

UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Washington, D.C.

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In the Matter of:

FREDERICK J. DALICANDRO,

Respondent.

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Docket No. 11-3689-DB

**DEBARRING OFFICIAL'S DETERMINATION**

INTRODUCTION

By Notice of Proposed Debarment dated October 28, 2010 ("Notice"), the Department of Housing and Urban Development ("HUD") notified Respondent FREDERICK J. DALICANDRO that HUD was proposing his debarment from future participation in procurement and nonprocurement transactions as a participant or principal with HUD and throughout the Executive Branch of the Federal Government for a period of three years from the date of the final determination of this action. The Notice further advised Respondent that his proposed debarment was in accordance with the procedures set forth in 2 CFR parts 180 and 2424. In addition, the Notice informed Respondent that his proposed debarment was based upon his conviction in the United States District Court for the District of Connecticut for violating 18 U.S.C. §1343 (Wire Fraud). For his conviction, the court imposed a fine of \$2,500.00.

As recited in the Stipulation of Offense Conduct incorporated into the Plea Agreement<sup>1</sup> entered into by Respondent, Respondent was Director of Cash Management for Haven Healthcare ("Haven"), a business headquartered in Connecticut, which owned, operated and leased nursing homes. Haven leased several Connecticut nursing homes from a Maryland real estate investment firm, Omega Healthcare Investors, Inc. ("Omega"). Beginning in August 2007, Respondent and the owner of Haven, Raymond Termini, engaged in a scheme to obtain money from Omega by fraudulent pretenses and promises. As part of the scheme, Respondent and Termini met and discussed with Omega's representatives in Maryland Omega's provision of funds for the improvement of the sprinkler systems at two Haven's nursing facilities, Jewett City and Soundview.

On September 20, 2007, two limited liability companies (LLC's) affiliated with Haven executed a Seventh Amendment to the Master Lease with Omega. In the Amendment, Omega agreed to provide up to \$2 million to reimburse Haven for improvements to the sprinkler systems. The funds provided by Omega were to be used

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<sup>1</sup> See Ex. 1, Government's Pre-Hearing Brief in Support of Three-Year Debarment.

solely to pay the costs of the improvements for which payment was being made. Respondent and Termini, however, as part of their scheme submitted to Omega vendor invoices and checks to vendor that purportedly represented deposits to begin the sprinkler improvements. In fact, Respondent and Termini intended to obtain the Omega funds and use the money for purposes other than the sprinkler improvements. Omega, in reliance on the vendor invoices and checks, made two wire transfers from Maryland totaling \$956,050.00 to the accounts of Jewett City and Soundview. Respondent and Termini used the funds not to pay vendors s they represented to Omega but for other purposes. Respondent knowingly participated in the scheme with specific intent to defraud.

A telephonic hearing on Respondent's proposed debarment was held in Washington, D.C. on March 8, 2011, before the Debarring Official's Designee, Mortimer F. Coward. Respondent was represented by Raymond M. Hassett, Esq. and Jeffrey McDonald, Esq. Terri L. Roman, Esq. appeared on behalf of HUD. The record closed on April 9, 2011.

### Summary

I have decided, pursuant to 2 CFR part 180, not to debar Respondent from future participation in procurement and nonprocurement transactions, as a participant, principal, or contractor with HUD and throughout the Executive Branch of the Federal Government. My decision is based on the administrative record in this matter, which includes the following information:

1. The Notice of Proposed Debarment dated October 28, 2010.
2. The Response and Argument in Opposition to Department of Housing and Urban Development Notice of Proposed Debarment filed November 24, 2010.
3. Respondent's Pre-Hearing Brief dated February 24, 2011, received March 2, 2011 (including all exhibits and attachments thereto).
4. A letter dated March 14, 2011, from Respondent's counsel addressed to the attention of the Debarring Official's Designee with an accompanying document styled The Defendant's Memorandum Concerning Restitution (received March 24, 2011).
5. The Government's Pre-Hearing Brief in Support of Three-Year Debarment filed February 8, 2011 (including all exhibits and attachments thereto).

### Government Counsel's Arguments

As background information, Government counsel recited the allegations in the Stipulation of Offense Conduct. As further background information, Counsel states that all nonprocurement transactions are (with exceptions not relevant here) covered transactions, pursuant to 2 CFR § 180.210. In addition, "loans" and "loan guarantees" are defined as nonprocurement transactions in accordance with 2 CFR § 180.970. Because Respondent was employed by Haven, a recipient of FHA-insured loans, as the Director of Cash Management, Respondent was a lower-tier participant and principal, as defined in 2 CFR § 180.200, thus subject to the debarment regulations. *See especially* 2 CFR §§ 180.130, 180.980, and 180.985.

