locations on Key Air planes ranged from \$2,430.75 to \$3,698.43. *Exs. 516, 517, 518, 519*.

The Committee received evidence showing that Key Air and another company, Keystone Aviation Services, Inc., share three officers and directors. *Exs. 507, 508*. State records show that Keystone Aviation received payments totaling \$115,668 in fiscal year 2000-01, and a loan guarantee of \$675,000 from the CDA in 1996. *Exs. 513, 520*.

Even after its hearings adjourned, the Committee continued to receive information concerning the state's relationship with Key Air. Most significantly, the Committee learned that Governor Rowland's Administration proposed legislation in 2002 that granted sales and use tax exemptions for certain aircraft-related services retroactively to 1994 (Senate Bill 564). Although the Finance Committee favorably reported the bill to the Senate, the Senate took no action on it and the bill died. The exemption provision later was enacted in the 2002 budget bill (Emergency Certified House Bill 6002) at the request of the Administration and is codified at Conn. Gen. Stat. § 12-407(37)(J)(iii). The recollection of participants in the legislative process is that the retroactive exemption specifically was designed to benefit an Oxford, Connecticut-based aircraft company. While time prevented the Committee from determining whether that company was Key Air, the Committee notes that Key Air is based in Oxford, Connecticut.

**(b) Free Flights and Other Items  
from W.R. Berkley Corporation**

In a letter dated December 3, 2002, William Berkley, CEO and Chairman of the W.R. Berkley Corporation ("Berkley"), offered Mrs. Rowland a \$15,000 honorarium to speak at a company conference held in Key Largo, Florida from January 23 to 27, 2003. *Exs. 252, 428 (Berkley Aff. ¶ 9)*. The letter indicated that Berkley would provide accommodations, meals and transportation for Mrs. Rowland and "[her] spouse." *Ex. 252*. On January 23, 2003, the Governor and Mrs. Rowland flew to Key Largo for the conference on the company's jet, and two days later Mrs. Rowland gave a speech on "The Life of a Political Family." *Exs. 255, 428 (Berkley Aff. ¶ 11)*. After the speech, Governor Rowland made some brief remarks and responded to questions from the audience. *Exs. 257, 258, 428 (Berkley Aff. ¶ 13)*. In addition to Mrs. Rowland's honorarium and the flight to Key Largo, Berkley paid \$1,477.19 for the Governor and Mrs. Rowland's lodging and expenses during the conference. *Exs. 253, 261, 428 (Berkley Aff. ¶ 14)*.

In a letter dated February 6, 2003, the Governor's Office told the Ethics Commission that Governor Rowland had received "necessary expenses" from Berkley for his official participation at the company's conference. *Ex. 256*. The letter stated that he had been "invited in his official capacity to address the conference participants on issues related to state government, including insurance, the state budget, and general business matters." *Id.* The attorney representing Mr. Berkley contradicted this statement in an interview with a Committee investigator. The attorney stated that Governor Rowland was invited solely as Mrs. Rowland's spouse. Moreover, in an affidavit submitted to the Committee, Mr. Berkley stated that there had been no discussion prior to the event regarding any role the Governor might play at the conference. *Ex. 428 (Berkley Aff. ¶ 9)*

The Governor and Mrs. Rowland took two other trips with Mr. Berkley and his wife that were paid for in whole or in part by Berkley. *Ex. 428 (Berkley Aff. ¶¶*

3, 4, 5, 6). In early 1997, Berkley paid for Governor and Mrs. Rowland to take a private jet and may have paid for their stay at the Ocean Reef Club in Florida. *Id.* (Berkley Aff. ¶ 5). In March 2002, the Governor and Mrs. Rowland flew on the company's jet to San Antonio, Texas, where they were the company's guests at a basketball tournament. *Id.* (Berkley Aff. ¶ 6).

State records show that Berkley-affiliated companies received approximately \$265,992,780 from the state between 1997 and 2002. *Ex. 395.* However, this figure is comprised largely of amounts that the state paid those companies to cover workers' compensation claims that the companies themselves had paid.

In his affidavit, Mr. Berkley states that he spoke to Governor Rowland sometime in late summer 1997 about a contract that the state was about to award to a competitor of his for the administration of state employees' workers compensation claims. *Ex. 428 (Berkley Aff. ¶ 16).* According to Mr. Berkley, the Governor told him that "he would look into the matter" and, later, the state awarded the contract to a Berkely subsidiary. *Id.*

Counsel for the Governor's Office introduced at the hearings a letter dated September 17, 200, in which Governor Rowland informed Mr. Berkley that he could not help him with a particular state contract because the contract already had been awarded to a different company. *Ex. JGR 1.*

