

**STATE OF RHODE ISLAND  
BEFORE THE RHODE ISLAND ETHICS COMMISSION**

**In re: Francis A. Gaschen**

**Complaint No. 2000-4,  
Complaint No. 2000-5**

**ORDER**

This matter having been heard before the Rhode Island Ethics Commission on September 17, 2002 pursuant to Commission Regulation 1011, and the Commission having considered the Complaint herein as well as the proposed Informal Resolution and Settlement, which is incorporated by reference herein, and the argument by counsel, it is hereby

**ORDERED, ADJUGED AND DECREED**

THAT, the Commission accepts the Informal Resolution and Settlement, and

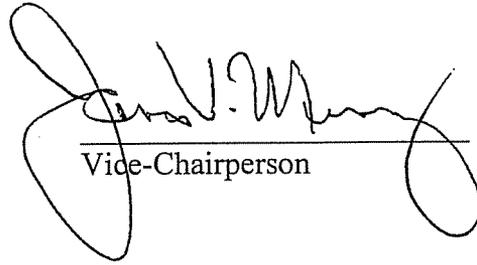
THAT, the Commission incorporates by reference herein its findings as those set forth in the Informal Resolution and Settlement, and

FURTHER, the Commission accepts the terms of the Informal Resolution and Settlement and imposes the following:

1. Pursuant to R.I. Gen. Laws § 36-14-13(d)(3), the Commission imposes of a civil penalty in the amount of \$10,000.
2. The Respondent confirms that he has paid restitution to the Town of Cumberland for all sums paid to him for the Town's purchase of his furniture and law books.

3. The Respondent agrees to reimburse the Town of Cumberland for the cost of the furniture appraisal.

ENTERED as an Order of this Commission this 17<sup>th</sup> day of September, 2002.

  
Vice-Chairperson

STATE OF RHODE ISLAND  
BEFORE THE RHODE ISLAND ETHICS COMMISSION

In re: Francis A. Gaschen

Complaint No.2000-4,  
Complaint No.2000-5

INFORMAL RESOLUTION AND SETTLEMENT

Respondent Francis A. Gaschen and the Rhode Island Ethics Commission hereby agrees to a resolution of the above-referenced matter as follows:

I. FINDINGS OF FACT AND ADMISSIONS

A. The Used Law Office Furniture

1. The Respondent served as Mayor of the Town of Cumberland from 1996 through 2000.
2. As the Mayor of Cumberland, the Respondent was a municipal elected official subject to the Code of Ethics, RI. Gen. Laws § 36-14-1, et seq.
3. The Respondent is an attorney licensed to practice law in the state of Rhode Island. Prior to his election to office, the Respondent maintained a private law practice located at 255 Main Street, Pawtucket..
4. In May of 1999, the Respondent advised the Mayor's Executive Assistant, Margaret Corsi, that the Town would be receiving some furniture from his law office and instructed her to obtain an appraisal of the furniture.
5. Thereafter, Ms. Corsi contacted the Cumberland Director of Public Works (DPW) and advised that DPW employees were required to remove some of the Respondent's furniture from the Gaschen Law Offices and transport it to the Town Hall.



6. Ms. Corsi contacted a private company to determine availability for the removal of other items of the Respondent's property and its transport to his private residence.

7. In mid to late May 1999, prior to the transport of some of the Respondent's furniture to the Town Hall, Ms. Corsi contacted Roger Houle to obtain an appraisal of the furniture, as directed by the Respondent. Ms. Corsi made arrangements with Mr. Houle for an appraisal to take place at the Town Hall after delivery of the furniture.

8. On or about the last week of May and/or the first week of June 1999, Cumberland DPW employees were dispatched in a municipal vehicle to the Respondent's law office to remove some of his furniture and law books and transport them to the Town Hall. The removal and transport of the Respondent's property involved the use of municipal employees and vehicles for portions of two successive days and entailed the disassembly of some pieces of furniture.

9. Prior to the move and before his workday began, the Respondent had provided the Cumberland Community Resource Director, Kevin Lewis, with the keys to his law office. Mr. Lewis opened the office for the DPW employees and facilitated the removal process. At the Respondent's request, Mr. Lewis had tagged for identification those items that were to be transported to the Town Hall.

10. On the day of the move, Mr. Lewis was present at the Respondent's law office and instructed municipal employees to transport some of the Respondent's furniture and law books to the Town Hall.

11. DPW employees delivered some of the Respondent's office furniture and law books to the Town Hall.

12. After the Respondent's property arrived at the Town Hall, Mr. Houle



conducted an appraisal of the Respondent's furniture. The appraisal took place throughout Town Hall, as pieces of furniture already had been removed from the basement area by Town employees and relocated to their respective offices.

13. On or about June 9, 1999, Mr. Houle presented Ms. Corsi with an original appraisal and cover letter. The document reflected his appraisal of three secretarial desks, two office desks, two small wooden stands, a credenza, a round chrome table with four arm chairs, eight secretarial chairs, a glass top conference table, eight side chairs, a folding table and a round glass top table, all of which belonged to the Respondent.

