FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 1457

Date Filmed 10/25/82 Camera No. -1-

Cameraman J. A.Q

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FEDERAL ELECTION COMMISSION

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act, 5 U.S.C. Section 552(b):

____	(1) Classified Information	____	(6) Personal privacy
____	(2) Internal rules and practices	____	(7) Investigatory files
____	(3) Exempted by other statute	____	(8) Banking Information
____	(4) Trade secrets and commercial or financial information	____	(9) Well Information (geographic or geophysical)
X	(5) Internal Documents		

Signed Eugene M. Martin

date 9/10/82

FEC 9-21-77

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 8, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Roy L. Behr
201 Edwards Street
New Haven, Connecticut 06511

MUR 1457

Dear Mr. Behr:

The Federal Election Commission has reviewed the allegations of your complaint dated July 23, 1982, and determined that on the basis of the information provided in your complaint and information provided by the Respondents, there is no reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended ("the Act") has been committed.

Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Should additional information come to your attention which you believe establishes a violation of the Act, you may file a complaint pursuant to the requirements set forth in 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.4.

Sincerely,

Charles N. Steele
General Counsel

Kenneth A. Gross - by KT

BY: Kenneth A. Gross
Associate General Counsel

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 8, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

William D. Stempel, Esquire
Assistant General Counsel
Office of the General Counsel
Yale University
1302 A Yale Station
New Haven, Connecticut 06520

MUR 1457

Dear Mr. Stempel:

On August 2, 1982, the Commission notified you of a complaint alleging that your client had violated certain sections of the Federal Election Campaign Act of 1971, as amended.

The Commission, on September 8, 1982, determined that on the basis of the information in the complaint and information provided by you, there is no reason to believe that a violation of any statute within its jurisdiction has been committed. Accordingly, the Commission closed its file in this matter. This matter will become a part of the public record within 30 days.

Sincerely,

Charles N. Steele
General Counsel

Kenneth A. Gross - by [illegible]

BY: Kenneth A. Gross
Associate General Counsel

8204065530

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 8, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Terrence Jones, Esquire
Wiggin and Dana
195 Church Street
P.O. Box 1832
New Haven, Connecticut 06508

RE: MUR 1457

Dear Mr. Jones:

On August 2, 1982, the Commission notified you of a complaint alleging that your client had violated certain sections of the Federal Election Campaign Act of 1971, as amended.

The Commission, on September 8, 1982, determined that on the basis of the information in the complaint and information provided by you, there is no reason to believe that a violation of any statute within its jurisdiction has been committed. Accordingly, the Commission closed its file in this matter. This matter will become a part of the public record within 30 days.

Sincerely,

Charles N. Steele
General Counsel

Kenneth A. Gross - by KT

BY: Kenneth A. Gross
Associate General Counsel

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Roy L. Behr
201 Edwards Street
New Haven, Connecticut 06511

MUR 1457

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Should additional information come to your attention which you believe establishes a violation of the Act, you may file a complaint pursuant to the requirements set forth in 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.4.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Sent 9/8

3 2 0 4 0 3 5 5 3 7 3 2

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Terrence Jones, Esquire
Wiggin and Dana
195 Church Street
P.O. Box 1832
New Haven, Connecticut 06508

RE: MUR 1457

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The Commission, on , 1982, determined that on the basis of the information in the complaint and information provided by you, there is no reason to believe that a violation of any statute within its jurisdiction has been committed. Accordingly, the Commission closed its file in this matter. This matter will become a part of the public record within 30 days.

Sincerely,

Sme
9/8

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

82040565103

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

William D. Stempel, Esquire
Assistant General Counsel
Office of the General Counsel
Yale University
1302 A Yale Station
New Haven, Connecticut 06520

MUR 1457

Dear Mr. Stempel:

On August 2, 1982, the Commission notified you of a complaint alleging that your client had violated certain sections of the Federal Election Campaign Act of 1971, as amended.

The Commission, on , 1982, determined that on the basis of the information in the complaint and information provided by you, there is no reason to believe that a violation of any statute within its jurisdiction has been committed. Accordingly, the Commission closed its file in this matter. This matter will become a part of the public record within 30 days.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

9/8/82

92040353034

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 1457
Stephen Wareck for	)	
Congress Committee	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on September 8, 1982, the Commission decided by a vote of 4-0 to take the following actions in MUR 1457:

1. Find No Reason to Believe Yale University violated 2 U.S.C. § 441b.

2. Find No Reason to Believe the Steve Wareck for Congress Committee violated 2 U.S.C. § 441b.

3. Close the File.

Commissioners Aikens, Elliott, McDonald and McGarry voted affirmatively in this matter; Commissioners Harris and Reiche did not cast votes in this matter.

Attest:

9-8-82
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

Received in Office of Commission Secretary: 9-2-82, 11:43
Circulated on 48 hour tally basis (pink): 9-2-82, 4:00

September 2, 1982

MEMORANDUM TO: Marjorie W. Emmons

FROM: Phyllis A. Kayson

SUBJECT: MUR 1457

Please have the attached First General Counsel's Report distributed to the Commission (on Pink paper) on a 48 hour tally basis. Thank you.

Attachment

cc: Callahan

SENSITIVE

FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

RECEIVED
OFFICE OF THE
COMMISSION SECRETARY

82 SEP 2 A11: 48

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL BY OGC TO THE COMMISSION 9-2-82

MUR NO. 1457
DATE COMPLAINT RECEIVED BY OGC 7/29/82
DATE OF NOTIFICATION TO RESPONDENT 8/2/82
STAFF MEMBER
Suzanne Callahan

COMPLAINANT'S NAME: Roy L. Behr

RESPONDENT'S NAME: Stephen Wareck for Congress Committee

RELEVANT STATUTE: 2 U.S.C. § 441b

INTERNAL REPORTS CHECKED: None

FEDERAL AGENCIES CHECKED: None

SUMMARY OF ALLEGATIONS

This matter was generated as the result of a complaint filed by Roy L. Behr against the congressional campaign of Steve Wareck running for the House of Representatives, 3rd Congressional District, Connecticut.

The complainant alleges that Yale University is renting office space to the Steve Wareck congressional campaign for less than the actual value of the property. The complaint is based on several newspaper articles stating that an unnamed individual was quoted a monthly rental rate of $2,000, while Wareck's campaign pays only $275 per month.

The complainant alleges a corporate contribution in violation of 2 U.S.C. § 441b may have occurred if Yale University

2204035537

rented space to a federal campaign at a rate less than the normal and usual charge.

LEGAL AND FACTUAL ANALYSIS

Terrence Jones, counsel for the Wareck campaign, filed a response which included an affidavit of the individual who negotiated the lease with Yale as well as a copy of the lease.

Manuel Machado was the individual who negotiated the lease on behalf of the Wareck campaign. He has stated under oath that he learned of the space at Yale through the director of the New Haven Redevelopment Agency. Machado negotiated for the office space with Marcia DeGraff of Yale's Real Estate Department.

Machado recollects that Ms. DeGraff offered him a short term lease at $325 per month which he believed was too expensive. The monthly amount agreed upon after negotiations was $275 per month.

The terms of the lease were as follows:

(a) rental limited to a period of eight months;
(b) obligated tenant to pay for all maintenance, utilities and insurance; and
(c) property leased in "as is" condition.

Further, the committee, prior to occupying the rental space, was required to "reconnect the heating system, make repairs to the electrical system and certain plumbing fixtures and to do repairs to the roof." The amount paid to contractors to complete the above work cost the Wareck Committee $718. In addition, committee volunteers did other work on the roof, heating and plumbing system free of charge. Machado's affidavit describes the premises as in general disrepair.

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Yale University responded to the complaint by filing an affidavit of Marcia DeGraff, Director of Real Estate Management of Yale University. She confirmed the assertions made by Machado.

According to her statement, in January of 1981, the Yale Real Estate Office sent out a notice advertising the availability of the subject rental space at $6.00 per square foot or $1,870 per month. 1/ However, DeGraff states that before any offers were received to the notice, Yale decided to commercially develop the property and decided not to accept any long term lease on the property. The development plan included demolition of the building at issue here.

Early in 1982, the Wareck campaign approached Yale seeking to lease the subject property. Yale agreed to rent the property to the campaign for eight months in "as is" condition. De Graff states that "as is" meant the

> tenant had to reconnect electricity, plumbing and heating systems, repair a leaking roof, a broken skylight, sagging ceiling tiles, a broken water tank and wiring and numerous other items. The monthly rental was negotiated at $275. This amount was sufficient to cover Yale's out-of-pocket costs attributable to property tax payments.

Considering the evidence submitted in this matter, the $275 monthly rental fee for the rental space which was leased on a short term basis, in "as is" condition, requiring extensive

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1/ This amount corresponds to that alleged by Mr. Behr and forms the basis for his complaint.

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repairs is reasonable. The affidavits submitted support the respondents' contention that there is no evidence whatsoever indicating that Yale has entered into a business transaction with the Wareck campaign outside the normal course of business. Therefore, the Commission should close the file in this matter finding no reason to believe that Yale has made a corporate contribution in violation of 2 U.S.C. § 441b nor has the Wareck campaign accepted such a contribution.

