

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

*In re.* Audit Report for *Renzullo for 63<sup>rd</sup>*

File No. 2014-013

**AGREEMENT CONTAINING A CONSENT ORDER**

This Agreement by and between Barbara Wilkes, City of Winsted, State of Connecticut, hereinafter referred to as Respondent Wilkes, and the undersigned authorized representative of the State Elections Enforcement Commission, is entered into in accordance with Connecticut General Statutes § 4-177 (c) and Regulations of Connecticut State Agencies § 9-7b-54. In accordance herewith, the parties agree that:

1. The Commission initiated an investigation into whether candidate Michael J. Renzullo, who formed a candidate committee to support his candidacy for the 63<sup>rd</sup> General Assembly district in the 2012 election, and/or his candidate committee treasurer, Respondent Wilkes, violated General Statutes §§ 9-607, 9-608, CEP program statutes, regulations or requirements based up on information discovered during the audit of the *Renzullo for 63<sup>rd</sup>* candidate committee.
2. Renzullo established the committee on February 7, 2012 to finance his campaign for the 63<sup>rd</sup> district seat in the General Assembly.<sup>1</sup> The committee opted to participate in the Citizens' Elections Program.<sup>2</sup> The Commission issued a grant from the Citizens Election Fund totaling \$26,214.17, which was received by the committee on September 14, 2012.<sup>3</sup>
3. The Commission performed an in-depth review of the expenditures of the *Renzullo for 63<sup>rd</sup>* candidate committee after the committee's selection in the random audit lottery conducted following the 2012 election cycle.
4. In compliance with that post-election audit, the committee provided backup documentation to support expenditures that the committee had made during the campaign. Among those documents was a contract between the committee and Lawrence Sweeney, who served as the campaign manager for the committee. The contract required that the candidate committee would compensate Sweeney at the rate of "10% (ten per cent) of the

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<sup>1</sup> See SEEC Form 1 – Registration of Candidate Committee (*Renzullo for 63<sup>rd</sup>*, Feb. 7, 2012) (reflecting establishment of candidate committee by Michael J. Renzullo and appointment of Barbara Wilkes as treasurer).

<sup>2</sup> See SEEC Form CEP 10 – Affidavit of Intent to Abide by Expenditure Limits and Other Citizens' Election Program Requirements (*Renzullo for 63<sup>rd</sup>*, Feb. 14, 2012) (Rec'd Feb. 24, 2012) (reflecting intent of candidate and treasurer to participate in Citizens' Election Program and follow voluntary program rules).

<sup>3</sup> See SEEC Form 30 – Itemized Campaign Finance Disclosure Statement: October 10 Filing (*Renzullo for 63<sup>rd</sup>*, Oct. 2, 2012) (reporting grant received from Citizens' Election Fund on Sept. 14, 2012).

total campaign funds raised, to be paid via good check written from the campaign account by the Treasurer, within two (2) days of the receipt of the grant from the Citizen's Election Program and any funds received by the Campaign.”<sup>4</sup>

5. On September 15, 2012 – one day after it received a public financing grant of \$26,214.17 – the Renzullo candidate committee paid campaign manager Lawrence Sweeney \$2,621.42 as wages, which was categorized in the description field as “per contract.”<sup>5</sup>
6. Commission regulations specify that among the list of things deemed impermissible expenditures for candidate committee that received a grant from the Citizens’ Election Fund were:

[e]xpenditures incurred but not paid for which payment of any portion of the outstanding liability is made contingent on the participating candidate committee’s receipt of a grant from the Citizens’ Election Fund. . . .<sup>6</sup>

7. Although the contract between the candidate committee and Sweeney does not specify that payment is contingent upon the successful awarding of the grant, at least two factors suggest that the receipt of the public grant was necessary to trigger the payment to the campaign manager:
  - Timing - the contract states that the payment would occur no later than two days after receipt of the grant; and,
  - Amount – the payment to Sweeney of \$2,621.42 represents exactly 10 percent of the grant, which totaled \$26,214.17.
8. Based on the relevant facts, although not specified, the awarding of the grant appears a necessary precursor to any payment to Sweeney from the Renzullo candidate committee.
9. Respondents admit all jurisdictional facts and agrees that this Agreement and Order shall have the same force and effect as a final decision and Order entered into after a full hearing and that this Agreement and Order shall become final when adopted by the Commission.

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<sup>4</sup> See Contract between Lawrence Sweeney and *Renzullo for 63<sup>rd</sup>* (March 15, 2012).

<sup>5</sup> See SEEC Form 30 – Itemized Campaign Finance Disclosure Statement: October 10 Filing (*Renzullo for 63<sup>rd</sup>*, Oct. 2, 2012) (reporting grant received from Citizens’ Election Fund on Sept. 14, 2012).

<sup>6</sup> Regulations of Conn. State Agencies § 9-706-2 (b) (16) (prohibiting payments that are contingent on receipt of grant from Citizens’ Election Fund).

10. Respondents waive:

- a) Any further procedural steps;
- b) The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law, separately stated; and
- c) All rights to seek judicial review or otherwise to challenge or contest the validity of the Order entered into pursuant to this Agreement.

11. Upon the Respondents' agreement to comply with the Order hereinafter stated, the Commission shall not initiate any further proceedings against them concerning this matter or any other findings that appear in the Final Audit Report for the 2012 *Renzullo for 63<sup>rd</sup>* candidate committee.

12. It is understood and agreed that this Agreement will be submitted to the Commission for consideration at its next meeting and, if the Commission does not accept it, it is withdrawn and may not be used as an admission by the Respondents in any subsequent hearing, if the same becomes necessary.

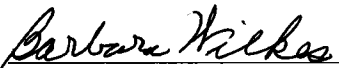
**ORDER**

IT IS HEREBY ORDERED THAT the Respondent Wilkes henceforth shall strictly comply with restrictions on contracts drafted so that payment by the candidate committee is contingent upon receipt of a grant from the Citizens' Election Fund and refrain from authorizing any payments where such payment is contingent upon receipt of a grant from the Citizens' Election Fund.

The Respondent

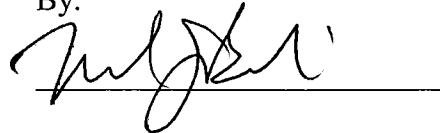
For the State of Connecticut

By:



Barbara Wilkes  
426 E Wakefield Blvd  
Winsted, CT 06098

By:




Michael J. Brandi, Esq.  
Executive Director and General Counsel and  
Authorized Representative of the  
State Elections Enforcement Commission  
20 Trinity St., Suite 101  
Hartford, CT 06106

Dated: August 31, 2016

Dated: 9/2/16

Adopted this 14 day of SEPT, 2016 at Hartford, Connecticut by vote of the Commission.

  
Anthony J. Castagno, Chairman  
By Order of the Commission

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ENFORCEMENT COMMISSION