Counsel argues that Respondent's conviction constitutes cause for debarment pursuant to 2 C.F.R. § 180.800(a)(1) and (a)(3), respectively, because his conviction resulted from fraudulent conduct and from acts of embezzlement, theft, making false statements or making false claims. Further, counsel states that Respondent should be debarred under 2 C.F.R. 180.800(a)(4) because his conviction for wire fraud shows a lack of business integrity and honesty that seriously affects Respondent's present responsibility<sup>2</sup>. Counsel adds that, as provided in 2 C.F.R. § 180.850(a), the standard of proof, i.e., a preponderance of the evidence, is met when the proposed debarment is based on a conviction. Accordingly, Respondent's guilty plea and conviction for wire fraud provides cause for Respondent's debarment under the applicable regulations.

In arguing for Respondent's debarment, counsel notes that the purpose of debarment is to ensure the Government does business only with responsible persons, thus protecting federal programs, and, ultimately, the public interest. Counsel observes that "the primary test for debarment is present responsibility, although a finding of present lack of responsibility can be based upon past acts." (Citations omitted) Based on these dicta, counsel seeks Respondent's debarment, arguing that Respondent's participation in the fraudulent scheme to obtain money through materially false pretenses and representations demonstrates a disturbing lack of honesty, integrity, and responsibility, which justifies a three-year debarment.

Counsel reviews the mitigating and aggravating factors found at 2 CFR § 180.860. In particular, counsel notes, *inter alia*, that (1) Respondent fraudulent actions resulted in actual harm to Omega to the extent of the \$956,090.00 Omega advanced and deprived Jewett City and Soundview of needed sprinkler systems; (2) the two instances of wire fraud committed over a four-month period constitute a pattern or history of wrongdoing; (3) Respondent, by consent, was suspended for a period from participation in Connecticut Medical Assistance Programs; (4) Respondent actively planned and executed the scheme in this case as evidenced by his travelling to Maryland to meet with Omega officials as part of the fraudulent scheme; (4) Respondent accepted some responsibility for his actions by his guilty plea, though he may have pleaded guilty to minimize the risk of imprisonment if he had gone to trial and was found guilty; (5) Respondent could be ordered by the court to make restitution of \$956,090.00; (6) Respondent cooperated with the Government's investigation into the fraud, although his cooperation began only after his fraud was

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<sup>2</sup> The Notice of Proposed Debarment informed Respondent that his actions were "cause for debarment under the provisions of 2 C.F.R. § 180.800(a)(1) and (4)." The Notice made no mention of 2 C.F.R. § 180.800(a)(3) as a basis for Respondent's proposed debarment, as counsel now argues. 2 C.F.R. § 180.805 provides that the Notice to respondent from the Debarring Official should advise the respondent "(b) Of the reasons for proposing to debar [the respondent] in terms sufficient to put [the respondent] on notice of the conduct or transactions upon which the proposed debarment is based; (c) Of the cause(s) under § 180.800 upon which the debarring official relied for proposing [the respondent's] debarment." *Cf.* 2 C.F.R. § 180.800.830(a), which provides that "a respondent will not have an additional opportunity to challenge the facts if the debarring official determines that - (1) [the respondent's] conviction is based upon a conviction or civil judgment." In light of these regulatory provisions, and the lurking question of whether the failure of the Notice to inform Respondent of his possible debarment under 2 C.F.R. § 180.800.800(a) (3) may raise due process issues [See *In re First Bank of Jacksonville*, No. FDIC -96-155b, 1998 WL 363852, at \*12 (May 26, 1998) ("An important component of due process is the requirement that a party be given adequate notice.")], the Debarring Official will not consider 2 C.F.R. § 180.800(a)(3) as a possible basis for Respondent's debarment.

discovered; (7) Respondent was the Director of Cash Management and acted with his co-defendant, the president of Haven, in the fraudulent scheme, thus indicating that wrongdoing was tolerated by two high-ranking principals in the company; and (8) Respondent did not bring the wrongdoing to the attention of the authorities and cooperated with the Government only after a criminal information was filed against him. Accordingly, counsel concludes that the “aggravating factors weigh heavily in favor of the proposed three-year debarment.”

