

**STATE OF CONNECTICUT  
STATE ELECTIONS ENFORCEMENT COMMISSION**

Complaint by David J. Lowry,  
Middlefield

File No. 2019-173

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STATE ELECTIONS  
ENFORCEMENT COMMISSION

**AGREEMENT CONTAINING CONSENT ORDER**

This agreement, by and between Donna M. Golub, of the Town of Middlefield, State of Connecticut (hereinafter "Respondent"), and the authorized representative of the State Elections Enforcement Commission is entered into in accordance with the Regulations of Connecticut State Agencies § 9-7b-54 and Connecticut General Statutes § 4-177 (c). In accordance herewith, the parties agree that:

1. Complainant David J, Lowry alleged that Respondent used municipal equipment and supplies to create address labels used by the Middlefield Democratic Town Committee ("MDTC") for a political mailer.
2. Respondent was employed at all times relevant to this complaint as the Middlefield Town Clerk. Respondent has no prior history with the Commission.
3. Complainant specifically alleged that Respondent:
  - Was observed typing labels on her town computer while referring to a voter registration list at her desk in Town Hall. Respondent was using a box of labels that were purchased by the Town. Respondent proceeded to print labels on a Town owned printer.
4. Further, Complainant asserted and alleged that:
  - On or about October 23, 2019 the MDTC sent a political mailer to registered Democratic females in Town. The mailing labels were the same size & color as the town purchased labels that the Respondent was observed using with her town computer.
  - The complainant had a reason to believe that the labels on the MDTC mailer are the labels produced by Respondent in Town Hall.

5. General Statutes § 9-622, provides in pertinent part, that the following persons shall be guilty of illegal practices:

...

(5) ***Any person who***, directly or indirectly, pays, ***gives, contributes*** or promises ***any*** money or other ***valuable thing to defray or towards defraying the cost or expenses of any*** campaign, primary, referendum or election ***to*** any person, ***committee***, company, club, organization or association, ***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 supplied.]

6. By way of background, on or about October 23, 2019, the MDTC sent out postcards that were in opposition to the incumbent First Selectman and another Selectman, which contained an attribution from the MDTC and supported two MDTC candidates for those offices at the November 5, ~~2020~~ election.

2019

7. After investigation, it can be determined that Respondent admitted that she does not dispute the allegations “and is not disputing the facts of the case.” Further, Respondent indicated that she printed labels, approximately 150-200 of them, “...while at work on her work computer for about 2 hours on one day.” Subsequently, Respondent explained, she “purchased a box of replacement labels for her office,” and did not “think she was doing anything wrong.”

8. In the course of this investigation Respondent admitted that she used a town computer and town labels that she provided to the MDTC for a mailer that was disseminated just prior to the November 5, 2019 municipal election as alleged.

9. The Commission finds that Respondent used town equipment and supplies to produce mailing labels and give them to the MDTC, to defray the costs of the October 23, ~~2020~~<sup>2019</sup> mailing by the town committee.
10. Therefore, the Commission concludes that Respondent violated § 9-622 (5) based on the facts and circumstances pertaining to the production and provision of mailing labels to the MDTC.
11. The 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 after a full hearing and shall become final when adopted by the Commission. The Respondent shall receive a copy hereof as provided in the Regulations of Connecticut State Agencies § 9-7b-56.
12. It is understood and agreed that this agreement will be submitted to the Commission at its next meeting and, if it is not accepted by the Commission, it is withdrawn by the Respondent and may not be used as an admission in any subsequent hearing; if the same becomes necessary.
13. The 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. Upon the Respondent's compliance with the Order hereinafter stated, the Commission shall not initiate any further proceedings against the Respondent with respect to this matter.

**ORDER**

IT IS HEREBY ORDERED that the Respondent shall pay a civil penalty of two hundred dollars (\$200), in full settlement of this matter.

IT IS FURTHER ORDERED that the Respondent shall strictly comply with General Statutes § 9-622 (5).

The Respondent:

For the State Elections Enforcement Commission:

By: Donna M. Golub  
Donna M. Golub  
393 Jackson Hill Road  
Middlefield, Connecticut

By: Michael J. Brandi  
Michael J. Brandi, Esq.  
Executive Director and General Counsel  
and Authorized Representative of the  
State Elections Enforcement Commission  
20 Trinity Street, Suite 101  
Hartford, Connecticut

Dated: December 15, 2020

Dated: 1/13/2021

Adopted this 20 day of JAN, 2021 at Hartford, Connecticut

Anthony J. Castagno  
Anthony J. Castagno, Chair  
By Order of the Commission