

## Recent Enforcement Matters

*The Ethics Commission investigates numerous cases alleging violations of the conflict of interest and financial disclosure laws each year. While the Commission resolves most matters confidentially, it resolves certain cases publicly. Decisions and orders and disposition agreements are matters of public record once a case is concluded.*

*A decision and order concludes an adjudicatory proceeding or civil trial. The decision is a finding by the Commission that the law was or was not violated and the order determines the civil penalty or other remedy, if any, that the subject must pay. The Commission's decision may be appealed in Superior Court.*

*A disposition agreement is a voluntary written agreement entered into between the subject of a case and the Commission in which the subject admits violating the law and generally agrees to pay a civil penalty.*

*The Commission does not comment on any matter under investigation, nor does the office confirm or deny that it has received a specific complaint. The identity of any complainant is kept confidential.*

### Decision and Order

**In the Matter of James Mazareas**  
The Commission issued a Decision and Order concluding that Lynn School Superintendent James Mazareas violated the conflict law by making personnel decisions about his wife. The Commission ordered Mazareas to pay a civil penalty totalling \$2,500. Mazareas was ordered to pay a \$1,000 penalty for violating §19 by appointing his wife to serve on the transition team when he became superintendent and to pay a \$1,000 penalty for violating the same section of the law by appointing her to facilitate a summer curriculum workshop. Mazareas was also ordered to pay a \$500 penalty for violating §23(b)(3) by recommending that his wife be transferred from a federally funded position to a comparable staff position on the city payroll under his direct supervision after becoming involved in a dispute with his wife's supervisor.

### Disposition Agreements

**In the Matter of Ruthanne Bossi**  
The Commission fined former Billerica

Building Inspector Ruthanne Bossi \$10,000 for violating §19 by reviewing and approving permit applications submitted by her brother, George Allen, a Billerica developer. The amount of the fine reflects the fact that Bossi was twice notified by the Ethics Commission that she should not participate in matters involving her brother yet continued to be involved and did so by using a "squiggle" rather than her initials to secretly indicate her approval.

**In the Matter of Francis Callahan**  
The Commission fined Ayer Commissioner of Trust Funds Francis Callahan \$2,000 for violating G.L. c. 268A, §§17 and 19 of the state's conflict of interest law, by investing \$90,000 of the trust funds' money with New England Securities, the licensed broker/dealer of securities for his employer, New England Financial. The Ayer Commission of Trust Funds is responsible for investing the town's scholarship trust funds.

**In the Matter of Joan Langsam**  
In a Disposition Agreement, former Somerville Solicitor Joan Langsam admitted violating M.G.L. c. 268A, §19 by participating, in late 1998 and early 1999, in the drafting of a \$180,000

project manager contract between the city and her husband after former Mayor Michael Capuano named MacDonald project manager. Langsam's participation included helping to prepare a boilerplate contract with general terms and conditions for any project manager situation and providing input in adapting that boilerplate contract to the particular circumstances of her husband serving as the library renovation project manager.

**In the Matter of Eugene Lemoine**  
The Commission fined former Southampton Police Chief Eugene LeMoine \$2,000 for violating G.L. c. 268A, §23(b)(2) of the conflict of interest law by submitting an invoice for payment to the town for sweatshirts for which he had already received payment. LeMoine also agreed to reimburse the town \$605, which was the total payment he received.

**In the Matter of Robert Manzella**  
The Commission issued a Disposition Agreement in which Rockland Zoning Board of Appeals Member Robert Manzella admitted violating the state's conflict law and paid a fine of \$2,000. According to the agreement, Manzella violated G.L. c. 268A, §17(c) by appearing before the ZBA on behalf of Manzella & DiGrande Inc., a family-operated prop-

**Continued on page 5**

### SECTION BY SECTION: WHAT THE CONFLICT LAW SAYS

#### G.L. c. 268A

- Section 17(a) prohibits a municipal employee from receiving compensation from anyone other than the municipality in connection with a particular matter in which the municipality is a party or has a direct and substantial interest.
- Section 17(c) prohibits a municipal employee from acting as agent for anyone other than the municipality in connection with a particular matter in which the municipality is a party or has a direct and substantial interest.
- Section 19 generally prohibits a municipal employee from officially participating in matters in which the employee or certain others has a financial interest.
- Section 20 generally prohibits a municipal employee from having a financial interest in a contract made by a municipal agency of the same municipality that employs him.
- Section 23(b)(2) prohibits a public employee from using his or her position to obtain for the employee or others an unwarranted privilege of substantial value, one not properly available to similarly situated individuals.
- Section 23(b)(3) prohibits a public employee from acting in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that anyone can improperly influence or unduly enjoy the public employee's favor in the performance of his or her official duties.