**(c) Below Market and Free Vacations at Homes Owned by the Tomassos and Robert Matthews**

In or around June 2003, the Ethics Commission and Governor Rowland entered into a Stipulation and Order ("Order") resolving a complaint against him for accepting cut-rate and free vacations in violation of the ethics code. *Ex. 51.* The Order states that Governor Rowland accepted lodging on March 18-24, 1999 at a home in Lauderdale-By-The-Sea, Florida, owned by relatives of William A. Tomasso and on February 18-21, 2000 and February 17-22, 2001 at a home in Chester, Vermont owned by Tomasso Brothers, Inc. *Id.* The Governor had paid a total of \$1,258 for his stays at the Tomasso properties, but the Ethics Commission determined that the fair market value of the stays was \$6,563. *Id.* The Order also noted that Governor Rowland accepted free lodging on April 9-13, 2001 at the home of Robert Matthews in Palm Beach, Florida. *Id.* The Commission determined that the fair market value of the lodging at this property was \$1,667. *Id.* Governor Rowland agreed to pay a \$2,000 civil penalty and \$6,972 to the state's General Fund, which was the difference between what he paid for his stays at the Tomasso and Matthews properties and the fair market value of the stays. *Id.* The complaint in this matter reflects the Commission's view that Governor Rowland's acceptance of these stays violated §§ 1-84(j) and (m) of the ethics code. *Id.*

**(3) Free Items from Other Sources**

**(a) A Weekend at The Carlyle Hotel from Ultimate Travel and Incentives, Inc.**

In the fall of 1998, Jo McKenzie asked Patrice Adams of Ultimate Travel and Incentives, Inc. (“Ultimate Travel”) to book a “special weekend” at The Carlyle Hotel in New York City for the Governor and Mrs. Rowland following the November 1998 election. Ms. Adams’s brother, Jay Malcynsky, a prominent Connecticut lobbyist, was a minority owner of Ultimate Travel at the time. Ms. Adams’ husband, James Adams, is a Deputy Commissioner of the Department of Transportation. *Ex. 442 (Adams Aff. ¶¶ 1, 3, 4)*. At Ms. McKenzie’s direction, Ultimate Travel booked two nights at the hotel, purchased two tickets for them to see a performance by Bobby Short, and advanced \$500 on the company’s credit card to cover incidental expenses during their stay. *Exs. 170, 442 (Adams Aff. ¶¶ 6, 7, 8)*. Although Ultimate Travel did not usually advance charges for its clients, at Ms. McKenzie’s request and as an accommodation to Governor Rowland, it prepaid the stay at The Carlyle on the company’s credit card and did not charge a commission for its services. *Ex. 442 (Adams Aff. ¶ 8)*. Ultimate Travel incurred expenses totaling \$1,797.37 for the weekend. *Id. (Adams Aff. ¶ 9)*.

Ms. McKenzie instructed Ms. Adams to send the bill for the stay to Friends of John Rowland, Governor Rowland’s re-election committee. *Id. (Adams Aff. ¶ 10)*. Ms. Adams did so, and followed up on two separate occasions, but never received a response. *Exs. 170, 442 (Adams Aff. ¶¶ 11, 12, 13)*. Ms. Adams recalls that Ms. McKenzie assured her the bill would be paid. *Ex. 442 (Adams Aff. ¶ 14)*. Ms. McKenzie denies that she spoke to Ms. Adams about the bill, but admits that she received a bill from Ultimate Travel and forwarded it to Friends of John Rowland. *Ex. 324 (McKenzie Dep. at 173:24 - 175:10)*. Ms. Adams also says that she sought assistance with getting the bill paid from Governor Rowland’s personal attorney, James Robertson. *Ex. 442 (Adams Aff. ¶ 16)*. Despite Ms. Adams’ efforts, the bill for the weekend stay was never paid. *Ex. 442 (Adams Aff. ¶¶ 15, 17)*.

**(b) Use of Republican Party Credit Card**

On August 25, 2004, Governor Rowland entered into a Stipulated Agreement and Order with the State Election Enforcement Commission to settle a complaint that in 1999 he used a Republican Party credit card for charges unrelated to authorized party activities. *Ex. 182*. Governor Rowland agreed to pay \$6,015.17 to the state’s General Fund, which was the amount of the charges that he was unable to demonstrate were for authorized purposes. *Id.* A portion of those charges were incurred during his vacation stay at a Tomasso-owned property in 1999, which was one of the subjects of a complaint filed against him by the Ethics Commission.

**D. The Litchfield Cottage**

Governor Rowland purchased a cottage on Bantam Lake in Litchfield County on May 5, 1997, four days after receiving a formal offer from Wayne Pratt to buy his Washington, D.C. condominium for \$68,500. *Exs. 29, 105, 106.* Renovations at the cottage began over the summer of 1997. Later that year, Governor Rowland told reporters that he was paying for all the renovations. However, at the time of his statement, he had paid only \$10,000 of the approximately \$24,000 worth of work that already had been invoiced. *Ex. 122.* On December 12, 2003, Governor Rowland admitted that a number of state employees, state contractors and others had performed or coordinated the renovations. *Ex. 152.* Evidence presented to the Committee establishes that several of these people never were paid or received payment only years after completing their work.

