

**STATE OF CONNECTICUT**  
**STATE ELECTIONS ENFORCEMENT COMMISSION**

In the Matter of a Complaint by Leo Canty  
Town of Windsor

File No. 2012-141

**FINDINGS & CONCLUSIONS**

Complainant Leo Canty of Windsor filed this complaint against the respondent, Great New England Public Schools Alliance, hereinafter referred to as "GNEPSA," alleging that it had made an expenditure that was not sufficiently independent of a candidate. After an investigation of the matter, the Commission adopts the following findings of fact and conclusions of law:

1. Complainant Leo Canty filed this complaint on October 1, 2012, alleging that an independent expenditure reported by the entity Great New England Public Schools Alliance ("GNEPSA") had been impermissibly coordinated with the candidate committee for Brandon McGee<sup>1</sup> resulting in a contribution to his candidate committee as he sought the Democratic Party nomination in a 2012 primary for a General Assembly seat.<sup>2</sup>
2. Complainant Canty was a candidate in the 2012 primary for the Democratic Party nomination for the 5<sup>th</sup> district General Assembly seat.<sup>3</sup> Canty and McGee each received 774 votes in the August 14 primary, resulting in an adjourned primary.<sup>4</sup> Canty and McGee stood again for the Democratic Party nomination in a subsequent primary held on October 2, 2012.<sup>5</sup>
3. On September 26, 2012, GNEPSA filed an independent expenditure report with the State Elections Enforcement Commission to register expenditures valued at \$31,977.51.<sup>6</sup> The

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<sup>1</sup> See SEEC Form 1 – Registration of Candidate Committee (*McGee for State Representative*, Jan. 25, 2012) (establishing candidate committee for Brandon McGee seeking 5<sup>th</sup> district General Assembly seat in 2012 election cycle).

<sup>2</sup> See Complaint by Leo Canty, Windsor (SEEC File No. 2012-141) (Rec'd October 2, 2012) (alleging that GNEPSA had impermissibly coordinated expenditures with *McGee for State Rep.* candidate committee).

<sup>3</sup> See SEEC Form 1 – Registration of Candidate Committee (*Canty 2012*, Feb. 7, 2010) (reflecting Leo Canty's establishment of candidate committee for 5<sup>th</sup> district General Assembly seat).

<sup>4</sup> See "Merrill: Adjourned Democratic Primary Between Candidates Canty, McGee in General Assembly 5<sup>th</sup> House District Set for October 2, 2012," Press Release (Conn. Secretary of the State, Sept. 21, 2012) (announcing that court-ordered recount showed that each candidate had received 774 votes and setting new primary date as October 2, 2012).

<sup>5</sup> *Id.*

<sup>6</sup> See SEEC Form 26 – Independent Expenditure Statement for an Entity (Great New England Public Schools Alliance, Sept. 26, 2012) (reporting expenditure to benefit Brandon McGee in October 2, 2012 adjourned primary).

expenditure report identified Brandon McGee as the candidate supported by the expenditure.<sup>7</sup>

4. Complainant Canty alleged in his complaint that the “expenditure has involved, among other things, circulating literature with a picture of Brandon McGee that does not appear on any of his own campaign literature and could only have been obtained by coordination of this expenditure with the McGee campaign.”<sup>8</sup>
5. The Commission investigated the allegation that GNEPSA had coordinated its independent expenditure with the McGee candidate committee. That investigation revealed no evidence to support the allegation that the entity and the candidate committee had coordinated the expenditures made by GNEPSA to support McGee.
6. The photograph of McGee, which was used in the GNEPSA material and which was the primary focus of the complaint, was available in the public domain, specifically from a website for the Urban Alliance, and was not obtained from the candidate or candidate committee.
7. Based on the Commission’s investigation, GNEPSA did not coordinate this expenditure with the McGee candidate committee.
8. The Commission’s investigation found that GNEPSA received but did not pay for goods and services from a vendor that it used in support of the McGee independent expenditure.
9. According to the Commission’s investigation, GNEPSA entered into a contract with Field Strategies, a Washington, D.C.-based company that specializes in election canvassing and get-out-the-vote activities, to provide goods and services to GNEPSA in support of its independent expenditure promoting McGee.
10. Shortly before the October 2 primary, Field Strategies informed GNEPSA that it would no longer be able to fulfill its obligations under the contract.
11. Prior to its cancellation of the contract, however, Field Strategies had provided \$10,220 in goods and services to GNEPSA, including: a voter database valued at \$2,000; office space to serve as get-out-the-vote staging site valued at \$1,000; tee-shirts for canvasser uniforms valued at \$750; door-hangers for canvassers valued at \$1,470; and infrastructure and coordination services valued at \$5,000.

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<sup>7</sup> *Id.*

<sup>8</sup> Affidavit of Complaint – Leo Canty, Windsor (October 1, 2012) (SEEC File No. 2012-141) at 3 (alleging coordination between GNEPSA and McGee candidate committee).

12. Field Strategies returned to GNEPSA a \$10,000 payment that the group had made to the vendor previously under the contract.
13. After the contractual relationship between GNEPSA and Field Strategies ended, GNEPSA utilized the information it had obtained from Field Strategies and kept the goods to promote McGee that it had already received under the contract.
14. By accepting goods and services valued at \$10,220 from Field Strategies, GNEPSA received the benefit of those goods and services without paying for them.
15. While business entities, including GNEPSA, may make unlimited independent expenditures, two entities – in this instance, GNEPSA and Field Strategies – may not combine their resources to make expenditures, under Connecticut’s campaign finance statutes as they existed in 2012.<sup>9</sup>
16. An expenditure includes anything of value given to “made to promote the success or defeat of any candidate seeking the nomination for election, or election, of any person . . . .”<sup>10</sup>
17. In this instance, Field Strategies was hired by GNEPSA to provide goods and services to promote McGee; GNEPSA agreed to pay Field Strategies for those services.
18. When Field Strategies breached the contract with GNEPSA, the vendor made a business decision to return payments totaling \$10,000 that GNEPSA had already paid and also allowed GNEPSA to keep the goods and data that Field Strategies had already provided it under the contract.
19. Shortly after the conclusion of this investigation, GNEPSA ceased operation and was incorporated into Students First, the entity under whose auspices GNEPSA was originally organized.<sup>11</sup> In July 2016, Students First dissolved and ceased all operations. Since that time, Commission staff have been unable to identify a party that can be held liable for potential violations of Connecticut’s campaign finance statutes.
20. As there is no longer an entity to which the Commission can assign liability, the matter will be dismissed without prejudice. If a successor company is located, the Commission can consider reopening the matter at a future date.

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<sup>9</sup> *Id.*

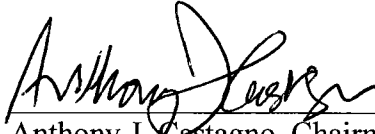
<sup>10</sup> General Statutes § 9-601b (a)(1) (defining expenditure under Connecticut’s campaign finance statutes).

<sup>11</sup> According to correspondence from the attorney representing GNEPSA, the entity ceased operations in 2014. *See* Email from Robert Shea to James Talbert-Slagle, Feb. 9, 2017.

**ORDER**

IT IS HEREBY ORDERED THAT the Complaint will be dismissed without prejudice.

Adopted this 20<sup>th</sup> day of September 2017 at Hartford, Connecticut by vote of the Commission.

  
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Anthony J. Castagno, Chairman  
By Order of the Commission