Recommendations

It is recommended that the Commission find:

1. No reason to believe Yale University violated 2 U.S.C. § 441b.

2. No reason to believe the Steve Wareck for Congress Committee violated 2 U.S.C. § 441b.

3. Close the file.

Charles N. Steele
General Counsel

Sept 2, 1982
Date

BY: Kenneth A. Gross
Kenneth A. Gross
Associate General Counsel

Attachments
Complaint (4 pages)
Wareck response (25 pages)
Yale response (5 pages)
Notification letters (3 pages)
(37 total pages)

202222

RECEIVED
Gcc# 8185

82 JUL 29 A 9:08

Roy L. Behr
201 Edwards Street
New Haven, CT 06511
July 23, 1982

Mr. Charles N. Steele
General Counsel
Federal Elections Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr Steele:

I hereby resubmit my request for an investigation into the campaign of Mr. Steve Wareck, which I originally sent you on July 14, 1982. As you may recall, the question involves Wareck's campaign headquarters, rented from Yale University for $275 per month. The address of the building is 304 Elm Street, New Haven; the phone number is (203)624-1096.

Articles in the New Haven Advocate allege that another interested lessee had been told by Yale that the building would cost $2,000 per month to rent. I am curious about the discrepancy, and whether it constitutes a campaign contribution, which I understand to be illegal.

A subsequent article in The Advocate (enclosed) quotes a Wareck aide as saying the building is in terrible shape, and is therefore only worth $275. Having never been inside, I can't argue. Nevertheless, the question remains as to whether Yale thought it was worth $2,000. As a major landowner in the area, I suspect the university has a good sense of property values.

I don't know much more about the situation than what is detailed in the articles - the two you already have on file and the one enclosed - but in any event, my phone number is (203)789-0303.

I look forward to hearing from you.

Sincerely,

Roy L. Behr

Subscribed and sworn to before me this 23 day of July 1982.

Catherine F. MacDonald
Notary Public

My Commission Expires March 31, 1986

82040353941

Yale, the Low-Rent Landlord

On the eve of the Democratic nominating conventions last week, a complaint surfaced against one of the two men campaigning for the Democratic nomination for Congress in the Third Congressional District. Roy L. Behr of Edwards Street wrote to the Federal Elections Commission requesting an investigation of a possible violation of election laws by candidate Stephen Wareck, citing an *Advocate* article about Wareck's lease of campaign headquarters from Yale University.

The article had noted that Wareck leases his Elm Street headquarters from Yale for $275 per month, while a private individual said he's tried to rent the property for a restaurant and had been deterred because he was told the rent would be $2,000 monthly.

Behr wrote that "it is my understanding that receiving campaign contributions from the university is a violation of the election laws," saying that the low rental to Wareck might constitute a form of contribution. "Mr. Wareck's relationship with Yale is of particular concern because of his ongoing defense of the University in its disputes with the city. Mr. Wareck has said that Yale should not make financial contributions to the city nor engage in development projects with the city. While I am not sure whether or not I agree with his position on this matter, I would be appalled if Mr. Wareck's views were influenced by an improper financial relationship with Yale.

"I hope you will investigate this situation," Behr wrote the FEC. "The election laws were passed in the wake of the Watergate scandal to stem the rising tide of public distrust in government. If Mr. Wareck's campaign has indeed disregarded the law, he has violated the public trust. He should not be able to do so with impunity."

Wareck, who is president of the New Haven Board of Aldermen, was unavailable for comment Friday evening as the *Advocate* went to press, but his assistant, Alderman Tony Williams, discounted the charge. "Our feelings are that it is perfectly legal and ethical, entirely proper. We invite anyone to come in and look at our campaign offices." He described the facilities as "a pigpen, a wreck . . . it's not like we're getting a great deal." He said the electrical system is "just barely up to code" and said there is plaster peeling from walls and ceilings. He noted the Wareck campaign has a short-term lease on the building, which formerly housed the Knights of St. Patrick and, before that, a Yale secret society. Yale has been in confidential negotiations with an unnamed developer for the rehabilitation of the [illegible] on Elm Street [illegible]

spokespeople say the Wareck campaign rental revenues are just about right for the condition of the property and the duration of the lease, noting that a restaurant rental would require considerable expense for renovations.

By the time this issue hits the street, the nominating convention for the Third District will have been held (Monday night) and Wareck will have been named the party's official candidate. However, Bruce Morrison, his challenger for the nomination, was expected to gather well over the necessary number of delegates at the convention to qualify to run against Wareck in the Democratic primary this fall.

Andrew Houlding

2

Ccc# 0128

Roy L. Behr
201 Edwards Street
New Haven, CT 06511
July 14, 1982

Mr. Charles N. Steele
General Counsel
Federal Elections Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Steele:

Recent articles in the New Haven Advocate (see enclosed) suggest improprieties in the Congressional campaign of Mr. Steve Wareck, which I find alarming. The articles claim that Mr. Wareck is renting his headquarters space from Yale University at $275 per month while potential commercial renters were told that the same space would cost at least $2,000 per month. The articles further state that this unusually low rent should be counted as a campaign contribution from the University. Yet it is my understanding that receiving campaign contributions from the University is a violation of the election laws.

Mr. Wareck's relationship with Yale is of particular concern because of his ongoing defense of the University in its disputes with the City. Mr. Wareck has said that Yale should not make financial contributions to the City or engage in development projects with the City. While I am not sure whether or not I agree with his position on this matter I would be appalled if Mr. Wareck's views were influenced by an improper financial relationship with Yale.

I hope you will investigate this situation. The new election laws were passed in the wake of the Watergate scandal to stem the rising tide of public distrust in government. If Mr. Wareck's campaign has indeed disregarded the law, he has violated the public trust. He should not be able to do so with impunity.

Sincerely,

Roy L. Behr

cc: Mr. Steven Wareck
Mr. Bruce Morrison
Congressman Larry DeNardis
New Haven Advocate
New Haven Register

JUL 20 A10:46

82040355243

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6/2/82 New Haven Advocate

• On the political front: it appears that Steve Wareck, the President of the Board of Aldermen and candidate for the Third District Democratic Congressional nomination, has secured a bargain rent from Yale University for his campaign headquarters on Elm Street. Wareck rents about 1,000 square feet in a building owned by Yale—once used by a secret society—and recently vacated by the Knights of St. Patrick. The Wareck campaign pays only $275 per month for the facility, an unusually low rate for office space in the city. Wareck denies he got any kind of special deal.

• Larry DeNardis, the incumbent Republican Congressman, last week voted at the last minute to kill a Federal Trade Commission rule requiring disclosure of defects in used cars to potential buyers. He was castigated by his other Democratic opponent, Bruce Morrison, for an "outrageous, anti-consumer vote."

Meanwhile, back in downtown New Haven: Yale University is considering a "development concept" for the block along Broadway between York and Park Streets which would transform the "kind of tacky" buildings on Broadway's south side. Yale officials refused to identify the putative developer; the buildings involved include those now occupied by Greek Village, the Blossom Shop, the (now vacant) Fred Locke Stereo store, and Steve Wareck's congressional campaign headquarters.

These headquarters occupy a Yale-owned building that once housed a university secret society and, more recently, the Knights of St. Patrick. Two weeks ago, the *Advocate* mentioned in this space, that Wareck, who is president of the Board of Aldermen, had apparently obtained a good deal when he rented the building—about 1,000 square feet—from Yale, for only $275 a month. We were subsequently informed that a private businessman had been interested in renting the building and was told it would cost at least $2,000 per month. He was miffed to learn of Wareck's terms.

Marsha Degral, in Yale's real estate office, said Wareck's lease is a temporary one; Yale is pleased that it can get enough rental out of the building to cover real estate taxes while the university negotiates with the developers. Yale owns all the property along that block, which university public information officer Steve Kezerian described as "kind of tacky."

The Wareck campaign headquarters lease is of potential significance because, if it were determined to be an unusually low rent, federal election rules could hold that it constitutes a kind of campaign contribution from the university.