**(1) Cottage Renovations Coordinated or Performed By State Employees**

**(a) Work Coordinated by Vincent DeRosa**

**1. Ron Shortell – Astro Electric**

Ron Shortell, the owner of Astro Electric (“Astro”), testified that Vincent DeRosa asked him to do electrical work the cottage in summer 1997. Mr. Shortell met with Mr. DeRosa to discuss the work, but expected that Governor Rowland would pay for it. Astro upgraded the electrical service at the cottage between June and August 1997. *Ex. 273.*

On August 28, 1997, and at Mr. DeRosa’s direction, Astro sent an invoice for \$5,184.35 to Michael Cicchetti, Governor Rowland’s personal attorney. *Ex. 132A.* Astro sent Mr. Cicchetti reminder statements in November 1997, December 1997 and January 1998. *Exs. 134, 135, 136.* On or about September 22, 2003, Governor Rowland sent Mr. Shortell a check for the full amount due, together with a copy of Mr. Shortell’s August 1997 invoice bearing a handwritten note thanking Mr. Shortell for his patience. *Exs. 132, 137.*

Mr. Shortell testified that he knows the Governor and Mrs. Rowland through his wife’s involvement in politics in Waterbury, and that he saw Governor Rowland socially on at least two occasions within two years of the work at the cottage, but did not mention the unpaid invoice to him. Mr. Shortell also made no attempt to contact Messrs. Cicchetti or DeRosa to collect. Mr. Shortell testified that he relies on his office staff to follow up on unpaid bills, and did not treat the cottage bill any differently.

State records show that Astro Electric received \$62,212 from the state in fiscal year 2001-02, during which time the company’s invoice for its work at the cottage still was unpaid. *Ex. 395.* In fiscal year 1997-98, when the work actually was done, Astro Electric received \$373 from the state. *Id.*

## **2. O&G Industries**

Robert Oneglia, vice president of O&G Industries, told a Committee investigator that Vincent DeRosa ordered stone for use in building a patio, and had it delivered to Governor Rowland's cottage. O&G initially invoiced Mr. DeRosa for the stone, but later sent an invoice for \$2,199.66 to Michael Cicchetti in September 1997. The invoice was not paid by the Governor until September 13, 2001. *Exs. 112, 113.* State records show that between fiscal year 1997-98 and fiscal year 2000-01, O&G received more than \$276 million from the state. *Ex. 395.*

O&G did additional work at the cottage in late August 2003, excavating and installing pipes. On or about September 18, 2003, the company invoiced Governor Rowland \$1,363.71 for the work, which he paid four days later. *Ex. 497.*

## **3. Albert Teitz, Jr., Maurice Fabiani and Ed Mikenas**

Albert Teitz, Jr., a landscaper and brother-in-law of Vincent DeRosa, did grading work and removed an old dock at the cottage in June 1997. Mr. Teitz told a Committee investigator that he normally charges \$60 per hour, and that he worked at the cottage for approximately six hours. Mr. Teitz did not charge for this work because he considered it a favor to Mr. DeRosa.

Maurice Fabiani and Ed Mikenas, both friends of Mr. DeRosa, also performed free work at the cottage in the summer of 1997. Mr. DeRosa had asked Mr. Fabiani, a construction worker and longtime friend of Governor Rowland and Mr. DeRosa, to supply Mr. DeRosa with a bulldozer to level ground. Mr. Fabiani told Committee investigators that he operated the bulldozer himself out of convenience. Mr. Fabiani said that he did approximately \$300 worth of work, but did not seek payment because of his friendship with Mr. DeRosa. *Ex. 353.*

Mr. Mikenas, an ironworker and the cousin of Mr. DeRosa's wife, cleared brush and helped build a patio. Mrs. Rowland also asked Mr. Mikenas to put up molding and wallpaper the bathroom. Mr. Mikenas told an investigator for the Committee that he was happy to do the work for Governor Rowland, and that he did it as a favor to Mr. DeRosa without expecting payment.

### **(b) Work Coordinated and Performed by Peter Ellef**

As noted below, Mr. Ellef helped coordinate and paid for half of the work done at the cottage by Link Mechanical Services, Inc. He also provided a stepping stone. *Ex. 152.*

**(c) Work Coordinated and Performed  
by P.J. Delahunty**

P.J. Delahunty had two workmen employed by his family's company, Peter and Kevin Classen, remove sheetrock from the main room of the cottage. *Exs. 152, 324 (McKenzie Dep. at 131:13 - 137:12)*. The workmen received their normal salaries from the company, and Governor Rowland did not pay them or Mr. Delahunty for their services. *Ex. 152*.

**(d) Work Performed by Jo McKenzie**

Jo McKenzie testified at her deposition that she did three things at the cottage: (1) she made suggestions for ceiling work to P.J. Delahunty; (2) she helped Peter Ellef pick a stepping stone; and (3) she met with William Tomasso and Mrs. Rowland to discuss heating. *Ex. 324 (McKenzie Dep. at 131:13 - 137:12)*. In a statement on December 12, 2003, Governor Rowland said that Ms. McKenzie coordinated work at the cottage. *Ex. 152*. She disagreed with that statement. *Ex. 324 (McKenzie Dep. at 149:16 - 153:20)*.

**(2) Cottage Renovations Coordinated  
or Performed by State Contractors**

**(a) The Tomassos**

In December 2003, Governor Rowland stated publicly that employees of a company owned by the Tomasso family performed work on the cottage in 1999. *Ex. 152*. Evidence presented to the Committee suggests that Tomasso Brothers, Inc., a company owned by the Tomasso family, purchased materials for the cottage at Miner's Lumber in May 1998. *Exs. 426A, 469*. Because the Tomassos invoked their privilege against self-incrimination, investigators for the Committee were unable to speak to them about when their employees actually did the work. However, the evidence suggests that it occurred in 1998 and not 1999 as the Governor said in his statement.

