

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION

Complaint of Ann Halibozek

File No. 2009-153

FINDINGS AND CONCLUSIONS

The Complainant filed the instant complaint with the Commission pursuant to General Statutes § 9-7b, and asserts that Joseph Cardillo and the chairman of the Cromwell Democratic Town Committee (the "Committee"), Victor Harpley, violated General Statutes § 9-622 (5) when Mr. Cardillo purchased a campaign sign from Mr. Harpley on October 22, 2009. The Complainant has since clarified that the gravamen of her complaint is that Mr. Harpley sold a campaign sign to Mr. Cardillo that the Complainant feels she partially owned.

After an investigation of the matter, the Commission makes the following findings and conclusions:

1. On October 19, 2009, an article entitled "*11 Candidates Vying for Six Seats on Cromwell Board of Selectmen*" appeared on Courant.com. According to that article, four Democratic candidates were vying for those seats. One of those was the Complainant. Four Republican candidates were also named as well as three petitioning candidates. The Complainant was identified as being allied with the petitioning candidates even though she was running on the Democratic ticket. Respondent Victor Harpley is quoted in the article as stating, inter alia, "I see the independent candidates as a distraction from the really serious issues every town faces right now."
2. On October 22, 2009, a police report was filed by the Complainant with the Cromwell Police Department. According to the report, the Complainant was informed and ultimately discovered that a political campaign sign had her name covered. It was further reported that the Complainant stated that the individual who resided at the address, Respondent Joseph Cardillo, "is a member of the Democratic committee and that the two of them do not agree eye to eye on certain issues." The Complainant was advised that she could take the sign. According to the report, she then placed it in her motor vehicle. It was then reported that Respondent Cardillo had contacted the police department and admitted that he covered the Complainant's name due to a statement she made in the local paper supporting candidates in the Independent Party. He is then reported as stating that he would "personally pay for a political sign with his own money and place it in his front yard with the Complainant's name covered over." No further police action was taken and the case was closed.
3. The evidence establishes that Respondent Cardillo purchased a second sign from the Committee via check in the amount of \$50.00; \$10.00 of that check was associated with the purchase of the sign and \$40.00 represented an additional contribution. That sign was originally purchased with Committee funds and was provided in part to Respondent Cardillo to replace the sign that was taken by the Complainant.

4. Respondent Cardillo maintains that he purchased the sign because he was advised by an officer from the Cromwell police department that it would be the best way to avoid having another sign removed from his property by the Complainant because the purchase would establish his ownership of sign. Respondent Cardillo acknowledges that he gave that check to Respondent Harpley.
5. The evidence establishes that Respondent Harpley was authorized pursuant to General Statutes § 9-606 (c) to act as a solicitor for the Committee at the time he accepted that check. He later passed the check to the treasurer of the Committee, Michael Genglar in accordance with the applicable campaign finance laws. That check was ultimately deposited by Mr. Genglar into the Committee's depository account in accordance with the law.
6. The Complainant expressly alleged in her complaint that Joseph Cardillo violated General Statutes § 9-622 (5) by purchasing the campaign sign from Respondent Harpley.
7. General Statutes § 9-622 (5) provides as follows in relevant part:

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

* * *

(5) Any person who, directly . . . pays, gives, contributes . . . any money or other valuable thing . . . to defray or towards defraying the cost or expenses of any campaign . . . to any person . . . other than to a campaign treasurer, except that this subdivision shall not apply to any expenses for postage, telegrams, telephoning, stationery, express charges, traveling, meals, lodging or photocopying incurred by any candidate for office or for nomination to office, so far as may be permitted under the provisions of this chapter . . . [Emphasis added.]

8. To date, it appears that the Commission has not analyzed whether the aforementioned provision has been violated. As such, we apply the following familiar principles of statutory construction to determine if that provision applies to the facts of this case.
9. "When construing a statute, [the] fundamental objective is to ascertain and give effect to the apparent intent of the legislature. . . . In other words, we seek to determine, in a reasoned manner, the meaning of the statutory language as applied to the facts of [the] case, including the question of whether the language actually does apply. . . . In seeking to determine that meaning, General Statutes § 1-2z directs us first to consider the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered. . . . When a statute is not plain and unambiguous, we also look for interpretive guidance to the legislative history and circumstances surrounding its enactment, to the legislative policy it was designed to implement, and to its relationship to

existing legislation and common law principles governing the same general subject matter. . . .” State v. Tabone, 292 Conn. 417, 431-32 (2009).

10. When read in isolation, the plain language of the aforementioned provision indicates that an illegal practice was committed under the facts of this case. That provision cannot, however, be read in a vacuum. Rather, it must be read in light of its relationship to other statutes. General Statutes § 1-2z.
11. Here, the aforementioned provision conflicts with other campaign finance laws expressly and implicitly permitting persons to pay or contribute money to persons other than the committee treasurer.
12. For example, General Statutes § 9-606 (c) allows the treasurer to appoint solicitors. Section 9-601 (14) defines “solicitor” as “an individual appointed by a campaign treasurer of a committee to receive, but not to disburse, funds on behalf of the committee.” See also General Statutes § 9-608 (C)(1)(c) (implicitly authorizing individual to make payments on behalf of committee to persons other than campaign treasurer by requiring disclosure of all committee expenditures made for said payment.) Section 9-601 (14) was enacted in 1979, long after General Statutes § 9-622 (5). See Wiseman v. Armstrong, 269 Conn. 802, 822 (2004) (“The legislature is always presumed to be aware of all existing statutes and the effect that its action or nonaction will have on any of them.”)
13. According to Connecticut’s Supreme Court, when general and specific statutes conflict, they should be harmoniously construed so the more specific statute controls. See Sullivan v. State, 189 Conn. 550, 556 n. 7 (1983) (“[a]bsent manifest intent to repeal an earlier statute, when general and specific statutes conflict they should be harmoniously construed so the more specific statute controls.”). Here that is General Statutes §§ 9-601 (14) and 9-606 (c).
14. In light of the aforementioned principles and General Statutes §§ 9-601 (14) and 9-606 (c), The Commission concludes that Respondent Harpley did not violate General Statutes § 9-622 (5) when he received Respondent Cardillo’s \$50.00 check as Respondent Harpley was an authorized solicitor for the Committee and was therefore permitted to receive that contribution pursuant to General Statutes §§ 9-601 (14) and 9-606 (c).
15. It is worth noting that had the Commission found Respondent Cardillo in violation of General Statutes § 9-622 (5) for giving the \$50.00 check to Respondent Harpley, the Complainant herself would also have faced liability pursuant to that provision as she too gave the Committee a contribution through Respondent Harpley.
16. The Complainant also claims that by selling a campaign sign to Respondent Cardillo, Respondent Harpley violated the campaign finance laws.
17. That claim is, however, without merit as no campaign finance law expressly or implicitly prohibited said sale. Instead, the legislature has implicitly authorized a committee’s sale

of certain campaign materials. See General Statutes § 9-607 (g)(2)(E)(authorizing a campaign treasurer to pay for political paraphernalia that is “customarily given *or sold* to supporters” so long as that purchase accomplishes the lawful purpose of that treasurer’s committee. [Emphasis added.]

18. The Commission therefore concludes that Respondent Harpley did not violate any campaign finance law by selling a campaign sign to Respondent Cardillo.

ORDER

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

That the matter be dismissed.

Adopted this 20th day of January 2010 at Hartford, Connecticut


Stephen F. Cashman, Chairman
By Order of the Commission