• • •

New Haven Advocate
6/16/82

4

HAND DELIVERED

202 559

Bcc# 8341

82 AUG 27 P1:14

WIGGIN & DANA
COUNSELLORS AT LAW
195 CHURCH STREET
POST OFFICE BOX 1832
NEW HAVEN, CONNECTICUT 06508
203-789-1311
TELEX 963517 WIGDAN

JOHN Q. TILSON
JOHN I. ELY
CHARLES N. SCHENCK, III
JOHN W. BARNETT
ROBERT B. SNOW, JR.
WILLIAM C. BASKIN, JR.
JOHN PHELPS CLARK
ROBERT F. CAVANAGH
S. ROBERT JELLEY
CHARLES C. KINGSLEY
WILLIAM J. DOYLE
CHEEVER TYLER
WILLIAM J. EGAN
DAVID P. FAULKNER
DAVID P. HAMBLETON
WILLIAM E. CRAIG

NOEL E. HANF
SHAUN S. SULLIVAN
JEREMY G. ZIMMERMANN
FRANK L. McGUIRE
J. MICHAEL EISNER
NORMAN FINEBERG
MICHAEL K. BROWN
JAMES C. McGUIRE
WILLIAM H. PROUT, JR.
J. DRAKE TURRENTINE
LINDA L. RANDELL
EDWIN A. JAMES
MARK R. KRAVITZ
MARSHALL B. BASSON
D. TERENCE JONES

MELINDA A. AGSTEN
JOYCE A. BENNETT
WILLIAM J. CHICKERING
PAUL A. DOMINIANNI
SHERRY L. DOMINICK
EDWARD W. DUNHAM
MARCELA GONZALES-PHILLIPS
CLIFFORD J. GRANDJEAN
PETER LEFEBER
DEBORAH WHITLOCK MADDEN

JOAN GLAZER MARGOLIS
PATRICK M. NOONAN
STACEY JACKSON PERKINS
JUDY A. RABKIN
KENNETH ROSENTHAL
R. JEFFREY SANDS
ALAN G. SCHWARTZ
JOHN A. SIRICO
CAROL N. THEODORE

GRANT N. NICKERSON
COUNSEL

FREDERICK H. WIGGIN
(1934-1963)
J. DWIGHT DANA
(1934-1951)

60 WASHINGTON STREET
HARTFORD, CONNECTICUT 06106
203-727-9700

WIGGIN DANA & McGUIRE
66 FEDERAL STREET
NEW LONDON, CONNECTICUT 06320
203-443-4397

82 AUG 27 P2:10

August 26, 1982

Ms. Suzanne Callahan
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 1457

Dear Ms. Callahan:

I am writing in response to the Commission's letter of August 2, 1982, to Mr. Stephen Wareck, candidate for Congress from Connecticut's Third Congressional District. In that letter, Mr. Kenneth A. Gross of your office requested information relevant to the Commission's analysis of a complaint sent to the Commission by Mr. Roy L. Behr of New Haven regarding the monthly rental amount paid to Yale University by the Stephen Wareck for Congress Committee for space leased by the Committee from Yale.

On behalf of the Committee, I enclose (a) an affidavit of Mr. Manuel Machado who, on behalf of the Committee, negotiated the terms of the lease between Yale and the Committee, and (b) a photocopy of the executed lease. I believe these documents will be useful and relevant to the Commission's analysis.

5

Mr. Machado's affidavit sets forth the relevant facts: The Stephen Wareck for Congress Committee needed space for its campaign. Yale had available, vacant space that it was willing to lease on a short-term basis. In view of the condition of the space, the "net-net" provisions of the lease, the repairs and risk of repairs undertaken by the occupant, the unavailability of parking, and the fact that the Committee was ready to occupy the space almost immediately, Mr. Machado believes that the monthly rental of $275 was and is a fair negotiated rental price.

We trust that the Committee's submission will establish to your satisfaction and that of the Commission that there is "no reason to believe" that a violation of the Federal Election Campaign Act has occurred, and accordingly that the Commission will close the file on this matter.

If you have any further questions, or if we can provide any additional information to you, please call me.

Sincerely,

FOR RU

Terence Jones

DTJ:kr
Enclosure

2204033945

AFFIDAVIT OF MANUEL MACHADO

STATE OF CONNECTICUT)
: ss: New Haven, August 25, 1982
COUNTY OF NEW HAVEN)

MANUEL MACHADO, being duly sworn, states:

1. I am over eighteen years of age and recognize the obligation of an oath.

2. I am a volunteer in the campaign of Mr. Stephen Wareck, candidate for Congress in the Third Congressional District in Connecticut.

3. In the winter of 1982 I began looking for rental space for the Stephen Wareck for Congress Committee ("the Committee").

4. I learned from the director of the New Haven Redevelopment Agency that Yale University ("Yale") might have space available for a short-term lease.

5. Early in February, 1982, I approached Yale about leasing space to the Committee. I spoke to a Ms. Marcia DeGraff in Yale's real estate department. I had not previously met or spoken to Ms. DeGraff.

7

6. Ms. DeGraff told me that a building owned by Yale and located at 304-306 Elm Street in New Haven, Connecticut was vacant at the time.

7. Ms. DeGraff offered to rent the space for use by the Committee on a short-term basis. To the best of my recollection, her original offer was a rental of $325 a month. I told her I thought that this price was too high.

8. During a period of a week to ten days, I had several telephone conversations with Ms. DeGraff concerning the terms of the lease and in particular the monthly rental price.

9. As a result of our negotiations, Ms. DeGraff agreed on behalf of Yale to rent the property for use by the Committee for a period of eight months at a rental of $275 a month.

10. The Lease was negotiated in every respect in an arms-length fashion.

11. While Yale drafted the lease for signature by Stephen A. Wareck, it was understood and agreed upon that the space would be occupied by the Committee and further that the Committee would make all rental payments and pay all expenses relating to the property. A copy of the executed lease (the "Lease"), dated February 22, 1982, is attached hereto as Exhibit A.

8

12. The term of the Lease is for eight months, from March 1, 1982 through October 31, 1982. The Lease is on a "net-net" basis, in other words a lease in which the Tenant is obligated to pay for all maintenance, utilities and insurance. Further, Yale leased the space in "as is" condition. The Lease does not include parking facilities, for which the Committee pays a monthly rental to a landlord other than Yale.

13. The Committee has made all monthly rental payments to Yale, has provided Yale with a security deposit equal to one month's rent, and has been responsible for all expenses (other than taxes) with respect to the property, including maintenance, utilities and insurance.

14. In order to make the space habitable, it was necessary that the Committee spend sums to reconnect the heating system, make repairs to the electrical system and certain plumbing fixtures and to do repairs to the roof. The Committee paid $718 to outside contractors for work performed on the property, and these amounts have been reported by the Committee as expenditures on Form FEC3. Additional work on the heating and plumbing systems and on the roof was performed by volunteers for the Committee whose time was given free of charge.

9

15. In renting the space, Ms. DeGraff stated that she did not know the condition of the heating system because it was disconnected. She indicated that there would be no rent adjustment if the system did not function and that the Committee was at risk for any necessary repairs.

16. The space leased pursuant to the Lease is almost windowless, comprising an open space not divided into offices. To the best of my knowledge, Yale did nothing to prepare the space for occupancy. Campaign volunteers have spent a considerable amount of time, and the Committee has spent approximately $265 worth of materials, in putting up temporary partitions so that staff members can work in that space. The paint was peeling, and still is, from the walls and ceilings.

17. I have had over twenty years' experience leasing commercial properties in the New Haven area. Based upon (a) the short-term character of the Lease, (b) the "as is" condition of the building, (c) the net-net character of the Lease, (d) the extent of the repairs that had to be made to the property, and (e) the lack of available on-street parking, I believe the monthly rental of $275 is a fair rental for the property.

Manuel Machado

Manuel Machado

10

STATE OF CONNECTICUT)
: ss: New Haven August 25, 1982
COUNTY OF NEW HAVEN)

Personally appeared Manuel Machado signer of the foregoing affidavit and acknowledged the same to be his free act and deed before me.

Ernie L. Bugnon
Notary Public

My Commission Expires March 31, 1986

320403553951

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82 AUG 27 P 1: 14

YALE UNIVERSITY

L E A S E

This Indenture, made and entered into this 22 day of February, 1982, by and between YALE UNIVERSITY, a corporation organized and existing under and by virtue of a charter granted by the General Assembly of the Colony and State of Connecticut and located in New Haven, Connecticut (hereinafter called the "Landlord"), and STEPHEN A. WARECK of 135 Cliff Street, New Haven, Connecticut, 06508 (hereinafter called the "Tenant").

W I T N E S S E T H T H A T :

In consideration of the respective provisions and agreements hereinafter contained, the Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord the building located at 304-306 Elm Street in New Haven, Connecticut, (but not including the parking lot adjacent thereto), the foregoing premises being hereinafter referred to as the "demised premises" or the "premises".

TO HAVE AND TO HOLD the demised premises, with the rights, privileges, easements and appurtenances thereunto belonging or appertaining, unto the Tenant for and during a term beginning on March 1, 1982 and ending on October 31, 1982.

THE ABOVE LETTING IS UPON THE FOLLOWING TERMS AND CONDITIONS:

1. Rent. The Tenant covenants and agrees to pay to the Landlord as rent for the demised premises the sum of Two Hundred Seventy-Five Dollars ($275.00) per month, payable with respect to each month during the term of this lease in advance on or before the first day of such month.

2. Peaceful Possession. The Landlord covenants with the Tenant that it has good right to lease the demised premises in the manner aforesaid and that it will suffer and permit the Tenant (the Tenant keeping all the covenants and agreements on the Tenant's part as herein contained) to occupy, possess and enjoy said premises during the term hereof, without hindrance or molestation from the Landlord, or by any person claiming by, from or under the Landlord.