In addition to performing work at the cottage, the Tomassos helped coordinate work there. Specifically, in early May 1998, William Tomasso asked Chris Link of Link Mechanical Services, Inc., a heating and air-conditioning company in New Britain, to install heat at the cottage. Mr. Link then went to the cottage with Mr. Tomasso and Peter Ellef to determine what work would be required. On or about May 12, 1998, Mr. Link mailed a proposal to the Governor and Mrs. Rowland at the Governor's Residence specifying that the work would cost \$4,904.34. *Ex. 193*. Jo McKenzie testified that the Governor and Mrs. Rowland open their own mail at the Governor's Residence. *Ex. 324 (McKenzie Dep. at 68:24 - 69:5)*.

In February 1999, Peter Ellef asked Mr. Link for a new proposal, which Mr. Link mailed to the Governor and Mrs. Rowland at the Governor's Residence on

or about February 11, 1999. *Ex. 139*. The cost and scope of work in this proposal were identical to the May 1998 proposal. *Exs. 139, 193*. In March 1999, Mr. Ellef told Mr. Link to start the job. In April 1999, after the job had begun, Mr. Ellef asked Mr. Link to replace the existing water heater, increasing the cost of the job to \$5,680.

On or about April 9, 1999, Mr. Link mailed an invoice for \$5,680 to the Governor and Mrs. Rowland at the Governor's Residence. *Ex. 140*. Afterward, Mr. Ellef asked Mr. Link to send him the invoice. *Ex. 141*. In May and June 1999, respectively, Mr. Link received a \$2,840 check from Mr. Ellef and his wife and a \$2,840 check from Lawrence Alibozek and his wife in full payment for his work at the cottage. *Exs. 142, 143*. Mrs. Rowland sent Mr. Alibozek an undated handwritten note thanking him for providing heat at the cottage, and wishing him well with his plans to leave the Governor's Office. *Ex. 144*. Mr. Alibozek left the Governor's Office in July 1999. *Ex. 145*.

Mr. Link stated that a reporter approached him in early September 2003 to discuss his work at the cottage. Shortly thereafter, Mrs. Rowland called Mr. Link and said that she had discovered his invoice and wanted to pay him. Mr. Link told Mrs. Rowland that he thought the invoice had been paid, but that he would double-check. In a follow-up conversation, Mr. Link informed her that the invoice had been paid in full, and started to tell her who had paid the invoice when she cut him off. On or about September 25, 2003, Mr. Link received a \$5,680 check from Mrs. Rowland, together with a note apologizing for the "mix-up," and thanking him for his patience. *Exs. 146, 147*. Mr. Link testified that he did not know whether to return the money to Mrs. Rowland or reimburse Messrs. Ellef and Alibozek, though he thought Mrs. Rowland expected him to reimburse them.. He spoke to different people about the issue, including a member of the Tomasso family and their attorney. On or about November 26, 2003, Mr. Link sent Mrs. Rowland a check refunding her payment, together with a letter saying that his invoice previously had been paid in full. *Ex. 148*. The Rowlands have never cashed or deposited that check.

**(b) Brian Baker**

Brian Baker, a childhood friend of Governor Rowland, told a Committee investigator that Joseph Calabrese, a state contractor, first contacted him about work at the cottage. Mr. Baker also said that Governor Rowland wanted him to act as general contractor for work at the cottage because he is not a state contractor. Mr. Baker's family's company, Patrick Baker & Sons ("PBS"), facilitated payment for work done at the cottage, but did not do any of the work itself. Mr. Calabrese and at least two others who did work at the cottage, Robert Bilodeau and Glen Lauzier, billed PBS for their work.

On or about May 1, 1997, Mr. Baker sent the Governor and Mrs. Rowland a proposed letter agreement for PBS to perform work at the cottage for an amount not to exceed \$15,000. *Ex. 119*. On May 15, 1997, Governor Rowland

appointed Mr. Baker's wife to a non-paying position on the State's Adoption Subsidy Review Board. *Exs. 129, 131.* On or about July 2, 1997, Mr. Baker sent a revised proposed agreement to the Governor and Mrs. Rowland that expanded the scope of work, and increased the cost to \$15,500. *Ex. 121.* On or about July 17, 1997, Governor Rowland sent PBS a check for \$10,000. *Ex. 122.* PBS sent a final invoice dated August 1, 1997 to Governor Rowland at the Governor's Residence, which reflected the \$10,000 down payment and a \$5,000 balance due. *Ex. 124.* On or about October 3, 2003, Governor Rowland sent Mr. Baker a check in the amount of \$4,980.21, together with a note apologizing "for the mix-up" and thanking him for his "patience." *Exs. 125, 127.*

State records indicate that PBS received \$15,006.24 from the state between 1996 and 2004, while the bill remained outstanding. *Ex. 395.*

**(c) Joseph Calabrese**

On or about May 30, 1997, Joseph Calabrese invoiced and timely received payment from PBS for his work at the cottage, which totaled \$155. *Ex. 120.* State records indicate that a company partially owned by Mr. Calabrese, Calabrese & Kuncas, received \$156,792 from the state between 1996 and 1999, and another company wholly owned by him, Joseph L. Calabrese, P.C., received approximately \$120,329 from the state between 2001 and 2004. *Ex. 395.*

**(d) Robert Bilodeau**

Robert Bilodeau did sheet rocking and painting at the cottage. He invoiced and timely received payment from PBS for his work, which totaled \$3,500. *Ex. 350.* Mr. Bilodeau said that Brian Baker never promised him state work if he did work at the cottage, and that he, Mr. Bilodeau, charged Governor Rowland a fair price.