### Respondent’s Arguments

Respondent, through his counsel, explained, in part, his involvement in the Omega financing as an opportunity to rescue Haven from insolvency. Respondent believed the Omega meeting in Maryland in August 2007 had a two-fold purpose, that is, to obtain money for the installation of the sprinkler system in Jewett City and Soundview and to secure funds for operational expenses of Haven. Respondent also believed that additional funds would be provided by Omega. Respondent claims that he was ignorant of the “precise structure of the financing details” and did not see the Seventh Amendment to Master Lease until the criminal prosecution, although he was “generally aware that the money provided was for sprinkler installation.”

Respondent admits that, in September 2007 in the process of obtaining funds from Omega for installation of the sprinkler system, he falsified invoices and checks to investors so as to indicate falsely that Haven was about to perform the installation. According to Respondent, his intent was to use the Omega funds to satisfy creditors and pay for the sprinkler installation. Respondent hoped to recover the funds used from a State of Connecticut program of dollar-for-dollar reimbursement. The funds were wired from Omega to Haven in October 2007; however, the decision on how the funds would be used was made by Haven’s CEO, Raymond Termini. Respondent’s plans for the use of the funds were dismissed by Mr. Termini and were never implemented.

Respondent acknowledges his guilty plea, but takes issue with HUD’s description of his actions as “egregious theft.” Respondent argues that he did not seek to, and did not, benefit from his wrongdoing. His only aim in suggesting alternate use of the funds obtained from Omega was to improve the condition of the nursing homes and avoid their going into bankruptcy.

In reviewing the mitigating factors at 2 CFR § 180.860, Respondent’s counsel points out that Respondent’s misconduct was an isolated incident and Respondent had no history of wrongdoing. Respondent acknowledges that the Connecticut Department of Social Services, after initially seeking a three-year termination of Respondent’s participation in Connecticut Medical Assistance Programs, suspended him for about six months. Counsel argues that Respondent’s role in the fraudulent funding scheme was minimal. It was Termini, the sole signatory on all Haven checking accounts, who had the final decision-making authority on all payments made by Haven.

Counsel adds that Respondent's sentence reflects his minimal culpability, and cites the sentencing court's observation that Respondent's decision was merely a "decision in effect to acquiesce." Respondent testified that he was "deeply sorry" and in his brief accepts responsibility for his actions. Counsel notes that Respondent was very useful to the Government in its investigation and prosecution of Termini. Counsel cites the court's and the prosecutor's favorable remarks about Respondent and the prosecutor's describing Respondent's "assistance [as] valuable and significant" in The Government's Memorandum of Law in Support of Motion for Downward Departure (Government's Memorandum), Ex. E at 5 of Respondent's Pre-Hearing Brief. Counsel also points out that, contrary to "HUD's coating of the Respondent's cooperation as backtracking after he was finally caught," the Government's Memorandum makes plain that Respondent "*approached* the [federal] agents and provided them with documents . . . and indicated a desire to cooperate with the investigation." (Emphasis added in Respondent's Pre-Hearing Brief)

Other mitigating factors addressed by Respondent include his loss of income, diminished earning capacity, and the damage to his career from his wrongdoing. Respondent also takes issue with HUD's questioning of his present responsibility, detailing his involvement with HUD since his conviction as follows: From September 2008 to November 13, 2009, Respondent was Vice President of Finance for a health care company and was "responsible for financial oversight of two HUD financed Nursing Homes." From October 15, 2008, to November 3, 2009, Respondent was the crisis consultant for Chapter 11 filing and reorganization of a company that has "four nursing homes financed by HUD mortgages." From December 2009 to November 2010, Respondent was director of finance for a 77-bed nursing home and assisted the company in its filing for Chapter 11 protection. Respondent worked closely with HUD to ensure that the nursing home met its obligations to HUD. After the home was closed, Respondent worked with the owners and HUD in the management and preservation of the building. Respondent also has been appointed by bankruptcy trustees to assist in several nursing home bankruptcy filings. According to Respondent, his "level of accountability" has not been an issue. *See* Respondent's Pre-Hearing Brief at 10ff.

