

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION

In re. Audit of Haines 2018

File No. 2019-144B

AGREEMENT CONTAINING A CONSENT ORDER

This Agreement by and between Marie Forsyth, Town of Moodus, State of Connecticut, hereinafter referred to as Respondent, 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 performed an in-depth review of the expenditures of the candidate committee *Haines 2018*, after the committee's selection in the random audit lottery conducted following the 2018 election cycle.
2. Irene M. Haines formed a candidate committee to finance her candidacy for election to the 34th General Assembly seat in the 2018 election cycle. Her candidate committee, *Haines 2018*, was reviewed as part of the Commission's post-election audit process.
3. Irene Haines established her candidate committee to run for the 34th General Assembly seat on February 13, 2018 naming Respondent the committee's treasurer.¹ The candidate committee participated in the Citizens' Election Program.² The candidate committee received a grant from the Citizens' Election Fund totaling \$28,225.90.³

¹ See Registration by Candidate - SEEC Form 1, *Haines 2018*, February 13, 2018) (creating candidate committee and appointing Marie Forsyth as committee's treasurer).

² See Affidavit of Intent to Abide by Expenditure Limits and Other Citizens' Election Program Requirements – SEEC Form CEP 10, *Haines 2018* (May 30, 2018) (evinced intent of candidate and treasurer to participate in Citizens' Election Program).

³ See Itemized Campaign Finance Disclosure Statements – SEEC Form 30, *Haines 2018* (July 7, 2018 and October 29, 2018) (reflecting, respectively, receipts of grants of \$8,520.90 and \$19,705.00 totaling \$28,225.90 from Citizens' Election Fund on June 25, 2018 and July 23, 2018).

4. The audit found that the Haines candidate committee used grant funds to pay in the aggregate \$494.70 for an untimely post-election party. These payments were made by the candidate committee in the 2018 election cycle. This agreement treats the conduct of Respondent solely and any liability for potential violations by any other individual based on these facts and circumstances is treated by the Commission under a separate disposition.
5. General Statutes § 9-608 (e) states: (F) The treasurer of a qualified candidate committee may, following an election or unsuccessful primary, provide a post-primary thank you meal or a post-election thank you meal for committee workers, provided such meal (i) occurs not later than fourteen days after the applicable election or primary day, and (ii) the cost for such meal does not exceed thirty dollars per worker;...
6. In this instance, Haines 2018 held a post-election party on November 29, 2018 and disclosed expenditures of grant funds in the amounts of \$335.00 and \$159.70 for the event.⁴ The Commission finds that this post-election party and related expenses occurred more than fourteen days after the November 6, 2018 election.
7. In similar instances involving prohibited payments made by a qualified candidate committee for untimely post-election parties, the Commission has sought restitution from the candidate and to the Citizens' Election Fund of an amount equal to the impermissible payments.⁵ Additionally, Respondent, as treasurer of a committee participating in the CEP bears separate liability when a candidate makes impermissible payments of grant funds.

⁴ See *Haines 2018*, Itemized Campaign Finance Disclosure Statement (SEEC Form 30), January 10 Filing – Original, received January 8, 2019.

⁵ In previous CEP matters involving impermissible post-election parties, the Commission has ordered the candidate to reimburse the CEF for the amount of the impermissible expenditure. See File No. 2015-130A, *In re. Audit of Committee to Re-Elect Minnie Gonzalez* (ordering candidate to reimburse the CEF a grand total of \$5,265, including \$525 for an untimely post-election party); File No. 2015-130B, *In re. Audit of Committee to Re-Elect Minnie Gonzalez* (treasurer in matter involving same facts ordered to pay \$400 civil penalty). See also File No. 2014-014, *In re. Audit Report for Dauplaise for Connecticut* (candidate was ordered to reimburse the CEF for \$1000 (the amount paid for untimely post-election party), and treasurer issued henceforth order to strictly comply with the CEP post-election party payment provision); File No. 2017-089A & B, *In re. Audit of Dru Georgiadis 2016* (candidate was ordered to reimburse the CEF \$390 (the amount paid for untimely post-election party, and treasurer was assessed a civil penalty of \$200 relating to the untimely post-election party and failure to provide copy of complete contract with service provider).

8. Respondent acknowledged her intent to abide with the requirements of the CEP and agreed to operate under the terms of the CEP.⁶
9. In this case, the payments in the aggregate of \$494.70 (a payment of \$159.70 and a payment of \$335.00) for a November 29, 2019 post-election party that occurred more than fourteen days after the November 6, 2018 election were impermissible pursuant to General Statutes s§ 9-608 (e) (f).
10. Based on two prohibited payments by *Haines 2018*, as detailed herein, the Commission concludes that Respondent failed to meet the requirements of the CEP and failed to comply with her intent to abide with the CEP and its requirements.
11. Further, the Commission concludes that payments pertaining to a post-election party that was held after fourteen days past the November 6, 2018 election with grant funds were prohibited by General Statutes § 9-608 (e) (F).
12. Respondent admits 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 shall become final when adopted by the Commission.
13. Respondent waives:
 - 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.
14. 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 Respondent in any subsequent hearing, if the same becomes necessary.

⁶ See Affidavit of Intent to Abide by Expenditure Limits and Other Citizens' Election Program Requirements – SEEC Form CEP 10, *Haines 2018* (May 30, 2018) (evincing intent of candidate and treasurer to participate in Citizens' Election Program and candidate's agreement to reimburse any impermissible expenditures that qualified candidate committee may make).

ORDER

IT IS ORDERED THAT the Respondent shall henceforth strictly comply with General Statutes § 9-608.

IT IS HEREBY FURTHER ORDERED THAT the Respondent shall pay a civil penalty in the amount of two hundred dollars (\$200.00), in full settlement of this matter.

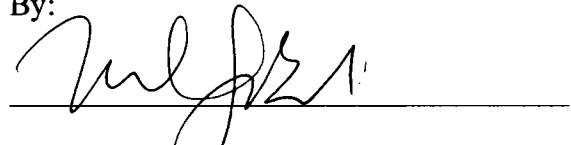
The Respondent

For the State of Connecticut

By:

By:





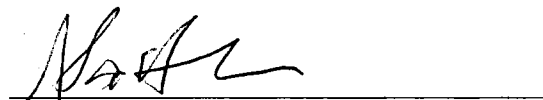
Marie Forsyth
11 Barberry Lane
Moodus, CT

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

Dated: 2/18/2020

Dated: 2/20/2020

Adopted this 4 day of March, 2020 at Hartford, Connecticut by vote of the Commission.



Anthony J. Castagno, Chairman
By Order of the Commission