**(e) Glen Lauzier**

Mr. Bilodeau asked Glen Lauzier, the owner of InsideOut Home Improvement, to do carpentry work at the cottage. Mr. Lauzier met with Joseph Calabrese and gave him a \$6,000 estimate to do kitchen cabinets, a breakfast bar and trim. According to Mr. Lauzier, Governor Rowland (and others) stopped by the cottage while he was finishing up, thanked him for his work and offered him a beer. Mr. Calabrese later asked Mr. Lauzier to do tile work at the cottage. The tile already had been purchased, and Mr. Lauzier charged \$1,900 for his labor. At Mr. Calabrese's direction, Mr. Lauzier sent two invoices to PBS, one for \$6,000 and the other for \$1,900. *Exs. 351, 352.* PBS paid both invoices in a timely manner. *Id.*

**(f) Cocchiola Paving**

During the summer or early fall of 1997, Cocchiola Paving, a company owned by Anthony Cocchiola, furnished a backhoe, excavator and loader for work at the cottage. The company also hauled topsoil. Cocchiola Paving sent an invoice dated October 10, 1997 for \$2,000 to “Governor Rowland c/o Cicchetti & Tansley,” which Governor Rowland did not pay until September 22, 2003. *Ex. 149, 150.*

State records indicate that Cocchiola Paving received \$323,112 and \$561,322 from the state in fiscal years 1998-99 and 2002-03, respectively, during which time the company’s invoice for its work at the cottage was unpaid. *Ex. 395.* The Committee was not able to interview Mr. Cocchiola because he invoked his privilege against self-incrimination.

**(3) The Governor and Mrs. Rowland’s Payments for the Cottage Renovations**

As noted above, the Governor and Mrs. Rowland did not begin to pay for most of the renovations to the cottage until the latter part of September 2003, even though the work was completed and billed many years earlier. The payments were made after a September 18, 2003 news article reported that the former Commissioner of the Department of Public Works, Theodore Anson, improperly had received free architectural drawings from a firm doing business with the state. *Ex. 154.*

The Governor and Mrs. Rowland obtained financing from two sources in order to pay for the renovations. On September 21, 2003, Governor Rowland applied for and later was approved for a \$25,000 line of credit from Fleet Bank. *Ex. 299.* The next day, his brother gave him and Mrs. Rowland checks for \$6,000 and \$4,000, respectively. *Exs. 396, 468.* On September 25, 2003, Governor Rowland drew down \$10,000 on the Fleet Bank line of credit, and wrote Mrs. Rowland a check for \$2,000. *Exs. 397, 467.* Without this check from Governor Rowland and the September 22, 2003 check from his brother, Mrs. Rowland would not have had the funds in her checking account to pay Chris Link on September 25, 2003, as discussed in Part VI.D(2)(a) above. Similarly, had Governor Rowland not received the check from his brother and obtained the Fleet Bank line of credit, he would not have had the funds in his checking account to pay Astro Electric, O&G Industries, PBS and Cocchiola Paving, as discussed in Parts VI.D(1)(a) and VI.D(2)(b) and (f) above.

On November 25, 2003, a media report raised questions about the renovations to the cottage, including who coordinated and performed the work, the price of the work, and who paid for it and when. *Ex. 481.* Following this, Governor Rowland made a series of public remarks about the cottage, which he later admitted in a statement released on December 12, 2003 were “incorrect

and incomplete.”<sup>34</sup> Exs. 152, 354, 355. In the December 12 statement, Governor Rowland listed Jo McKenzie as one of the coordinators of the cottage renovations, and noted that the Tomassos had done some work at the cottage in 1999. Ex. 152. However, as discussed in Parts VI.D(1)(d) and VI.D(2)(a) above, Ms. McKenzie disputes that she coordinated work at the cottage, and evidence obtained by the Committee suggests that the Tomassos did work at the cottage in 1998, and not in 1999.

## **E. Connecticut Juvenile Training School**

### **(1) The Contract Award Process**

Reports that Governor Rowland intended to resign came on the morning that the Committee was prepared to hear evidence concerning the construction contract award for the Connecticut Juvenile Training School (“CJTS”). In light of the Governor’s impending resignation, the Committee adjourned and did not hear that evidence. Nevertheless, the Committee includes in this final report a summary of the evidence that would have been presented on that subject.

Tomasso-related entities have done significant business with the state during the Rowland Administration. A report from the Auditors of Public Accounts shows that, since 1995, Tomasso companies received direct payments from the state totaling \$187,061,754, and pass-through payments totaling \$129,885,578. Ex. 201. One of the projects awarded to the Tomassos was the construction of the CJTS facility in 1999.