In the Defendant's Memorandum Concerning Restitution filed with the District Court on September 10, 2010, and submitted as an attachment to Respondent's March 14, 2011, letter, Respondent argues that Omega did not suffer any pecuniary loss as a result of Respondent's wrongdoing because Omega received the collateral back, which secured the loans. Further, Haven funds were used for the installation of Soundview's sprinkler system and Omega should be reimbursed by the State of Connecticut therefor. Additionally, Omega funds were used to pay Connecticut State provider taxes, which was a benefit to Omega in that it avoided a superior lien on the collateralized nursing homes.<sup>3</sup>

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<sup>3</sup> *See* Ex. A of Respondent's Pre-Hearing Brief, The Defendant's Supplemental Memorandum of Law Concerning Restitution filed December 13, 2010, and Ex. 3 of the Government's Supplemental Memorandum Concerning Restitution, filed December 13, 2010, (Gov't Supplemental Memorandum) with the District Court in Respondent's criminal trial. The Government argues in its Supplemental Memorandum that Respondent and Termini are jointly liable for payment of the entire loss of \$956,050.00 and are not entitled to any set-off from this amount, as argued by Respondent. *See also* the court's remarks at sentencing - - "I am going to order restitution. The amount of that restitution could be quite significant. That will be decided soon." Tr. at 42, submitted as an attachment to Respondent's Response and Argument in Opposition to Department of Housing and Urban Development Notice of Proposed Debarment. [As of this writing, a

Respondent concludes that the “isolated incident” of Respondent’s wrongdoing coupled with the District Court’s remarks and leniency at his sentencing does not render him presently irresponsible, thus no period of debarment is warranted.

#### Findings of Fact

1. Respondent was at all relevant times the Director of Cash Management for Haven, a business that owned, leased, and operated FHA-insured nursing homes, including nursing homes leased from Omega.
2. Some time between August 2007 and November 2007, Respondent, at the request of Haven’s owner, Raymond Termini, met with representatives of Omega to discuss Omega’s funding for improvements of two nursing homes operated by Haven, Jewett City and Soundview
3. Around September 20, 2007, Omega executed an amendment to the master lease with two of Haven’s Limited Liability Companies (LLC’s) in which Omega agreed to provide up to \$2 million towards improvement of the Jewett City and Soundview sprinkler system.
4. In accordance with the amendment, Omega would reimburse Haven for the actual cost of the sprinkler system improvement.
5. Notwithstanding the agreement, Respondent participated in a scheme in which he altered invoices and prepared checks to vendors which indicated Haven was about to perform and fund the sprinkler work.
6. Respondent knew that his representations were untrue.
7. In furtherance of the scheme, Respondent intended to obtain the funds from Omega but not use the funds for the stated sprinkler improvement work as the invoices and checks represented.
8. In reliance on the invoices and checks submitted, Omega wired to the bank accounts of Jewett City and Soundview in Connecticut, through Omega’s Maryland bank, two checks for \$418,480.00 and \$537,610.00.
9. The funds were not used to pay vendors as had been represented to Omega to induce Omega to release the funds; instead, the funds were used for other purposes, including the payment of Connecticut State provider taxes.
10. Respondent was indicted for wire fraud, pleaded guilty, and was convicted and fined \$2,500.00.
11. Respondent’s offense carries a maximum penalty of 20 years’ imprisonment and a fine of \$250,000.00.
12. Respondent had no prior record of wrongdoing.
13. There is no evidence in the record that Respondent profited personally or financially from the scheme.
14. Respondent cooperated with the Government in its investigation and prosecution of the criminal case against him and his co-defendant, Raymond Termini.

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check of PACER shows that the last docket entry, No. 69 of 3/29/11, records that Respondent’s Motion to Continue Restitution Hearing was denied without prejudice to renewal in June 2011.]

15. Respondent received only a fine because the trial judge considered him, based on the pre-sentence report and the reference letters submitted by friends, family members, and colleagues, a “model citizen” who did “something . . . [he] has [n]ever done before or will ever do again.” See Sentencing Transcript at 40.
16. For more than two years after his misconduct, Respondent held high-level and responsible positions with health-care companies<sup>4</sup>. These positions included those of Director of Finance, Vice President of Finance, and appointments by bankruptcy trustees to assist in several bankruptcy filings.
17. A HUD insurance program covered some of the nursing homes that came under Respondent’s supervision during his tenure in the above positions.
18. There is no evidence in the record that Respondent did not discharge his duties properly and responsibly in these positions.
19. Respondent has expressed his deep sorrow and remorse and accepted responsibility for his misconduct.