3. Tenant Not to Make Alterations, etc. The Tenant shall make no alterations, additions, installations of equipment or fixtures, or improvements to, in or on the demised premises without the prior written consent of the Landlord. The Tenant shall have the right to remove, at or before the expiration or sooner termination of this lease, any and all tangible personal property which may have been installed by the Tenant in the demised premises, but the Tenant shall promptly repair, in a first-class workmanlike manner, any damage to the demised premises which may be due to such removal.

4. Purpose and Use. The Tenant covenants and ees that the demised premises and all parts thereof shall sed only for the offices of the Steven Wareck for ess Committee.

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5. Indemnification. The Landlord shall not be liable in any event whatsoever for any nuisance or claimed nuisance arising out of or connected with the Tenant's occupancy of the demised premises, or for any damage to any property (including property of the Tenant) or for any injury, including death as the result thereof, to any person or persons arising out of or connected with the demised premises or the occupancy thereof by the Tenant or that may happen on or about the demised premises, or for any injury or damages to the demised premises or to any property of the Tenant or of any person or persons contained therein. The Tenant shall save and keep harmless and indemnify the Landlord, from and against any and all liability, loss, damage, suits, penalties, claims and demands of every kind or nature, including reasonable attorneys' fees, arising out of or connected with any such nuisance or claimed nuisance, accident, injury, damage or death which shall or may arise out of or in connection with the demised premises or the occupancy of the demised premises by the Tenant, or shall or may happen in, upon or about the demised premises or appurtenances, or for any matter, cause or thing growing out of the condition, occupation, maintenance, repair, alteration, use or operation of the demised premises.

6. Public Liability Insurance. The Tenant agrees during the term of this lease and at the Tenant's own expense to provide and keep in force a policy or policies of public liability insurance in a company or companies authorized to do business in the State of Connecticut, insuring the Landlord and the Tenant against claims for damages arising out of or connected with the demised premises or the use

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thereof, such policy or policies to be in the amount of Five Hundred Thousand Dollars ($500,000) per occurrence and Five Hundred Thousand Dollars ($500,000) aggregate with respect to bodily injuries, and One Hundred Thousand Dollars ($100,000) with respect to property damage, and the Tenant agrees to deliver to and deposit with the Landlord a certificate of such insurance naming the Landlord as an additional insured.

7. Condition of Premises; Damages. The Tenant covenants and agrees that the Tenant has accepted or will accept possession of the demised premises in such condition as they were or may be in at the time thereof and that neither the Landlord, nor any employee or agent of the Landlord, has made any representation, statement or warranty, express or implied, in respect thereof, or in respect of their condition, or the use or occupancy that may be made thereof. The Tenant further covenants and agrees that the Landlord shall not be liable to the Tenant for any injury or damage to persons or property caused by the elements or by other tenants or persons in the Building and shall not be liable for any damage to any property in or on the demised premises caused by water (including water that may leak or flow from the automatic sprinkler system), steam, gas, electricity, snow, rain, sewerage or any substance which may leak into the demised premises or issue or flow from any other part of the building in which the demised premises are located, or from any other place or quarter, nor for any damage that may be suffered by the Tenant through the fault or negligence of any other tenant of the building in which

the demised premises are located, expressly excepting, however, any injury or damage that may be due to faulty construction or the negligence of a servant, agent, employee or contractor of the Landlord.

8. Hire and Return of Premises. The Tenant further covenants with Landlord to hire the demised premises and to pay the rentals provided for hereinbefore, to commmit no waste nor suffer the same to be committed thereon, nor to injure or misuse the same, but to deliver up the same at the expiration or sooner termination of the Tenant's tenancy in as good condition as the demised premises may be in at the time when the same are first occupied by the Tenant, ordinary wear, fire and other unavoidable casualties excepted, and to replace at the expense of the Tenant lost keys and lighting bulbs and tubes, which lighting bulbs and tubes are not to be supplied by the Landlord.

9. Observation of Laws, etc. The Tenant further covenants and agrees to comply and conform to all the laws of the State of Connecticut, the by-laws, rules and regulations of the City and Town of New Haven relating to health, nuisance and fire, the rules and regulations of the New England Board of Fire Underwriters and all the terms and provisions of any fire insurance policy effected or to be effected with respect to the demised premises, all insofar as the demised premises are or may be concerned, and to save the Landlord harmless from all fines, penalties and costs for violation of or non-compliance with the same.

10. Subletting and Assignment. The Tenant covenants with the Landlord that the Tenant will not sell, assign, transfer, mortgage, pledge or otherwise encumber this lease, or sublet all or any part of the demised premises.

11. Tenant's Responsibility - Sidewalk. The Tenant agrees at the sole cost and expense of the Tenant to keep the sidewalk adjoining said premises unobstructed and free and clear of all snow, ice, rubbish, trash or other litter.

12. Tenant's Responsibility - Repair, Maintenance and Utilities. The Tenant covenants and agrees to make all necessary repairs to the demised premises under the control of the Tenant, including doors, windows and window glass, and to maintain the demised premises at all times in a clean, orderly, well-ventilated and sanitary condition, and to keep all of the water, plumbing, electrical wires, fixtures and equipment in the demised premises in good order, except that the Landlord shall be liable for all repairs thereof which may become necessary because of faulty construction or the negligence of any agent, servant, employee or contractor of the Landlord. In the event that the Tenant shall fail to make the repairs or to conduct the maintenance required of the Tenant hereunder, then the Landlord may, but shall not be obliged to, make such repairs and the Tenant shall pay to the Landlord, forthwith upon demand, the cost to the Landlord of such repairs or maintenance made or conducted by it. The Tenant further covenants and agrees to pay all charges for electricity, telephone, sewer use charges and water rates and other services not specifically made the obligation of the Landlord hereunder. The Tenant, at its expense, shall furnish heat for the demised premises and keep all heating equipment in good repair. ~~The Tenant, at the sole cost and expense of the Tenant, shall provide and keep on deposit with the Landlord a policy or policies of plate glass insurance, or complete copies thereof, each in such form and amount as the Landlord may require,~~

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13. Rules and Regulations. The Tenant expressly covenants and agrees to observe and abide by all such reasonable rules and regulations that may be made by the Landlord from time to time as, in the Landlord's judgment, may be necessary or advisable for the safety, care and cleanliness of the demised premises, for the orderly and efficient operation and maintenance thereof, and for the best interests of the users of the same, which rules and regulations, when so made and notice thereof given to the Tenant in writing, shall have the same force and effect as if originally made a part of this lease. Such rules and regulations shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises. Initial rules and regulations, to be added to and amended from time to time as aforesaid, are as follows:

(a) The Tenant shall regularly and promptly remove all debris, boxes, barrels, trash, garbage, refuse and similar matter from the demised premises, and no accumulation thereof shall be permitted.

(b) The toilet rooms, water-closets, urinals and other water apparatus shall not be used for any purposes other than those for which they were constructed, and no improper substance or article shall be thrown therein.

(c) If the Tenant desires electric, telegraphic or telephone connections, the Landlord will provide directions as to where and how the wires are to be introduced, and without such directions no boring or cutting for wires will be permitted.

(d) The Landlord shall provide two keys to the demised premises, which the Tenant shall return upon the termination of the lease.

(e) Any sign, advertisement, notice or device which is to be inscribed, painted, or displayed, either on the exterior of the demised premises or in the demised premises and visible from the street in front of the same, shall not be inscribed, painted or displayed without the prior written permission and approval of the Landlord, which approval shall not be unreasonably withheld, and any such sign, advertisement, notice or device to be located on the exterior of the demised premises shall be of such color, size and style as shall be designated by the Landlord.

(f) All lettering on doors or windows shall first be approved by the Landlord and shall be done only by workmen or artisans designated by the Landlord.

(g) The Tenant shall not do or permit anything to be done in said premises, or bring or keep anything therein or permit anything to be brought or kept therein, or use the demised premises, or any part thereof, or suffer or permit their use, which would cause an increase in the rate for fire insurance on the demised premises or on the property kept therein.

(h) The Tenant shall not permit any objectionable odor to escape or be emitted from said premises, or do anything or permit anything to be done upon said premises in any way tending to create a nuisance, or tending to disturb other tenants of the building in which the demised premises are located or the occupants of neighboring property.

(i) The Tenant shall at all times abide by the Landlord's written schedules and instructions with respect to the placement and storage of heavy equipment and inventory in order that the loading per square foot in the demised premises shall conform to the Landlord's requirements to prevent settling or sagging of the demised premises.

(j) No awnings are to be installed by the Tenant either inside or outside of the windows without the Landlord's written consent, nor shall any article be placed or kept by the Tenant on the ledge outside of any window.

(k) Nothing shall be thrown out of the windows or doors of the demised premises.

(l) The Tenant shall at all times keep the exterior windows of said premises in a neat and clean condition.

(m) Deliveries of merchandise to and from the demised premises shall be made in such manner as the Landlord may reasonably direct from time to time.

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All such rules and regulations hereinabove set forth and hereinafter made by the Landlord shall govern the Tenant and the Tenant's agents, employees, business guests and invitees, and the Tenant shall be responsible for their observance thereof.