14. The appraisal listed the value of the Respondent's office furniture as \$5,280.00. While not noted on the document itself Mr. Houle conducted the appraisal based upon "current replacement value for condition".

15. Upon receipt of the appraisal, Ms. Corsi provided the Finance Department with supporting documentation and a memorandum that requested the Town's payment of Mr. Houle. The memorandum specifically requested that the Collections Coordinator, Suzanne M. Burt, forward Ms. Corsi a check payable to Mr. Houle in the amount of \$225.00.

16. On June 9, 1999, Mrs. Burt issued Check No.95638 in the amount of \$225.00 to Mr. Houle from the Town's manual checkbook.

17. On August 3, 1999, approximately two months after the furniture had been delivered to the Town Hall, the Respondent presented the Town Finance Director, Marilyn Pielech, with the documentation relative to the appraisal.

18. On August 3, 1999, Ms. Pielech issued Check No.95778 in the amount of \$5,000.00 to the Respondent from the Town's manual checkbook for the Town's purchase some of the Respondent's office furniture.



19. On August 4, 1999, the Respondent requested that Ms. Pielech issue him a new check regarding the transaction, reflecting payment in the amount of ninety percent of the furniture's appraised value. Ms. Pielech issued Check No. 95779 to the Respondent in the amount of \$4,752.00 from the Town's checkbook and voided the original check.

B. The Used Law Books

1. In January 2000, the Mayor's office instructed Ruth Bascombe, an employee of the Town Solicitor's Office, to arrange for an appraisal of some of the Respondent's used law books. The law books had been transported to the Town Hall along with the Respondent's furniture in May/June of 1999 (hereinafter the "Transported Books").

2. In response to a request by the Mayor's office, Ms. Bascombe contacted Christopher Carges, a representative of the West Group, a legal publishing company, to arrange for an appraisal of the transported books.

3. On or about January 18, 2000, Mr. Carges went to the Town Hall and examined and inventoried the transported books, which were located in the Town Solicitor's office.

4. On or about April 7, 2000, the Mayor's Executive Assistant telephoned Mr. Carges and requested that he provide the appraisal document. Subsequently, Mr. Carges went to the Town Hall and provided Ms. Corsi with his appraisal of the transported books.

5. As a private attorney, the Respondent had purchased his law books from West Publishing Company through Mr. Carges. Mr. Carges was not compensated for his appraisal services, a service he provided free of charge to his clients.

6. Mr. Carges valued the transported books at twenty percent of their current



retail value, based largely upon the fact that the books did not contain current supplements or "pocket parts", which update legal publications with the current status of the law.

7. Upon receipt of the appraisal, the Mayor's Executive Assistant totaled the appraised amounts, wrote the sum at the bottom of the page and hand delivered the appraisal to the Finance Department for immediate payment. Ms. Corsi requested that the Collections Coordinator issue the Respondent a check in the full amount of the appraised value.

8. On April 13, 2000, Mrs. Burt issued the Respondent Check No.96429 in the amount of \$4,903.00 from the Town's checkbook for the Town's purchase of the transported books.

## II. CONCLUSIONS OF LAW AND SETTLEMENT

1. The Commission finds that the Respondent, former Mayor of the Town of Cumberland, was a municipal elected official subject to the Code of Ethics, R.I. Gen. Laws § 36-14-1, *et seq.* at all times hereto relevant.

### A. The Used Office Furniture

1. The Respondent does not contest that the Commission has sufficient evidence to establish that by his sale of used office furniture to the Town of Cumberland, he participated in a matter that the Commission considers to have been a substantial conflict of interest, in violation of R.I. Gen. Laws § 36-14-5(a). The Respondent denies this charge but does not contest the proceeding.

2. The Respondent does not contest that the Commission has sufficient evidence to establish that by his sale of used office furniture to the Town of Cumberland, the Commission considers him to have participated in a matter constituting the use his public office



to obtain financial gain, other than that provided by law, in violation of R.I. Gen. Laws § 36-14-5(d). The Respondent denies this charge but does not contest the proceeding.

3. The Respondent does not contest that the Commission has sufficient evidence to establish that by his use of municipal employees to arrange for a) the appraisal of his personal property and b) its transport to Town Hall, the Commission considers the Respondent to have used his public office to obtain financial gain, other than that provided by law, in violation of R.I. Gen. Laws § 36-14-5(d). The Respondent denies this charge but does not contest the proceeding.

4. The Respondent does not contest that the Commission has sufficient evidence to establish that by his sale of used office furniture to the Town of Cumberland, the Commission considers him to have contracted with a municipal agency absent an open and public process, in violation of R.I. Gen. Laws § 36-14-5(h). The Respondent denies this charge but does not contest the proceeding.