### Conclusions

Based on the above Findings of Fact, I have made the following conclusions:

1. As a former principal of a company that was a recipient of FHA-insured loans, Respondent is subject to the debarment regulations as a “person who has been, is, or may reasonably be expected to be, a participant or principal in a covered transaction.” 2 CFR § 180.120(a).
2. Respondent’s conviction for wire fraud provides cause for his debarment pursuant to 2 CFR § 180.800(a)(1).
3. Pursuant to 2 CFR § 180.850(a) “If the proposed debarment is based upon a conviction . . . the standard of proof [i.e., preponderance of the evidence] is met.”
4. In accordance with 2 CFR § 180.845(a), the “debarring official may debar [a respondent] for any of the causes in § 180.800. However, the official need not debar [the respondent] even if a cause for debarment exists. The official may consider the seriousness of [respondent’s] acts or omissions and the mitigating or aggravating factors set forth at 2 CFR § 180.860.”
5. Pursuant to 2 CFR § 180.860, the following mitigating factors were considered in determining whether Respondent should be debarred, and, if so, what would be an appropriate period of debarment:
  - (a) Respondent’s demonstrated remorse for his improper conduct;
  - (b) Respondent’s candid and sincere testimony at his hearing;
  - (c) The fact that Respondent’s improper conduct resulted from one act of wrongdoing that was short-lived;
  - (d) Respondent’s formerly unblemished record, with no prior record

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<sup>4</sup> Respondent was sentenced for his conviction on the wire fraud charge on August 27, 2010. According to Respondent’s un rebutted claim (see Respondent’s Pre-Hearing Brief at 11), he continued interacting with HUD personnel until November 13, 2010, in his position as director of finance of a bankrupt HUD-assisted nursing home.

of criminal wrongdoing;

- (e) Respondent's acceptance of responsibility for and recognition of his misconduct;
  - (f) Respondent's cooperation and valuable assistance with the criminal investigation and prosecution;
  - (g) Respondent's payment in full of the fine assessed by the court in his criminal matter,<sup>5</sup>
  - (h) The fact that Respondent's misconduct was not motivated by cupidity or pecuniary gain but by a desire to maintain the continued functioning of the nursing homes at issue<sup>6</sup>;
  - (i) The fact that Respondent's misconduct occurred almost four years ago;
  - (j) The minimal sentence meted out by the court in Respondent's criminal matter along with the favorable comments from the sentencing judge and from the prosecutor;
  - (k) The commendatory letters submitted on Respondent's behalf by family members, friends, business associates, and colleagues attesting to his character and business integrity.
6. As aggravating factors, I have considered Respondent's role in the fraudulent scheme and the possibility that the court may order Respondent to make restitution to Omega jointly with his co-defendant Termini.<sup>7</sup> Pursuant to 2 CFR § 180.860(h), in making a decision to debar, the debarring official may consider whether the respondent has "made or agreed to make full restitution." The introductory paragraph to § 180.860 advises, in part, however, that the "existence or nonexistence of any factor, . . . , is not necessarily determinative of [a respondent's] present responsibility."
7. I believe that the mitigating factors are so overwhelming that they negative the impact of the aggravating factors.
8. In considering the appropriate action to be taken in this matter, in light of the above discussion, guidance is found in 2 CFR § 180.845, which provides in pertinent part "the official may not debar you even if a cause for debarment exists." As previously indicated, the commission of a fraudulent act, as Respondent was charged with doing, is a cause for debarment. Further guidance is found in 2 CFR § 180.855(b), which provides that "[o]nce a cause for debarment is established, you as a respondent have the burden of demonstrating to the satisfaction of the debarring official that you are presently responsible and that debarment is not necessary."

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<sup>5</sup> Cf. n. 3 *supra*.

<sup>6</sup> The trial judge observed that "it's not apparent to me that Mr. Dalicandro had anything other than the best interests of the nursing home patients in mind, albeit in a misguided way, when he did what he did." The judge also noted, "[t]his is not a case of fraud where Mr. Dalicandro was trying to get rich or, frankly, even trying to help himself." See Sentencing Transcript at 37, 39.

<sup>7</sup> See n. 3 *ante*.