14. Fire or Other Damage - Interruption of Use. It is understood and agreed that if the demised premises shall be damaged by fire, the elements or other casualty so as to render the demised premises partly or wholly untenantable, the rent will be reduced proportionately so as to cover only that portion of the demised premises not so damaged or destroyed, except that if the demised premises have been rendered wholly untenantable, no rent shall accrue while said demised premises remain untenantable. The Landlord agrees to repair the demised premises as promptly as may be possible after receiving notice of such damage; provided, however, that if within a reasonable time following any such damage which may be of a substantial nature the Landlord in its sole discretion shall decide to demolish the remainder of the demised premises or to replace the same with a new building, then the Landlord shall not have any duty as aforesaid to repair the demised premises or portion thereof, and this lease shall thereupon terminate and the rentals herein provided for shall be apportioned and paid by the Tenant up to the date when the Tenant may last have occupied the demised premises.

15. Access to Premises. It is understood and agreed that the Landlord shall have access to the demised premises at all reasonable times for the purpose of inspecting, maintaining or repairing the same.

16. Subordination to Mortgages; Assignment of Lease. The Tenant expressly covenants and agrees that this lease and all rights of the Tenant hereunder shall be subject and subordinate in all respects to any present or future mortgage of the demised premises and the Tenant further covenants and agrees that upon request of the Landlord the Tenant will execute and deliver to the Landlord a suitable form of written instrument to evidence such subjection and subordination; and it is expressly understood and agreed that the Landlord shall have the right at any time and from time to time to pledge, mortgage or otherwise encumber its rights under this lease.

17. Violation of Covenants, Re-entry. It is mutually agreed that if any installment of the rentals or other payments herein agreed to be paid by the Tenant shall remain or be unpaid fifteen (15) days after the same shall become payable as aforesaid; or if the Tenant shall breach or fail to perform any of the covenants or agreements herein contained on the part of the Tenant to be performed, and such breach or nonperformance shall continue for fifteen (15) days after notice thereof to the Tenant; or if the Tenant shall become insolvent or shall admit in writing the inability of the Tenant to pay the Tenant's debts generally as they become due, or shall file a petition in bankruptcy or make an assignment for the benefit of the creditors of the Tenant, or shall consent to the appointment of a receiver of all or any part of the Tenant's property or business, or on a petition in bankruptcy filed against the Tenant shall be adjudicated a bankrupt; or if the Tenant shall become a debtor in any proceeding under any law for the relief or aid of debtors, or if an order, judgment or decree shall be

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entered by any court of competent jurisdiction appointing without the consent of the Tenant a receiver of all or any part of the property or business of the Tenant; or if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody, control or supervision of all or any part of the property or business of the Tenant and such order, judgment or decree, or such custody, control or supervision, as the case may be, shall not be vacated or set aside or otherwise terminated or permanently stayed within sixty (60) days after the date of the entry or beginning thereof; or if any action shall be taken on the part of the Tenant for, or to facilitate or assist in, the accomplishment of any one or more of said events above specified, then, and in any of said events, the Landlord may at any time thereafter, in its sole discretion, terminate this lease, and in the event of such termination, may at any time thereafter re-enter said demised premises and the same have and possess as of its former estate, and, without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood and agreed that no demand for the rent and no re-entry for condition broken, as at common law, shall be necessary to enable the Landlord to recover such possession pursuant to the statute relating to summary process; but that all right to any such demand or any such re-entry is expressly waived by the Tenant; and it is further agreed between the parties hereto that whenever this lease shall terminate, either by lapse of time or by virtue of any of the express provisions herein, or otherwise, the Landlord shall not be liable to the Tenant for any part of the rentals to be paid by the Tenant under the terms of this

lease; and it is hereby further agreed between the parties hereto that whenever this lease shall terminate, either by lapse of time or by virtue of any of the express provisions herein, or otherwise, the Tenant hereby waives all rights to any notice to quit possession as prescribed by the statute relating to summary process.

18. Reletting - Damages - Remedies. In the event that the Landlord shall terminate this lease upon the Tenant's default and/or shall obtain possession by re-entry, dispossession, summary process or otherwise, then at any time thereafter the Landlord shall have the right to relet the demised premises or any part thereof for such period (including periods running beyond the last day of the term or any extended term hereof), for such rentals and upon such terms and conditions as the Landlord may deem advisable and the Tenant shall pay to the Landlord the expenses incurred by the Landlord in obtaining possession of the demised premises, including attorneys' fees, and shall pay such expenses as the Landlord may incur in putting the demised premises in good order and condition, and all commissions and fees which shall be incurred by the Landlord in connection with the reletting of the premises, and the Tenant further agrees to pay to the Landlord each month during the balance of the term or any extended term of this lease and at the time fixed in this lease for payment of monthly installments of rentals, a sum equal to the monthly rentals herein reserved, plus all other payments provided for herein to be paid by the Tenant which are then due and payable, less any net proceeds which may be received for such month from the reletting of the demised premises. The Landlord shall be entitled to apply the net proceeds of reletting

first to the payment of the Landlord's costs and expenses above mentioned. The Landlord may sue for and enforce the collection of such amount which may be due at the expiration of each month or from time to time as the deficiencies between the sums due as aforesaid and the net proceeds from reletting are determined by the Landlord, and the Tenant expressly agrees that any such action or proceeding shall not be a bar or prejudice in any way to the rights of the Landlord to enforce the collection of the amount due at the end of any future month or period by a like or similar action or proceeding.

19. Tangible Personal Property. The Tenant agrees that if at the time of the termination of this lease, whether by lapse of time or by virtue of any of the express provisions herein or otherwise, or if at the time that the Landlord may obtain possession of the demised premises as set forth in Paragraph 17 hereof, there shall then be any tangible personal property then in or on the demised premises, the Landlord may sell or otherwise dispose of the same in such manner and upon such terms and conditions as the Landlord, in its sole discretion, may deem advisable and apply the proceeds, if any, of any such sale or other disposition first to the costs and expenses of such sale or disposition and then to the payment of any indebtedness then owing by the Tenant to the Landlord, returning to the Tenant such balance, if any, as may then remain.

20. Notices. Any notice which may be required to be given under this lease to the Landlord may be given by mailing the same in a registered letter, postage prepaid, addressed to the Landlord at the address to which the last

payment of rent by the Tenant may have been sent or delivered, or at such other place as the Landlord may from time to time designate in writing. Any notice which may be required to be given under this lease to the Tenant may be given by mailing the same in a registered letter, postage prepaid, addressed to the Tenant at the address set forth on the first page of this lease or at such other place as the Tenant may from time to time designate in writing.

21. Non-Waiver of Breach. No delay or omission by either party hereto to exercise any right or power accruing upon any non-compliance or default by the other party with respect to any of the terms hereof shall impair any such right or power or be construed to be a waiver thereof, and every such right and power may be exercised at any time during the continuance of such non-compliance or default. It is further agreed that a waiver by either party hereto of any of the covenants or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

22. Holding-Over. It is further mutually agreed that no holding over by the Tenant shall operate to renew this lease without the written consent of the Landlord but that if the Tenant shall hold over said demised premises beyond the period above specified as the termination of this lease, the Tenant shall hold the same as tenant from month to month but in all other respects upon the same terms and pursuant to the same stipulations, covenants and agreements herein contained.

23. Security Deposit. Upon the signing hereof the Tenant shall deposit with the Landlord the sum of $275.00 as

security for the faithful performance and observance by the Tenant of the terms, covenants and conditions of this lease. In the event the Tenant shall default in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent hereunder, the Landlord may use, apply or retain the whole or any part of such security to the extent necessary to cure or correct any such default on the part of the Tenant. If the Tenant shall fully and faithfully comply with all of the terms, covenants and conditions of this lease, the security shall be returned to the Tenant, without interest, after the date fixed as the end of the term of this lease and after delivery of entire possession of the demised premises to the Landlord. Landlord shall have the right to transfer the security to any vendee or lessee of the Landlord and the Landlord shall thereupon be released by the Tenant from all liability for the return of such security and the Tenant agrees to look to such vendee or lessee solely for the return of the security. Landlord shall have the unrestricted right to the use of such security during the term of this lease and may commingle the same with its other funds.

24. Eminent Domain. If any part of the building of which the demised premises are a part shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

25. Lease Provisions Not Exclusive. The foregoing rights and remedies of the Landlord are not intended to be exclusive but are in addition to all rights and remedies the Landlord or the Tenant would otherwise have by law.

26. Term "Tenant". The term "Tenant" as used herein shall mean any individual, partnership, firm or corporation or group of individuals each of whom shall be fully bound and responsible hereunder, jointly and severally.

27. Captions. Captions are inserted only for convenience and reference and in no way define, limit or otherwise have any legal effect whatsoever on any provision of this lease.

38. Variations and Additions. No variation of any of the foregoing provisions of this lease or any amendment hereto shall be valid or in any way binding upon either the Landlord or the Tenant unless the same shall be made in writing and signed by the Landlord and the Tenant.

29. Lease Binding. This lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto and to a duplicate of the same tenor and date set their respective hands and seals, as of the day and year first above written.