As early as February 1993, Governor Weicker proposed setting aside nearly \$47 million in funding for renovations and improvements to the old Long Lane School. The scope of the project thereafter was reduced and a new, smaller facility was advocated by the Rowland Administration through 1997. Thereafter, public support for a new facility was crystallized by a tragedy. In late September 1998, a 15-year-old resident of the old Long Lane juvenile facility was found hanged in her room. Following her death, there were public calls for reform, and the Department of Children and Families (“DCF”) and the Department of Public Works (“DPW”) committed to building a new juvenile-detention facility. On November 10, 1998, DPW Commissioner Theodore Anson sent a memorandum to Lawrence Alibozek stating that DPW had assembled a project team for CJTS, that special legislation could be enacted to accelerate the project and that Mr. Alibozek’s assistance in enacting such legislation would be greatly appreciated. Ex. 275. One member of the Tomassos’ CJTS design-build team noted that CJTS was the “#1 project by Gov.” Ex. 335A.

On November 17-19, 1998, officials from DPW and DCF went to the State of Ohio to inspect three juvenile-justice facilities, including one in Marion (the

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<sup>34</sup> At the hearings, the Committee saw video clips of comments that Governor Rowland made to the press in December 1997 in which he said he had paid for all of the renovations to the cottage.

“Marion Facility”). Exs. 335, 380. KZF, Inc. (“KZF”), a Cincinnati, Ohio architecture firm that designed the Marion Facility, met with the Connecticut officials on that trip. Ex. 335. A second group of Connecticut officials visited Ohio on November 22- 24, 1998, including Peter Ellef, Mr. Alibozek and Kristine Ragaglia, Commissioner of DCF. Also on this trip were William Tomasso and Charles Boos, a principal of Kaestle Boos Associates, a Connecticut-based architecture firm with strong ties to the Tomassos. Ex. 291. An itinerary provided to Mr. Boos by Mr. Tomasso’s office reflects Mr. Tomasso’s presence on the trip. Ex. 291.

The summer before his trip to Ohio, Mr. Tomasso helped renovate the Governor’s cottage. In May 1998, he arranged for Chris Link to provide an estimate for the installation of a furnace at the cottage. On May 20, 1998, Tomasso Brothers, Inc. issued a purchase order to Miner’s Lumber for gutters and other materials to repair the cottage’s exterior. Ex. 426A. Governor Rowland later admitted that he did not pay for either the gutters or exterior repairs. Ex. 152. Notwithstanding the date on the purchase order, the Governor said in a statement released to the press on December 12, 2003 that the gutter and exterior work had been performed in 1999. *Id.*

The evidence obtained by the Committee shows that Governor Rowland learned that Mr. Tomasso was in Ohio with Mr. Ellef, Mr. Alibozek and Ms. Ragaglia while the group was there. Christine Corey, the Governor’s Executive Assistant, told Committee investigators that, while Mr. Tomasso and Mr. Ellef were in Ohio together, Governor Rowland discovered that they were looking at a model facility in that state. According to Ms. Corey, the Governor was very upset by this discovery. She emphasized to the Committee’s investigators that the Governor had not known about the trip beforehand and was surprised to find out about it. According to Ms. Corey, upon learning that Mr. Ellef and Mr. Tomasso were in Ohio, the Governor said words to the effect of “I can’t believe they did this. I did not know about it.”<sup>35</sup> Kathleen Mengacci, the Governor’s Executive Secretary, provided an affidavit to the Committee that buttressed Ms. Corey’s recollection of these events. Ms. Mengacci stated, “I do recall the Governor once seemed aggravated when he learned one afternoon that Mr. Ellef and Mr. Tomasso were out in Ohio, asking what they were doing out there.” Ex. 447 (*Mengacci. Aff.* ¶ 15).

The Committee found no evidence indicating that Governor Rowland confronted Mr. Ellef or Mr. Tomasso about the Ohio trip, or that he took any other action to remedy the situation. Indeed, notwithstanding Ms. Corey’s and Ms.

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<sup>35</sup> The Committee served a testimonial subpoena on Ms. Corey, but she invoked her right against self-incrimination and refused to testify.

Mengacci's recollections, in March 2003, the Governor, through his spokesperson, denied knowing that Mr. Tomasso had been on the trip.<sup>36</sup>

Mr. Tomasso's presence on the Ohio trip appears to have violated Conn. Gen. Stat. § 4b-27, which makes it a criminal offense for state employees to discuss with outsiders a state agency's real estate needs absent approval of the agency's Commissioner. Commissioner Anson testified before the Government Administration and Elections Committee on April 2, 2003 that he was unaware of the trip and that the presence of a contractor on such a trip would constitute preferential treatment and "would be wrong." *Ex. 329 (Hearing Tr. at 29, 63-64)*. Marc Ryan, Secretary of the State Bond Commission, which was responsible for funding CJTS, also confirmed under oath that Mr. Tomasso should not have been on the trip. *Ex. 323 (Ryan Dep. at 147:25 - 149:15)*.