9. The demand in the debarment regulations that respondents act responsibly is found also at 2 CFR § 180.125(a), which describes the purpose of the debarment system as the protection of the public interest which the Government “ensures . . . by conducting business only with responsible persons.” The only open issue, therefore, is whether, notwithstanding Respondent’s misconduct, he is presently responsible, “the primary test for debarment.” *Lan Associates, Inc.*, 1991 HUDDEBAR LEXIS 1, \*32 (September 5, 1991), quoting *Schlesinger v. Gates*, 249 F.2d 111 (D.C. Cir. 1957) and *Roemer v. Hoffman*, 419 F. Supp. 130 (D.D.C. 1976). This determination can only be made by examination of Respondent’s actions, conduct, and business dealings as set forth in the record since he engaged in the fraudulent scheme in the three-month period from August 2007 to November 2007.
10. The evidence is undisputed that Respondent, during a two-year period that included time after his conviction, was employed in an executive capacity in positions of responsibility and trust. Further, Respondent was engaged by bankruptcy trustees and debtors to assist them in their respective proceedings. Not unimportantly also, and certainly germane to this decision, is that some of the bankruptcies involved HUD-assisted properties. Additionally, as the record shows, Respondent continued to work with HUD staff in the financial management and preservation of the bankrupt properties.<sup>8</sup>
11. It is difficult to argue, therefore, with the record before us, that Respondent is not presently responsible. Respondent, whether through inadvertence, serendipity, or a conscious decision of others, was given several opportunities over an extended period to prove his present responsibility. There is no evidence that Respondent failed this stringent regulatory test in his conduct after participation in the fraudulent 2007 scheme.<sup>9</sup>
12. Pursuant to 2 CFR § 180.125(c) “an exclusion is a serious action that a

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<sup>8</sup> Even recognizing that pursuant to 2 CFR § 180.810 “a debarment is not effective until the debarring official issues a decision,” that does not detract from the fact that Respondent, without contradiction in the record, performed his duties responsibly. Admittedly, however, it is unclear whether the HUD officials and staff who worked with Respondent were aware of his past misconduct. Even assuming *arguendo* that the HUD personnel were oblivious of Respondent’s wrongdoing, that ignorance does not diminish Respondent’s performance. Agency officials, of course, are charged with knowledge of their agency’s regulations and actions. See, e.g., *Spalding v. U. S.*, 24 Cl. Ct. 112, 1991 U.S. Cl. Ct. LEXIS 441 (invoking the “presumption that federal officials know the law and will discharge their duties accordingly.”)

<sup>9</sup> This decision recognizes that “a finding of present lack of responsibility can be based upon past acts.” *Lan Associates, supra*. That decision, however, must be read in the context of the meliorative provisions of 2 CFR part 180, especially §§ 180.125 (no exclusion of a person for the purposes of punishment); 180.845 (debarment not required even if a cause for debarment exists); 180.860 (mitigating factors); and 180.865 (discretion conferred on debarring official to determine period of debarment). More pointedly, the plain language of *Lan Associates* does not require as an ineluctable conclusion that a past act must lead to a finding of present lack of responsibility. *Lan Associates*, by its very terms, makes the conclusion a possibility, not an inevitability.

Federal agency may take only to protect the public interest. A Federal agency may not exclude a person or commodity for the purposes of punishment.” As discussed above, Respondent’s conduct and actions since his wrongdoing demonstrate that the public interest is not at risk if he were to be allowed to continue participation in federal programs.

13. Accordingly, to exclude Respondent in the face of the evidence of his demonstrated present responsibility since his 2007 misconduct would be tantamount to punishment - - an action prohibited by 2 CFR § 180.125.

#### DETERMINATION

Based on the foregoing, including the Findings of Fact, Conclusions, and the administrative record, I have determined that the Government has failed to sustain its burden of proving that Respondent is not presently responsible and should be debarred for three years. I have determined that the evidence clearly shows that Respondent is presently responsible. Accordingly, no period of debarment will be imposed on Respondent.

Dated: 5/16/11

  
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Craig T. Clemmensen  
Debarring Official

**CONCURRENCE:**

In the Matter of:

FREDERICK J. DALICANDRO – DOCKET NO. 11-3689-DB

Dated: May 10, 2011



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Mortimer F. Coward  
Debarring Official's Designee

CERTIFICATE OF SERVICE

I hereby certify that on this 17<sup>TH</sup> day of May 2011, a true copy of the DEBARRING OFFICIAL'S DETERMINATION was served in the manner indicated.



Deborah Valenzuela  
Debarment Docket Clerk  
Departmental Enforcement Center (Operations)

**HAND-CARRIED**

Mortimer F. Coward, Esq.  
Debarring Official's Designee

Terri L. Roman, Esq.  
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**FIRST CLASS MAIL**

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