# Commonwealth of Massachusetts STATE ETHICS COMMISSION

John W. McCormack Office Building - One Ashburton Place - Room 619  
Boston, Massachusetts 02108-1501

FOR IMMEDIATE RELEASE  
October 18, 2001

Contact: Carol Carson  
(617) 727-0060

## **Ethics Commission Fines Former Somerville Solicitor Joan Langsam \$3,500 for Participation in Her Husband's Contract**

The Massachusetts State Ethics Commission today fined former Somerville Solicitor Joan Langsam \$3,500 for violating the state's conflict of interest law by participating as solicitor in a contract hiring her husband, Frank MacDonald, as project manager for the \$11 million renovation of the Somerville Central Library.

In a Disposition Agreement released today, Langsam admitted violating M.G.L. c. 268A, §19 by participating, in late 1998 and early 1999, in the drafting of a \$180,000 project manager contract between the city and her husband after former Mayor Michael Capuano named MacDonald project manager. Langsam's participation included helping to prepare a boilerplate contract with general terms and conditions for any project manager situation and providing input in adapting that boilerplate contract to the particular circumstances of her husband serving as the library renovation project manager. She advised that the contract should identify Commercial Bidding Limited Partnership, a partnership of MacDonald and his mother, as the contracting party. She also advised that the contract did not need to go out to bid and that the contract should specify a minimum term of 32 months.

In early January 1999 before the contract was approved by the auditor, solicitor and acting mayor, MacDonald began providing project management services. The city auditor raised concerns about a clause relating to reimbursement for expenses and whether the contract needed to go out to bid and refused to sign it. Langsam assigned a subordinate to address the auditor's concerns. She also advised lawyers in her department that the contract did not have to go out to bid.

On February 11, 1999, Langsam disclosed in writing to the city's acting mayor (Capuano had resigned) her husband's financial interest in the contract, stating that her office reviewed the contract "only as to form." In a letter dated February 22, 1999, the acting mayor made a determination that Langsam could participate in determining whether "the contract meets all legal requirements." Langsam then signed the contract as city solicitor "as to form." The contract was executed by the acting mayor, but was ultimately repudiated by Mayor Capuano's elected successor in June 1999.

Section 19 of the conflict law generally prohibits a municipal employee from officially participating in matters in which an immediate family member has a financial interest. An exemption is available that would allow a municipal employee to participate if the municipal employee makes a full written disclosure to and receives a written determination in advance from her appointing authority, the mayor.

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Full text of the Disposition Agreement (8 pages) is available upon request.  
To request a copy, call Carol Carson at 617-727-0060.



COMMONWEALTH OF MASSACHUSETTS  
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY  
DOCKET NO. 644

IN THE MATTER

OF

JOAN LANGSAM

**DISPOSITION AGREEMENT**

This Disposition Agreement is entered into between the State Ethics Commission and Joan Langsam pursuant to Section 5 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in Superior Court, pursuant to G.L. c. 268B, §4(j).

On March 22, 2000, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Langsam. The Commission has concluded its inquiry and, on August 8, 2001, found reasonable cause to believe that Langsam violated G.L. c. 268A, §19.