B. The Used Law Books

1. The Respondent does not contest that the Commission has sufficient evidence to establish that by his sale of used law books to the Town of Cumberland, he participated in a matter that the Commission considers to have been a substantial conflict of interest, in violation of RI Gen Laws § 36-14-5(a) The Respondent denies this charge but does not contest the proceeding.

2. The Respondent does not contest that the Commission has sufficient evidence to establish that by his sale of used law books to the Town of Cumberland, the Commission considers him to have used his public office to obtain financial gain, other than that



provided by law, in violation of R.I. Gen. Laws § 36-14-5(d). The Respondent denies this charge but does not contest the proceeding.

3. The Respondent does not contest that the Commission has sufficient evidence to establish that, by his sale of used law books to the Town of Cumberland, the Commission considers him to have contracted with a municipal agency absent an open and public process, in violation of R.I. Gen. Laws § 36-14-5(h). The Respondent denies this charge but does not contest the proceeding.

C. Mitigating Factors

In mitigation of the conduct detailed above, the Respondent has submitted the following:

1. Prior to the above noted sale, the proposed actions of the Respondent were discussed with the Council President for his advice, who has not denied the fact that the conversation took place, but states that he does not recall such a conversation. This conversation was witnessed by a former councilor who has admitted this fact of the conversation taking place.
2. Prior to the above noted sale, the proposed actions of the Respondent were discussed with the Town Purchasing Agent for her advice. The Purchasing Agent is a member of the Regional Trial Board, AICPA, Ethics Division.
3. That the Respondent acknowledges that the aforementioned parties did not have authority to authorize action that otherwise might violate the Code of Ethics, but states that his action in discussing the matter with them and following their advice clearly evinces that his violations were not willful and intentional.
4. That the Respondent, prior to obtaining an appraisal for said books and furniture, indicated a willingness to sell the books and furniture for a price less than fair market value, clearly evinces that his violations were not willful and intentional.



5. The actions of public town employees in moving the furniture and books clearly evinces that his violations were not willful and intentional.

6. The storage of the furniture in a public place clearly evinces that his violations were not willful and intentional.

7. That the furniture and books were offered to the Town, with the ultimate decision regarding the purchase to be made by the Purchasing Agent, not the Respondent, and said Purchasing Agent has testified that the decision was hers.

8. That Ms. Corsi contacted a private moving company on her own time relative to the removal of the Respondent's property from his law office and its transport.

9. That Mr. Lewis was present at the Respondent's law office to facilitate the transport of the Respondent's property prior to the start of his workday.

10. That the Respondent donated to the Town as part of the aforementioned sale, one set of Rhode Island General Laws and one set of Rhode Island Reporters, absent current pocket part updates.

11. That the Respondent filed Complaint No.2000-S against himself with the Ethics Commission to obtain a determination on the facts.

12. That the Respondent has since donated the books and furniture to the Town and has returned the money to the Town.

13. That the Respondent consented to a Finding of Probable Cause before the Ethics Commission.

D. Settlement

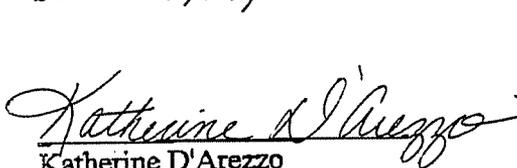
The Respondent agrees that, pursuant to the above Findings of Fact and Conclusions of Law, the Prosecution will recommend, pursuant to R.I. Gen. Laws § 36-14-13(d), the imposition

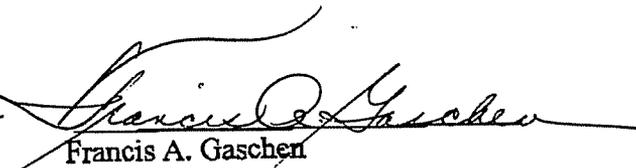


of a civil penalty of \$10,000. The Respondent has already paid restitution to the Town of Cumberland for all sums paid to him for the Town's purchase of his furniture and law books. He further agrees to reimburse the Town for the cost of the furniture appraisal. The Respondent reserves the right to argue for a lesser penalty or the imposition of no penalty.

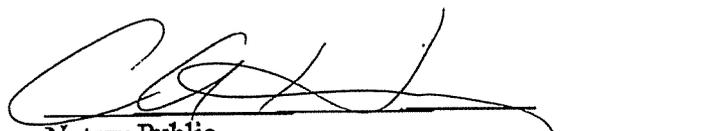
The above terms represent the full and complete Informal Resolution and Settlement for Complaint Nos. 2000-4 & 2000-5.

Dated: 9/17/02

  
Katherine D'Arezzo  
Commission Prosecutor

  
Francis A. Gaschen  
Respondent

Subscribed to and sworn before me this  
16<sup>th</sup> day of September, 2002.

  
Notary Public  
My Commission Expires: 2/19/03

  
Patrick J. Quinlan Respondent's Counsel