Mr. Boos told Committee investigators that, while at the Marion facility, he and Mr. Tomasso met Kendal Ball, a retired official of the Ohio Department of Youth Services who had worked with KZF on the Marion facility. Mr. Boos also said that, of the two or three facilities he and Mr. Tomasso viewed with state officials during that trip, the group was most impressed with the Marion facility because they thought it had the best and most recent design features. Shortly after that trip, DPW and DCF unofficially decided that the Marion Facility would be the model for CJTS. This decision was made even though Marion was a maximum-security facility designed for teenagers older than those who would be housed at CJTS.

Mr. Tomasso's presence on the trip gave his company a competitive advantage in obtaining the CJTS contract. By going on the trip and meeting Mr. Ball, Mr. Tomasso was able to lock up an exclusive consulting relationship with Mr. Ball in the first half of December 1998, well before other potential contractors on CJTS even knew that the Marion facility was being considered as a model. *Exs. 335A, 344*. Jeff Skeggs of KZF told a Committee investigator that Mr. Ball was a "pivotal" person on CJTS both because of his involvement with the Marion facility and because of the insights he later gained as a consultant to the State of Connecticut on CJTS. KZF's handwritten notes also state that Mr. Ball "is a key." *Ex. 335A*. Given the state's singular interest in the Marion model, and Mr. Ball's unique inside information about the facility, it can be inferred that his presence on the Tomasso team played a significant role in the ultimate award of the project to the Tomassos.

The Committee's evidence further showed that, at the same time Mr. Ball was a member of the Tomassos' CJTS team, he agreed to assist the State of Connecticut in developing a Request for Proposal ("RFP") for the CJTS project. Between December 2 and 4, 1998, DPW met with Mr. Ball to discuss his

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<sup>36</sup> Dave Altimari and Eric Rich, *Tomasso Got Exclusive Preview of State Project; Company's Presence on Tour of Juvenile-Center Model a Focus of Influence-Peddling*, *The Hartford Courant*, p. A1 (Mar. 19, 2003).

participation with the state on the project. *Ex. 274.* On December 3, 1998, Mr. Ball signed a Personal Services Agreement with DPW to assist the state in drafting the RFP. *Ex. 276.* At that point in time, CJTS was a “design-build” project, meaning state contractors would bid for the right to design architecturally, and then construct, the facility. Mr. Ball’s contract with DPW ran until January 30, 1999. *Id.* On December 14, 1998, the same day that DPW issued a request for qualifications (“RFQ”) to interested contractors on the CJTS project, Mr. Ball sent a final invoice to DPW for his services in helping to draft the RFP. *Ex. 274.*

The contract award process outlined by the state in its RFQ had two steps. First, prospective contractors had to provide documents required by the RFQ. Second, a short list of contractors would be selected to continue to the next step of the award process, which required a written response to an RFP. *Ex. 343.* The successful contractor would be selected from the short list of teams that made it to the RFP phase. *Id.* A memorandum from Mr. Alibozek to the Governor and others dated December 15, 1998 explained that “[p]lanning for the new facility is in progress and we expect to break ground in Middletown in the Spring.” *Ex. 245.*

DPW formed an evaluation committee to review responses to the RFQ. The committee prepared an analysis dated January 4, 1999.<sup>37</sup> *Ex. 327.* The analysis of the Tomasso team’s submission noted that Mr. Ball was a member of the team (notwithstanding the fact that he had helped draft the RFP for CJTS), as well as KZF, the Ohio architects who had designed Marion. *Id.* In deciding that the Tomasso team should move to the next phase of the selection process, the evaluation committee wrote that the Tomassos had “an excellent start to design using Marion, OH knowledge” and that “[t]he use of the recent OH projects is what we were looking for.” *Id.* The evidence thus confirms that William Tomasso’s presence on the November 23-24, 1998 trip to Ohio substantially helped his company’s team advance in the CJTS selection process.

On January 25, 1999, DPW suddenly cancelled the contract award process for CJTS, stating that DPW had “reconsider[ed] its method of delivering the project.” *Ex. 339.* The reasons for the cancellation were explained in an undated and unsigned letter written by Bruce Bockstael, a DPW official and the Chairman of DPW’s Evaluation Committee on CJTS. *Ex. 525.* In his letter, Mr. Bockstael wrote that a design-build format was inappropriate because “the design we want to consider has been prepared by one of the shortlisted development teams.”

In interviews with Committee investigators, Mr. Bockstael made clear that his letter was referring to the fact that KZF was on the Tomasso team and, as noted earlier, was the firm that had designed the Marion Facility. Mr. Bockstael believed that, given the state’s interest in using Marion as a model, it was

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<sup>37</sup> The date on the document actually says “January 4, 1998,” but it is clear from the record that the 1998 date is an error and should read “1999.”

inappropriate to allow the designer of that facility to participate with one of the prospective contractors because it gave that team an unfair advantage. Significantly, Mr. Bockstael indicated that he was unaware of the Marion trip and therefore unaware that Mr. Tomasso had been on it and had met Mr. Ball there. Accordingly, from Mr. Bockstael's point of view, the problem to be addressed by terminating the award process was that KZF was on the Tomasso team.

