



PETER CASSERLY, CHAIRMAN
Babylon Democratic Committee
PO Box 48 babylon, ny 11702
(631)991-3081 | info@babylondemocrats.com
July 16, 2018

Email and Mail – CELA@fec.gov

Federal Election Commission
Office of Complaints Examination and
Legal Administration
Attn Donna Rawls, Paralegal
1050 First Street, NE
Washington, DC 20436

Re: MUR 7420

Dear Ms. Rawls:

I am the Chairman of the *Town of Babylon Democratic Committee*, a constituted party committee duly registered with the New York State Board of Elections.

We are in receipt of correspondence dated July 2, 2018 from Jeff S. Jordan, Esq., of the Federal Election Commission in reference to a complaint filed against the Town Committee (MUR 7420).

Please be advised that the Town Committee had entered into a sublease agreement with *Gregory for Congress*, a Federal political committee supporting Duwayne Gregory in his campaign for election to the United States Congress for the 2nd District of New York. Enclosed herein in a copy of the sublease agreement entered into between *Gregory for Congress* and the Town Committee for fair value for the use of office/campaign space located at 70-84A E. Sunrise Highway, Lindenhurst, NY 11757.

We respectfully submit that based upon the enclosed sublease agreement the FEC should take no action against the Town Committee as our Committee did not expend any funds requiring the reporting of any "in-kind" contributions for the campaign of Mr. Gregory in accordance with 52 USC § 30104 (b) (3) (B) and 11 C.F.R. § 104.3 (a) (4) (ii).

The requirement under the sublease imposes upon the *Gregory for Congress* Federal Committee a financial obligation to pay fair market value for the office space and, as such, evidences no in-kind contributions have occurred.

We trust this letter and the enclosed agreement should address the complaint filed and alleviate the FEC from any further action.

Agreement to Sublease/Sublet

This agreement is to sublet real property according to the terms specified below.

The sublessor agrees to sublet, and the subtenant agrees to share the premises described below with sublessor. Both parties agree to keep, perform, and fulfill the promises, conditions and agreements expressed below:

1. **SUBLESSOR:** The sublessor is: Town of Babylon Democratic Committee.
2. **SUBTENANT:** The subtenant is: Gregory for Congress.
3. **PREMISES:** The location of the premises is: 70-84A E. Sunrise Highway, Lindenhurst, NY 11757.
4. **TERM:** The term of this sublease is month to month tenancy, beginning April 1, 2018.
5. **RENT PAYMENTS:** The rent is \$ 500 per month, payable in advance on the 1st day of the month. The rent is payable to T.O.B. Democratic Committee at 70-84A E. Sunrise Highway, Lindenhurst, NY 11757.
6. **AGREEMENT TERMINATION:** The sublease agreement will terminate on 30 days written notice by either party, but in no event shall this sublease agreement extend beyond the term of the original Lease which is attached hereto as EXHIBIT A. There shall be no holding over under the terms of this sublease agreement under any circumstances.
7. **UTILITIES:** All charges for utilities connected with premises which are to be paid by the sublessor under the master lease shall continue to be paid by the sublessor for the term of this sublease.
8. **PROPERTY CONDITION:** Subtenant agrees to surrender and deliver to the sublessor the premises and all furniture and decorations within the premises in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted. The subtenant will be liable to the sublessor for any damages occurring to the premises or the contents thereof or to the building which are done by the subtenant or his guests.
9. **DEPOSIT:** Subtenant agrees to pay sublessor a deposit of \$500 to cover damages beyond normal wear and tear, unpaid rent, and unpaid utilities. Sublessor agrees that if the premises and contents thereof are returned to him/her in the same condition as when received by the subtenant, reasonable wear and tear thereof excepted, and if there is no unpaid rent or unpaid utility bills owed by the subtenant, he/she will refund to the subtenant \$500 at the end of the term, or within 30 days thereafter. Any reason for retaining a portion of the deposit shall be explained in writing within 30 days to the subtenants.
10. **ORIGINAL LEASE:** The sublease agreement incorporates and is subject to the original lease agreement between the sublessor and his lessor, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length. The subtenant agrees to assume all of the obligations and responsibilities of the sublessor under the original lease for the duration of the sublease agreement.
11. **OTHER TERMS AND CONDITIONS:** Sublessor and Subtenant shall share the Premise equally during the term of the Sublease.
12. **SOLE AGREEMENT:** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. (Any oral representations made at the time of executing this lease are not legally valid, and therefore, are not binding upon either party).
13. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

singular and plural.

15. **ACKNOWLEDGEMENT OF COPY RECEIVED:** Each party signing this sublease acknowledges receipt of a copy thereof.

16. **LANDLORD APPROVAL:** This sublease is not binding upon either party unless approved by the landlord as provided below, provided such approval is required by the original lease.

The parties hereby bind themselves to this agreement by their signatures affixed below on this 16 day of MARCH, 2018.

Tenant/Sublessor:

TOWN OF BABYLON DEMOCRATIC COMMITTEE

BY: Peter M. Cassery

Name: Peter Cassery

Title: Chairman

Subtenant:

GREGORY FOR CONGRESS

BY: Jeffrey Casale

Name: Jeffrey Casale

Title: Campaign Chairman



Peter Casserly, Chairman
Babylon Democratic Committee
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Babylon Democratic Committee

74 East Sunrise Highway
Lindenhurst, NY 11757
(631) 991-3081

Invoice

Submitted on 04/15/2018

Invoice for
Gregory for Congress
Attn: Cory Miller

Payable to
Babylon Democratic Co

Invoice #
3897-1

Project
April 2018

Due date
5/1/2018

| Description | Qty | Unit price | Total price |
|----------------------|-----|------------|-------------|
| Rent, Campaign Space | 1 | \$500.00 | \$500.00 |
| | | | \$0.00 |
| | | | \$0.00 |

Notes: Subtotal \$500.00

DUE \$500.00



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Babylon Democratic Committee

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Lindenhurst, NY 11757
(631) 991-3081

Invoice

Submitted on 05/15/2018

Invoice for
Gregory for Congress
Attn: Cory Miller

Payable to
Babylon Democratic Co

Invoice #
3897-2

Project
May 2018

Due date
6/1/2018

| Description | Qty | Unit price | Total price |
|----------------------|-----|------------|-------------|
| Rent, Campaign Space | 1 | \$500.00 | \$500.00 |
| | | | \$0.00 |
| | | | \$0.00 |

Notes: Subtotal \$500.00

DUE \$500.00