The Commission and Langsam now agree to the following findings of fact and conclusions of law:

### **-Findings of Fact-**

1. Langsam was Somerville's solicitor from January 1993 to June 1999.
2. Langsam is married to Frank MacDonald.
3. MacDonald is the president and treasurer of Management Construction, Inc. Management Construction, Inc. and Genevieve MacDonald, Frank MacDonald's mother, are partners in Commercial Bidding Limited Partnership ("CBLP").
4. In late 1998, Somerville Mayor Michael Capuano decided to name MacDonald as the project manager for the 11 million dollar renovation of, and addition to, the Somerville Central Library.
5. The project manager contract was to be awarded by the city's Department of Public Works. Carol Antonelli was the DPW administrator whose job included preparing such contracts.
6. Langsam and her department would have limited, if any, participation in the drafting of a city contract. If a boilerplate contract existed, it would be adapted as appropriate to the circumstances by the interested department, signed by the department head and the vendor, and then signed by the auditor attesting to the availability of sufficient funds. At that point the contract would come to the Law Department, and Langsam would have an attorney in her office review the already executed contract for its legal correctness. If the contract were acceptable legally, she would sign it, approving it "as to form."
7. While ordinarily Antonelli would have used a "boilerplate" form contract for consultant services, such as the library renovation project manager services, she did not have a suitable form contract. This was because, traditionally, the city contracted with an

architect, and the city's project manager was on the architect's payroll. For the library project, and other future similar construction projects, however, the city had decided to contract directly with the project manager. Consequently, Antonelli sought help from Langsam in drafting this new type of boilerplate contract.

8. In her position as city solicitor Langsam participated in drafting the contract for MacDonald's services. Langsam first helped Antonelli prepare a boilerplate contract with general terms and conditions for any DPW project manager situation. Thereafter, Langsam provided input to Antonelli in adapting that boilerplate contract to the particular circumstances of MacDonald serving as the library renovation project manager. She advised Antonelli that the library project manager contract should identify CBLP as the contracting party. Thereafter, she also advised Antonelli that as a matter of law the contract did not need to go out to bid, and that the contract should specify a minimum term of 32 months. (Langsam wrote the 32-month recommendation in her own handwritten edit on of the drafts between her and Antonelli.) The final contract was in CBLP's name and did not go out to bid. The 32-month minimum was dropped in favor of a 36-month term, apparently at the DPW commissioner's request because he determined that such a minimum was in the city's interests.

9. Once the contract was drafted, it went to CBLP and the DPW commissioner for execution. In or about late December 1998 those parties signed the contract. The contract was for three years at \$60,000 per year, a total of \$180,000. It then went to the city auditor in early January 1999.

10. In early January 1999, MacDonald began providing project management services regarding the library work even though the contract had not yet been approved

by the auditor, city solicitor or the acting mayor (by this point Mayor Capuano had resigned).

11. The auditor refused to sign the contract as drafted. She questioned several aspects of the contract, primarily a clause relating to reimbursement for expenses and whether the contract need not go out to bid, a concern shared by some of Langsam's subordinates in the city's law department.

12. Later in January 1999 Langsam advised members of her legal staff that the contract did not have to go out to bid. She also selected one of her subordinates to address the auditor's concerns.

13. On February 11, 1999, after returning from a four-week trial in federal court, Langsam disclosed in writing to the acting mayor her husband's financial interest in the contract and that her office had reviewed the contract "only as to form" and that her "signature on contracts indicates that my department has reviewed them and is satisfied that they meet all necessary legal requirements." By letter dated February 22, 1999, the acting mayor made a written determination that Langsam could participate in determining whether "the contract meets all legal requirements," since her role did "not extend to any evaluation of the business benefits of a particular contract or the desirability of the particular terms negotiated by the department involved." The contract was thereafter executed by the acting mayor. It was ultimately repudiated by Mayor Capuano's elected successor in June 1999.

14. Ultimately, on February 22, 1999, the law department provided the auditor with a letter informing her that her authority was limited to certifying that adequate funds were available. The auditor then agreed to sign the contract.

**-Conclusions of Law-**

15. Section 19 of G.L. c. 268A, except as otherwise permitted in that section, prohibits a municipal employee from participating as such in particular matters in which he or an immediate family member has a financial interest (None of the exemptions applies here.)

16. As Somerville's solicitor, Langsam was a municipal employee as that term is defined in G.L. c. 268A, §1.

17. The decisions to draft a boilerplate contract for MacDonald's type of project manager position, and then more particularly as to MacDonald's contract to have the city engage him in his corporate rather than individual capacity, to not put the contract out to bid, and to include a minimum term for the contract, were each particular matters.<sup>1</sup>

18. Langsam participated<sup>2</sup> in each of these particular matters by providing substantive legal advice to Antonelli.