Mr. Bockstael believed that the solution to the problem was to switch the construction model to what is known as a "construction management" project, which is what the state did after canceling the design-build phase. With a construction management project, the state (and not a prospective contractor) hires the architect to provide the design for a facility. Using the state-hired architect's design, construction companies in the construction management model then compete for the right to build the specified facility. From Mr. Bockstael's point of view, the unfairness of allowing KZF to be on the Tomasso team would be cured if the state – as opposed to the Tomassos – hired KZF to design CJTS, which is what the state did.<sup>38</sup>

Despite Mr. Bockstael's efforts to remedy the situation, the Tomassos retained an advantage even under the construction management model. First, DPW hired KZF as the design architects for CJTS, and KZF had until that point been a member of the Tomasso team and had shared its views on the construction with the Tomassos. *Ex. 336*. Second, DPW and DCF continued to utilize the Marion facility as the design model for CJTS in the construction management phase. *Exs. 328, 336*.

In an informational release sent to prospective contractors on or about April 1, 1999, DPW told them "[w]e expect you to put together your team and make a presentation to our selection [c]ommittee this next week. Obviously, you have not been given extensive time to prepare for this effort, but all of the firms are in the same position." *Ex. 209*. This statement did not account for the fact that the Tomassos had benefited from the approximately four-month period they had to prepare a submission consistent with the Marion model. In contrast to the Tomassos, other firms had only a short period of time to prepare their submissions since the DPW's informational release was the first public indication of which the Committee is aware that Marion was to be the model for CJTS. Nor did the other firms benefit from the expertise that Mr. Ball provided to the Tomasso team alone. The Committee was unable to interview William Tomasso to obtain his view on this matter since he invoked his right against self-incrimination. Mr. Ball declined to speak to the Committee's investigators.

The Tomasso team was interviewed by DPW's selection committee on April 23, 1999. The Tomassos' written submission to DPW included the resume of Mr. Ball as a team member. *Ex. 334*. Mr. Ball also signed in during the

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<sup>38</sup> In a letter to a DCF official dated March 17, 1999, KZF urged that it be hired by the state as the architect for CJTS and indicated that the "KZF Design Team" included Mr. Ball. *Ex. 336*.

interview as a member of the Tomasso team. *Ex. 333*. DPW awarded the Tomassos the contract on May 10, 1999, *Ex. 210*, just days after the General Assembly approved fast-track legislation exempting CJTS from the competitive bidding process. *Ex. 512*. On July 2, 1999, Governor Rowland appointed William Tomasso to an unpaid position on the Juvenile Justice Advisory Committee. *Ex. 204*. The Tomassos signed a formal construction contract with the state on September 28, 1999 giving them a fee of \$3.3 million for the CJTS project. *Ex. 509*.

## **(2) The Bond Commission Funding for the Project**

Governor Rowland is the Chairman of the State Bond Commission (“SBC”) and has the exclusive right to put items on the Commission’s agendas. *Ex. 323 (Ryan Dep. at 35:16-20)*. As a general matter, large public works projects like CJTS are awarded before the SBC allocates funds to them, and SBC members know who has won the projects. *Id. (Ryan Dep. at 44:9 - 45:13)*. Even after the SBC votes to allocate funds to a particular project, the Governor has the power not to allot funds to the project if he determines that it no longer is appropriate. *Id. (Ryan Dep. at 78:20 - 79:8)*. As Secretary Ryan explained at his deposition, “if we don’t like something going on, we could not allot the monies.” *Id. (Ryan Dep. at 100:15-21)*. And, even after allotment, the Governor can unallot earmarked dollars, or the awarding agency can refuse to enter into the proposed contract if there is a reason to do so. *Id. (Ryan Dep. at 105:4-10)*.

After the Tomassos were awarded the CJTS project, the SBC approved funds for the project at three different meetings: on May 27, 1999 (\$5 million); on August 27, 1999 (\$22.5 million); and on May 26, 2000 (\$11.3 million). *Exs. 211, 212, 213, 214, 241*. Before each of these meetings, Governor Rowland approved agendas with these funding items on them. He also voted for these items at each meeting.

Each of the SBC meetings and votes noted above took place after William Tomasso had arranged for heat to be installed at the Governor’s Litchfield cottage; after the Tomassos appear to have made exterior improvements to the cottage; and after Governor Rowland had vacationed at the Tomassos’ home in Florida on March 18-24, 1999. *Ex. 178*. In addition, the May 26, 2000 vote occurred after Governor Rowland’s stay at the Tomasso-owned home in Chester, Vermont on February 18-21, 2000. *Ex. 180*. Governor Rowland did not disclose these facts during any of the SBC’s meetings. *Ex. 323 (Ryan. Dep. at 176:22 - 177:3)*. Nor did he disclose at any SBC meeting that he knew Mr. Tomasso had been in Ohio with Peter Ellef to view the Marion facility. Nor did the Governor recuse himself from any of the SBC’s votes on CJTS. Finally, at no time after the allotment of the funds by the SBC did the Governor make any effort to revoke the allotment or withhold the funds on grounds that the award process had been tainted by the Ohio trip.

## **VI. Conclusion**

On June 21, 2004, prior to the completion of the Committee's evidentiary hearings, Governor Rowland announced his resignation from office, effective July 1, 2004 at noon. In light of the Governor's pending resignation, the Committee suspended its evidentiary hearings. Accordingly, this final report makes no recommendation to the House on whether Governor Rowland's conduct warrants impeachment.

Respectfully submitted,

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