Signed, sealed and delivered
in the Presence of:

Dorothy M Harris

Eleanor E. Norback

Francis A. R. McLaughlin

Nita Bracken

YALE UNIVERSITY
(Landlord)

By: [signature]
Its Vice President for Finance and Administration

By: [signature]
STEPHEN A. WARECK
(Tenant)

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STATE OF CONNECTICUT)
) ss. New Haven, February 23, 1982
COUNTY OF NEW HAVEN)

Personally appeared Jerald L Stevens, Vice President Finance & Administration of Yale University, signer and sealer of the foregoing instrument, and acknowledged the same to be the free act and deed of said Yale University and his free act and deed as such Vice President, before me.

Dorothy M. Harris
Notary Public
My Commission Expires March 31, 1983

STATE OF CONNECTICUT)
) ss. New Haven, February 22, 1982
COUNTY OF NEW HAVEN)

Personally appeared STEPHEN A WARREN, signer and sealer of the foregoing instrument, and acknowledged the same to be ~~the~~ his free act and deed ~~of~~ ~~said~~, before me.

Nancy Cantwell
Notary Public

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Occ# 8369
Callahan

Yale University

New Haven, Connecticut 06520

OFFICE OF THE GENERAL COUNSEL
AND DIRECTOR OF FEDERAL RELATIONS
1302A Yale Station
(203) 436-0590, 436-0625

2 AUG 31 P4:35

August 30, 1982

Office of the General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Attention: Suzanne Callahan, Esq.

Re: MUR 1457

Gentlemen:

Yale University submits the enclosed affidavit by Marcia R. DeGraff, Director of Real Estate Management, in response to the complaint received in the above-numbered matter. The affidavit demonstrates that there is no merit to the claim that the rental by Yale of an office to the Steve Wareck for Congress Committee constituted an illegal contribution to that Committee. The rental was arms-length and the rent charged was fair and gave no special benefit to the tenant, in view of the short term of the lease and the poor condition of the building. There was thus no "contribution" by Yale to the Committee. Accordingly, no action of any kind should be taken against Yale in this matter.

Very truly yours,

William D. Stempel

William D. Stempel
Assistant General Counsel

WDS/rd

Enclosure

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AFFIDAVIT OF MARCIA R. DEGRAFF

MARCIA R. DEGRAFF, being duly sworn, deposes and says:

1. I am the Director of Real Estate Management of Yale University. I make this affidavit in response to an inquiry by the Federal Elections Commission relating to the rental of a Yale-owned building located at 304 Elm Street in New Haven, Connecticut. I am fully familiar with the matters discussed herein.

2. I have worked in the real estate and investment management field for eight years, first at Connecticut General Insurance Corporation and more recently at Yale. During that time, I have had extensive experience with the leasing of real property in New Haven, elsewhere in Connecticut, and throughout the country.

4. The building at 304 Elm Street had been leased by Yale for many years to The Knights of St. Patrick. They vacated the premises on December 31, 1980. Beginning in December, 1980, Yale had informal discussions with several individuals about renting the building. In January, 1981, the Yale Real Estate Office sent a notice of the availability of the premises to various potential tenants. The notice set the proposed rent at $6.00 per square foot for 3,740 rentable

square feet. This is equivalent to $22,440 per year or $1,870 per month. The building was later listed with local brokers at that rent.

5. Yale received one formal offer to rent the building in late February 1981. The offer was for a 20-year lease at the asking rate of $6.00 per square foot. By that time, however, Yale had decided to proceed with a design and overall plan for the commercial development of the entire block on which the building is located, from 272 to 318 Elm Street. Accordingly, Yale decided not to accept any long-term leases of 304 Elm, and rejected the offer it had received.

6. In April 1981, we were told by several brokers that the building would probably not be rentable on a short-term basis because of the high costs to either owner or tenant necessary to renovate it to bring it up to a usable condition. Yale was not willing to pay those costs, at least as long as its development plans were uncertain, and it would not be worthwhile for a short-term tenant (with only short-term income from the premises from which to recover the costs) to pay them. We also realized that few tenants would be willing to lease the building for a term of less than a year, and that a longer term might interfere with our development plans. 304 Elm was therefore taken off the rental market until such time as an overall development plan could be made.

7. In April 1981, Yale began negotiations with a developer for developing the block into a one-design, multipurpose-use property. The concept would include the demolition of 304 Elm.

8. In the fall of 1981, all of the building systems were shut off, including electricity, plumbing and heating. Yale continued to pay the building's property manager $75.00 per month to keep up the exterior appearance and for security purposes. The building remained vacant until March, 1982.

9. Early in 1982, the Steve Wareck for Congress Committee approached Yale seeking to lease 304 Elm Street for a very short term, from March 1, 1982 to October 31, 1982. This term would not interfere with the proposed development. Yale agreed to rent the building on condition that the space be taken "as-is". Accepting the premises "as-is" meant the tenant had to reconnect electricity, plumbing and heating systems, repair a leaking roof, a broken skylight, sagging ceiling tiles, a broken water tank and wiring and numerous other items. The monthly rental was negotiated at $275.00. This amount was sufficient to cover Yale's out-of-pocket costs attributable to property tax payments. Yale also saved the $75 per month it had been paying to its manager for security purposes.

10. The rental terms were intended to be, and I consider that they were, favorable to Yale, in that Yale's costs were covered and the burden of security and maintenance of a building awaiting demolition and unfit for commercial use was passed on to the tenant. The negotiations with the tenant were "arms-length," and, based on my experience, they did not confer any special benefit upon the tenant.

Marcia R. DeGraff

MARCIA R. DEGRAFF

Subscribed and sworn to
before me this 30th day
of August, 1982.

Dorothy M. Harris

Notary Public

My Commission Expires March 31, 1985

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Terrence Jones, Esquire
Wiggin and Dana
195 Church Street
P.O. Box 1832
New Haven, Connecticut 06508

RE: MUR 1457

Dear Mr. Jones:

On August 2, 1982, the Commission notified you of a complaint alleging that your client had violated certain sections of the Federal Election Campaign Act of 1971, as amended.

The Commission, on , 1982, determined that on the basis of the information in the complaint and information provided by you, there is no reason to believe that a violation of any statute within its jurisdiction has been committed. Accordingly, the Commission closed its file in this matter. This matter will become a part of the public record within 30 days.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

William D. Stempel, Esquire
Assistant General Counsel
Office of the General Counsel
Yale University
1302 A Yale Station
New Haven, Connecticut 06520

MUR 1457

Dear Mr. Stempel:

On August 2, 1982, the Commission notified you of a complaint alleging that your client had violated certain sections of the Federal Election Campaign Act of 1971, as amended.

The Commission, on , 1982, determined that on the basis of the information in the complaint and information provided by you, there is no reason to believe that a violation of any statute within its jurisdiction has been committed. Accordingly, the Commission closed its file in this matter. This matter will become a part of the public record within 30 days.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Roy L. Behr
201 Edwards Street
New Haven, Connecticut 06511

MUR 1457

Dear Mr. Behr:

The Federal Election Commission has reviewed the allegations of your complaint dated July 23, 1982, and determined that on the basis of the information provided in your complaint and information provided by the Respondents, there is no reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended ("the Act") has been committed.

Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Should additional information come to your attention which you believe establishes a violation of the Act, you may file a complaint pursuant to the requirements set forth in 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.4.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

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Doc# 8369

Yale University New Haven, Connecticut 06520

OFFICE OF THE GENERAL COUNSEL
AND DIRECTOR OF FEDERAL RELATIONS
1302A Yale Station
(203) 436-0590, 436-0625

AUG 31 P4:35

August 30, 1982

Office of the General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Attention: Suzanne Callahan, Esq.

Re: MUR 1457

Gentlemen:

Yale University submits the enclosed affidavit by Marcia R. DeGraff, Director of Real Estate Management, in response to the complaint received in the above-numbered matter. The affidavit demonstrates that there is no merit to the claim that the rental by Yale of an office to the Steve Wareck for Congress Committee constituted an illegal contribution to that Committee. The rental was arms-length and the rent charged was fair and gave no special benefit to the tenant, in view of the short term of the lease and the poor condition of the building. There was thus no "contribution" by Yale to the Committee. Accordingly, no action of any kind should be taken against Yale in this matter.

Very truly yours,

William D. Stempel

William D. Stempel
Assistant General Counsel

WDS/rd

Enclosure

AFFIDAVIT OF MARCIA R. DEGRAFF

MARCIA R. DEGRAFF, being duly sworn, deposes and says:

1. I am the Director of Real Estate Management of Yale University. I make this affidavit in response to an inquiry by the Federal Elections Commission relating to the rental of a Yale-owned building located at 304 Elm Street in New Haven, Connecticut. I am fully familiar with the matters discussed herein.

2. I have worked in the real estate and investment management field for eight years, first at Connecticut General Insurance Corporation and more recently at Yale. During that time, I have had extensive experience with the leasing of real property in New Haven, elsewhere in Connecticut, and throughout the country.