19. MacDonald was a member of Langsam's immediate family.<sup>3</sup>

20. MacDonald had a financial interest in each of these particular matters.

The decision to draft a boilerplate contract would set the basic generic terms and

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1 "Particular matter" means any judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, finding, but excluding enactment of general legislation by the general court and petitions by cities, towns, counties and districts for special laws related to their governmental organizations, power, duties, finances and property.

2 "Participate" means to participate in agency action or in a particular matter personally and substantially as a state, county or municipal employee, through approval, disapproval, decision, recommendation, the rendering of advice, investigation or otherwise. G.L. c. 268A, §1(j).

3 "Immediate family member" means the employee and his spouse, and their parents, children, brothers and sisters. G.L. c. 268A, §1(e).

conditions for any contract that MacDonald would end up signing. The decision to include a minimum term could have guaranteed MacDonald a minimum payment of \$160,000 on the contract. The decision to not put the contract out to bid guaranteed that MacDonald would get the contract, and the decision to contract with MacDonald in his corporate capacity protected MacDonald from individual liability. Langsam knew of MacDonald's interest in each of these particular matters at the time she participated in each of these decisions.

21. By providing advice as city solicitor as to each of these particular matters, Langsam participated in each of those matters. When Langsam so participated, she knew on each occasion that her husband had a financial interest in the matter. Therefore, by so acting, Langsam violated §19.

22. The contract review performed by the city was also a particular matter.

23. MacDonald had a financial interest in the successful completion of that review process.

24. Langsam knew of MacDonald's interest in the successful completion of the contract review.

25. Langsam participated in the contract review process by advising lawyers in her own department that the contract need not be put out to bid, and by selecting the subordinate to address the auditor's concerns.

26. Therefore, by participating as city solicitor in each of the forgoing particular matters as part of the contract review process knowing that her husband had a financial interest in those matters, Langsam violated §19.

27. According to Langsam, she believed that her filing her written disclosure



of her husband's financial interest in the contract and her obtaining a written determination from the acting mayor as described above protected her under the §19(b)(1) exemption.<sup>4</sup> Langsam's disclosure is not a defense, however, because it occurred after her participation in the drafting and review of the contract, and, in any event, failed to disclose that participation. This in turn prevented her appointing authority from having the opportunity to make an informed written judgment as to whether he was willing to permit that degree of participation notwithstanding her husband's financial interest in those particular matters. All that the disclosure she filed and written determination she received allowed her to do was sign the contract "as to form."

#### **-Resolution-**

In view of the foregoing violations of G.L. c. 268A by Langsam, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Langsam:

- (1) that Langsam pay to the Commission the sum of \$3500 as a civil penalty for violating G.L. c. 268A, §19 by participating as described above in the drafting of and the law department's review of the library renovation project manager contract

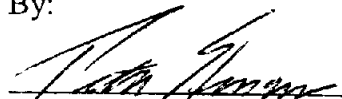
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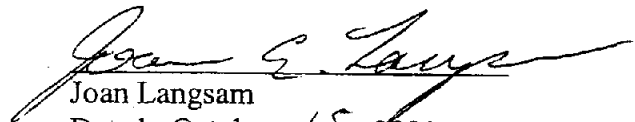
<sup>4</sup> Section 19(b)(1) provides that it shall not be a violation of §19 "if the municipal employee first advises the official responsible for appointment to his position of the nature and circumstances of the particular matter and makes full disclosure of such financial interest, and receives in advance a written determination made by that official that the interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee."

- (2) that she waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

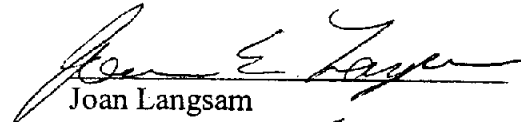
STATE ETHICS COMMISSION

By:

  
Peter Sturges, Executive Director  
Dated: October 18, 2001

  
Joan Langsam  
Dated: October 15, 2001

I, Joan Langsam, have personally read the above Disposition Agreement. I understand that it is a public document and that by signing it, I will have agreed to all of the terms and conditions therein including payment of \$3500 to the State Ethics Commission.

  
Joan Langsam  
Dated: October 15, 2001