

**STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION**

In the Matter of a Complaint by
Mark Goodwin, Plymouth

File No. 2009-098

FINDINGS AND CONCLUSIONS

Complainant, brings this Complaint pursuant to Connecticut General Statutes § 9-7b, alleging that Respondent Patrick Perugino, a candidate for Tax Collector in the Town of Plymouth, violated General Statutes § 9-622 (1) by promising to establish a scholarship if elected. After the investigation, the Commission makes the following findings and conclusions:

1. The Respondent was a candidate for Tax Collector in the Town of Plymouth in the November 2009 general election.
2. In its October 3, 2009 edition, the *The Plymouth Connection*, a local newspaper in the town of Plymouth, published a letter to the editor (“LTE”) written by Wanda Alvarez, a town resident, that read as follows:

Perugino Family Scholarship

Pat Perugino has said that if he is elected to the position of Tax Collector that he will set up a scholarship for a graduating high school senior who will be going on to college. His willingness to set up this scholarship shows how committed he is to serving our community. With his ten years on the Board of Education he has always done what he thought is the right thing even if it wasn't the most popular. Since his son did not go to our school system he was able to do his job without bias or favoritism. He will undoubtedly do the same in the Tax Office.

3. Based on the aforementioned LTE written by Ms. Alvarez, the Complainant alleges that by offering a scholarship conditioned on election to the office of Tax Collector, the Respondent violated General Statutes § 9-622 (1). That is, the Complainant alleges that the Respondent's alleged promise to start a scholarship constituted “vote buying” in his run for Tax Collector in Plymouth. The Complainant offered no further proof of his claim.
4. General Statutes § 9-622 (1), provides in pertinent part:

The following persons shall be guilty of illegal practices and shall be punished in accordance with the provisions of section 9-623:

(1) *Any person who, directly or indirectly, individually or by another person, gives or offers or promises to any person any money, gift, advantage, preferment, entertainment, aid,*

emolument or other valuable thing *for the purpose of inducing or procuring any person to sign a nominating, primary or referendum petition or to vote or refrain from voting for or against any person or for or against any measure at any election, caucus, convention, primary or referendum*; [Emphasis added.]

5. The Respondent answered the instant Complaint and avers that he never made a promise to any individual regarding the scholarship. He claims that he had been contemplating setting up a \$500 scholarship for one graduating high school senior in the town of Plymouth and had discussed the possibility of such a scholarship "at the dinner table" only with his wife and son, Patrick Perugino, Jr., but had not taken any further action at the time the aforementioned LTE was published. He claims that at no time did he ever make a promise that if any individual were willing to vote for him that that individual would receive a scholarship.
6. The Respondent's son made a statement that he is acquainted with Ms. Alvarez and that it was he, without his father's permission, who told her about his father's idea regarding the scholarship. He claims that at no time did he ever make a promise, on his own or at his father's direction that if any individual were willing to vote for his father that that individual would receive a scholarship from his father.
7. This type of allegation of "vote buying" has been construed very strictly by the Commission in the past: "In order to prove a violation of § 9-333x [now § 9-622 (1)] requires evidence of a *quid pro quo* between the person promising the benefit and the voter. . . . Generally to prove a violation of [§ 9-622 (1)] there must be evidence of a *private agreement* between the candidate and the voter." *Complaint of Paul Danzer*, SEEC File No. 2001-207, ¶¶ 4 & 5 (emphasis in original; *citing Brown v. Hartlage*, 456 U.S. 45 (1982)).
8. In *Danzer*, the Commission dismissed the matter where the Respondent, the mayor of the City of Norwalk and a candidate for re-election, and the City Council voted to distribute a tax refund to voters in the October before the election.
9. In *Brown v. Hartlage*, the candidate had openly promised that if he were elected, he would not take a salary. However, the court found that "[e]ven if Brown's commitment could in some sense have been deemed an 'offer,' it scarcely contemplated a particularized acceptance or a *quid pro quo* arrangement. It was to be honored, "if elected"; it was conditioned not on any particular vote or votes, but entirely on the majority's vote." 456 U.S. 45, 57.
10. In *Complaint of Mary Werblin*, SEEC File Nos. 1993-188, 1993-191 (consolidated), Respondent arranged with three local restaurants to provide coffee to any patron wishing to accept it, at Respondent's expense. The Commission determined in this case that "[a]ny patron, whether a registered voter or not . . . was eligible for the free coffee. No promises or pledges were extracted in return for the coffee." Further, the Commission in *Werblin* found that "it likewise cannot be sustained that he provided the coffee in consideration of their voting for him or as an inducement to vote him in the primary. His was a general offer rather than a private arrangement and there was

no evidence of *quid pro quo* or even an attempt to elicit a promise or support from those who agreed to accept coffee."

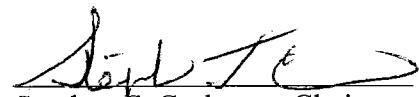
11. Here, even assuming that the Respondent actually intended to publicly offer to create a scholarship if elected, there is a lack of evidence of a particularized and private *quid pro quo* arrangement between the Respondent and any voter or voters. That is, there is no evidence that the Respondent made a *private agreement* with any voter or group of voters to give a scholarship in exchange for a promise to vote for him for Plymouth Tax Collector.
12. Accordingly, the Commission finds that, there is insufficient evidence to show that the Respondent violated General Statutes § 9-622 (1), as alleged in the Complaint.

ORDER

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

That the Complaint be dismissed.

Adopted this 22nd day of Sept of 2010 at Hartford, Connecticut



Stephen F. Cashman, Chairman
By Order of the Commission