4. The building at 304 Elm Street had been leased by Yale for many years to The Knights of St. Patrick. They vacated the premises on December 31, 1980. Beginning in December, 1980, Yale had informal discussions with several individuals about renting the building. In January, 1981, the Yale Real Estate Office sent a notice of the availability of the premises to various potential tenants. The notice set the proposed rent at $6.00 per square foot for 3,740 rentable

square feet. This is equivalent to $22,440 per year or $1,870 per month. The building was later listed with local brokers at that rent.

5. Yale received one formal offer to rent the building in late February 1981. The offer was for a 20-year lease at the asking rate of $6.00 per square foot. By that time, however, Yale had decided to proceed with a design and overall plan for the commercial development of the entire block on which the building is located, from 272 to 318 Elm Street. Accordingly, Yale decided not to accept any long-term leases of 304 Elm, and rejected the offer it had received.

6. In April 1981, we were told by several brokers that the building would probably not be rentable on a short-term basis because of the high costs to either owner or tenant necessary to renovate it to bring it up to a usable condition. Yale was not willing to pay those costs, at least as long as its development plans were uncertain, and it would not be worthwhile for a short-term tenant (with only short-term income from the premises from which to recover the costs) to pay them. We also realized that few tenants would be willing to lease the building for a term of less than a year, and that a longer term might interfere with our development plans. 304 Elm was therefore taken off the rental market until such time as an overall development plan could be made.

7. In April 1981, Yale began negotiations with a developer for developing the block into a one-design, multipurpose-use property. The concept would include the demolition of 304 Elm.

8. In the fall of 1981, all of the building systems were shut off, including electricity, plumbing and heating. Yale continued to pay the building's property manager $75.00 per month to keep up the exterior appearance and for security purposes. The building remained vacant until March, 1982.

9. Early in 1982, the Steve Wareck for Congress Committee approached Yale seeking to lease 304 Elm Street for a very short term, from March 1, 1982 to October 31, 1982. This term would not interfere with the proposed development. Yale agreed to rent the building on condition that the space be taken "as-is". Accepting the premises "as-is" meant the tenant had to reconnect electricity, plumbing and heating systems, repair a leaking roof, a broken skylight, sagging ceiling tiles, a broken water tank and wiring and numerous other items. The monthly rental was negotiated at $275.00. This amount was sufficient to cover Yale's out-of-pocket costs attributable to property tax payments. Yale also saved the $75 per month it had been paying to its manager for security purposes.

10. The rental terms were intended to be, and I consider that they were, favorable to Yale, in that Yale's costs were covered and the burden of security and maintenance of a building awaiting demolition and unfit for commercial use was passed on to the tenant. The negotiations with the tenant were "arms-length," and, based on my experience, they did not confer any special benefit upon the tenant.

Marcia R. DeGraff

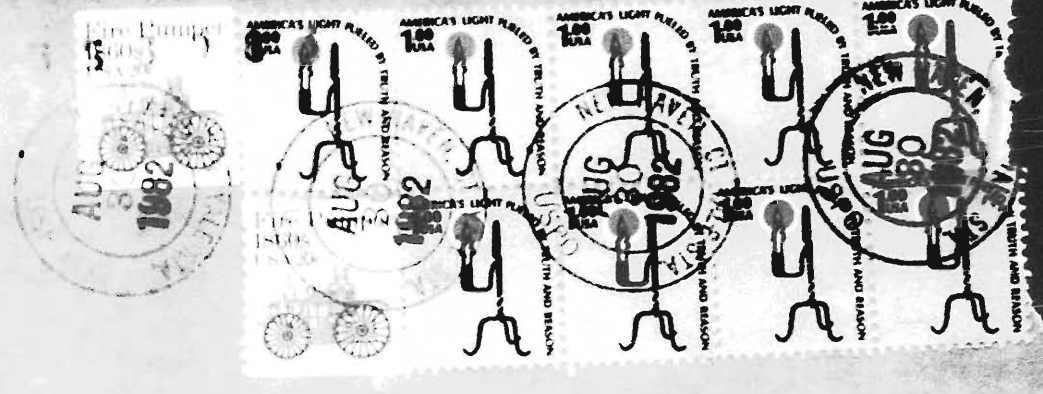
MARCIA R. DEGRAFF

Subscribed and sworn to
before me this 30th day
of August, 1982.

Dorothy M. Lewis

Notary Public

My Commission Expires March [illegible]



EXPRESS MAIL NEXT DAY SERVICE

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FROM:
William D. Stempel
Assistant General Counsel
Yale University
1302A Yale Station
New Haven, CT 06520

Customer Number, if any:

TO:
Office of the General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

ORIGIN:
Initials of Receiving Clerk: EMO.
P.O. ZIP Code: 06520
Date in: 1-30-82 Time in: 3:24 PM
Return Receipt Service
☐ To Whom & Date Del.
☐ To Whom, Date & Address of Del.
Weight: 1 Lbs. Postage & Fees: $ 9.35

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DESTINATION:
Date of Delivery: 8/3
Time of Delivery: 14:19
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82 AUG 27 P1:14

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82 AUG 27 P2:10

August 26, 1982

Ms. Suzanne Callahan
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 1457

Dear Ms. Callahan:

I am writing in response to the Commission's letter of August 2, 1982, to Mr. Stephen Wareck, candidate for Congress from Connecticut's Third Congressional District. In that letter, Mr. Kenneth A. Gross of your office requested information relevant to the Commission's analysis of a complaint sent to the Commission by Mr. Roy L. Behr of New Haven regarding the monthly rental amount paid to Yale University by the Stephen Wareck for Congress Committee for space leased by the Committee from Yale.

On behalf of the Committee, I enclose (a) an affidavit of Mr. Manuel Machado who, on behalf of the Committee, negotiated the terms of the lease between Yale and the Committee, and (b) a photocopy of the executed lease. I believe these documents will be useful and relevant to the Commission's analysis.

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Mr. Machado's affidavit sets forth the relevant facts: The Stephen Wareck for Congress Committee needed space for its campaign. Yale had available, vacant space that it was willing to lease on a short-term basis. In view of the condition of the space, the "net-net" provisions of the lease, the repairs and risk of repairs undertaken by the occupant, the unavailability of parking, and the fact that the Committee was ready to occupy the space almost immediately, Mr. Machado believes that the monthly rental of $275 was and is a fair negotiated rental price.

We trust that the Committee's submission will establish to your satisfaction and that of the Commission that there is "no reason to believe" that a violation of the Federal Election Campaign Act has occurred, and accordingly that the Commission will close the file on this matter.

If you have any further questions, or if we can provide any additional information to you, please call me.

Sincerely,

Terence Jones

DTJ:kr
Enclosure

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AFFIDAVIT OF MANUEL MACHADO

STATE OF CONNECTICUT)
: ss: New Haven, August 25, 1982
COUNTY OF NEW HAVEN)

MANUEL MACHADO, being duly sworn, states:

1. I am over eighteen years of age and recognize the obligation of an oath.

2. I am a volunteer in the campaign of Mr. Stephen Wareck, candidate for Congress in the Third Congressional District in Connecticut.

3. In the winter of 1982 I began looking for rental space for the Stephen Wareck for Congress Committee ("the Committee").

4. I learned from the director of the New Haven Redevelopment Agency that Yale University ("Yale") might have space available for a short-term lease.

5. Early in February, 1982, I approached Yale about leasing space to the Committee. I spoke to a Ms. Marcia DeGraff in Yale's real estate department. I had not previously met or spoken to Ms. DeGraff.

6. Ms. DeGraff told me that a building owned by Yale and located at 304-306 Elm Street in New Haven, Connecticut was vacant at the time.

7. Ms. DeGraff offered to rent the space for use by the Committee on a short-term basis. To the best of my recollection, her original offer was a rental of $325 a month. I told her I thought that this price was too high.

8. During a period of a week to ten days, I had several telephone conversations with Ms. DeGraff concerning the terms of the lease and in particular the monthly rental price.

9. As a result of our negotiations, Ms. DeGraff agreed on behalf of Yale to rent the property for use by the Committee for a period of eight months at a rental of $275 a month.

10. The Lease was negotiated in every respect in an arms-length fashion.

11. While Yale drafted the lease for signature by Stephen A. Wareck, it was understood and agreed upon that the space would be occupied by the Committee and further that the Committee would make all rental payments and pay all expenses relating to the property. A copy of the executed lease (the "Lease"), dated February 22, 1982, is attached hereto as Exhibit A.

12. The term of the Lease is for eight months, from March 1, 1982 through October 31, 1982. The Lease is on a "net-net" basis, in other words a lease in which the Tenant is obligated to pay for all maintenance, utilities and insurance. Further, Yale leased the space in "as is" condition. The Lease does not include parking facilities, for which the Committee pays a monthly rental to a landlord other than Yale.

13. The Committee has made all monthly rental payments to Yale, has provided Yale with a security deposit equal to one month's rent, and has been responsible for all expenses (other than taxes) with respect to the property, including maintenance, utilities and insurance.

14. In order to make the space habitable, it was necessary that the Committee spend sums to reconnect the heating system, make repairs to the electrical system and certain plumbing fixtures and to do repairs to the roof. The Committee paid $718 to outside contractors for work performed on the property, and these amounts have been reported by the Committee as expenditures on Form FEC3. Additional work on the heating and plumbing systems and on the roof was performed by volunteers for the Committee whose time was given free of charge.

15. In renting the space, Ms. DeGraff stated that she did not know the condition of the heating system because it was disconnected. She indicated that there would be no rent adjustment if the system did not function and that the Committee was at risk for any necessary repairs.

16. The space leased pursuant to the Lease is almost windowless, comprising an open space not divided into offices. To the best of my knowledge, Yale did nothing to prepare the space for occupancy. Campaign volunteers have spent a considerable amount of time, and the Committee has spent approximately $265 worth of materials, in putting up temporary partitions so that staff members can work in that space. The paint was peeling, and still is, from the walls and ceilings.

17. I have had over twenty years' experience leasing commercial properties in the New Haven area. Based upon (a) the short-term character of the Lease, (b) the "as is" condition of the building, (c) the net-net character of the Lease, (d) the extent of the repairs that had to be made to the property, and (e) the lack of available on-street parking, I believe the monthly rental of $275 is a fair rental for the property.

Manuel Machado

STATE OF CONNECTICUT)
: ss: New Haven August 25, 1982
COUNTY OF NEW HAVEN)

Personally appeared Manuel Machado signer of the foregoing affidavit and acknowledged the same to be his free act and deed before me.

Ethel L. Bugden
Notary Public

My Commission Expires March 31, 1986

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EXHIBIT A

RECEIVED
82 AUG 27 P 1: 14

YALE UNIVERSITY

L E A S E

This Indenture, made and entered into this 22 day of February, 1982, by and between YALE UNIVERSITY, a corporation organized and existing under and by virtue of a charter granted by the General Assembly of the Colony and State of Connecticut and located in New Haven, Connecticut (hereinafter called the "Landlord"), and STEPHEN A. WARECK of 135 Cliff Street, New Haven, Connecticut, 06508 (hereinafter called the "Tenant").

W I T N E S S E T H T H A T :

In consideration of the respective provisions and agreements hereinafter contained, the Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord the building located at 304-306 Elm Street in New Haven, Connecticut, (but not including the parking lot adjacent thereto), the foregoing premises being hereinafter referred to as the "demised premises" or the "premises".

TO HAVE AND TO HOLD the demised premises, with the rights, privileges, easements and appurtenances thereunto belonging or appertaining, unto the Tenant for and during a term beginning on March 1, 1982 and ending on October 31, 1982.

THE ABOVE LETTING IS UPON THE FOLLOWING TERMS AND CONDITIONS:

1. Rent. The Tenant covenants and agrees to pay to the Landlord as rent for the demised premises the sum of Two Hundred Seventy-Five Dollars ($275.00) per month, payable with respect to each month during the term of this lease in advance on or before the first day of such month.

2. Peaceful Possession. The Landlord covenants with the Tenant that it has good right to lease the demised premises in the manner aforesaid and that it will suffer and permit the Tenant (the Tenant keeping all the covenants and agreements on the Tenant's part as herein contained) to occupy, possess and enjoy said premises during the term hereof, without hindrance or molestation from the Landlord, or by any person claiming by, from or under the Landlord.

3. Tenant Not to Make Alterations, etc. The Tenant shall make no alterations, additions, installations of equipment or fixtures, or improvements to, in or on the demised premises without the prior written consent of the Landlord. The Tenant shall have the right to remove, at or before the expiration or sooner termination of this lease, any and all tangible personal property which may have been installed by the Tenant in the demised premises, but the Tenant shall promptly repair, in a first-class workmanlike manner, any damage to the demised premises which may be due to such removal.

4. Purpose and Use. The Tenant covenants and agrees that the demised premises and all parts thereof shall be used only for the offices of the Steven Wareck for Congress Committee.

5. Indemnification. The Landlord shall not be liable in any event whatsoever for any nuisance or claimed nuisance arising out of or connected with the Tenant's occupancy of the demised premises, or for any damage to any property (including property of the Tenant) or for any injury, including death as the result thereof, to any person or persons arising out of or connected with the demised premises or the occupancy thereof by the Tenant or that may happen on or about the demised premises, or for any injury or damages to the demised premises or to any property of the Tenant or of any person or persons contained therein. The Tenant shall save and keep harmless and indemnify the Landlord, from and against any and all liability, loss, damage, suits, penalties, claims and demands of every kind or nature, including reasonable attorneys' fees, arising out of or connected with any such nuisance or claimed nuisance, accident, injury, damage or death which shall or may arise out of or in connection with the demised premises or the occupancy of the demised premises by the Tenant, or shall or may happen in, upon or about the demised premises or appurtenances, or for any matter, cause or thing growing out of the condition, occupation, maintenance, repair, alteration, use or operation of the demised premises.

6. Public Liability Insurance. The Tenant agrees during the term of this lease and at the Tenant's own expense to provide and keep in force a policy or policies of public liability insurance in a company or companies authorized to do business in the State of Connecticut, insuring the Landlord and the Tenant against claims for damages arising out of or connected with the demised premises or the use

thereof, such policy or policies to be in the amount of Five Hundred Thousand Dollars ($500,000) per occurrence and Five Hundred Thousand Dollars ($500,000) aggregate with respect to bodily injuries, and One Hundred Thousand Dollars ($100,000) with respect to property damage, and the Tenant agrees to deliver to and deposit with the Landlord a certificate of such insurance naming the Landlord as an additional insured.

7. Condition of Premises; Damages. The Tenant covenants and agrees that the Tenant has accepted or will accept possession of the demised premises in such condition as they were or may be in at the time thereof and that neither the Landlord, nor any employee or agent of the Landlord, has made any representation, statement or warranty, express or implied, in respect thereof, or in respect of their condition, or the use or occupancy that may be made thereof. The Tenant further covenants and agrees that the Landlord shall not be liable to the Tenant for any injury or damage to persons or property caused by the elements or by other tenants or persons in the Building and shall not be liable for any damage to any property in or on the demised premises caused by water (including water that may leak or flow from the automatic sprinkler system), steam, gas, electricity, snow, rain, sewerage or any substance which may leak into the demised premises or issue or flow from any other part of the building in which the demised premises are located, or from any other place or quarter, nor for any damage that may be suffered by the Tenant through the fault or negligence of any other tenant of the building in which

the demised premises are located, expressly excepting, however, any injury or damage that may be due to faulty construction or the negligence of a servant, agent, employee or contractor of the Landlord.

8. Hire and Return of Premises. The Tenant further covenants with Landlord to hire the demised premises and to pay the rentals provided for hereinbefore, to commmit no waste nor suffer the same to be committed thereon, nor to injure or misuse the same, but to deliver up the same at the expiration or sooner termination of the Tenant's tenancy in as good condition as the demised premises may be in at the time when the same are first occupied by the Tenant, ordinary wear, fire and other unavoidable casualties excepted, and to replace at the expense of the Tenant lost keys and lighting bulbs and tubes, which lighting bulbs and tubes are not to be supplied by the Landlord.

9. Observation of Laws, etc. The Tenant further covenants and agrees to comply and conform to all the laws of the State of Connecticut, the by-laws, rules and regulations of the City and Town of New Haven relating to health, nuisance and fire, the rules and regulations of the New England Board of Fire Underwriters and all the terms and provisions of any fire insurance policy effected or to be effected with respect to the demised premises, all insofar as the demised premises are or may be concerned, and to save the Landlord harmless from all fines, penalties and costs for violation of or non-compliance with the same.

10. Subletting and Assignment. The Tenant covenants with the Landlord that the Tenant will not sell, assign, transfer, mortgage, pledge or otherwise encumber this lease, or sublet all or any part of the demised premises.

11. Tenant's Responsibility - Sidewalk. The Tenant agrees at the sole cost and expense of the Tenant to keep the sidewalk adjoining said premises unobstructed and free and clear of all snow, ice, rubbish, trash or other litter.

12. Tenant's Responsibility - Repair, Maintenance and Utilities. The Tenant covenants and agrees to make all necessary repairs to the demised premises under the control of the Tenant, including doors, windows and window glass, and to maintain the demised premises at all times in a clean, orderly, well-ventilated and sanitary condition, and to keep all of the water, plumbing, electrical wires, fixtures and equipment in the demised premises in good order, except that the Landlord shall be liable for all repairs thereof which may become necessary because of faulty construction or the negligence of any agent, servant, employee or contractor of the Landlord. In the event that the Tenant shall fail to make the repairs or to conduct the maintenance required of the Tenant hereunder, then the Landlord may, but shall not be obliged to, make such repairs and the Tenant shall pay to the Landlord, forthwith upon demand, the cost to the Landlord of such repairs or maintenance made or conducted by it. The Tenant further covenants and agrees to pay all charges for electricity, telephone, sewer use charges and water rates and other services not specifically made the obligation of the Landlord hereunder. The Tenant, at its expense, shall furnish heat for the demised premises and keep all heating equipment in good repair. ~~The Tenant, at the sole cost and expense of the Tenant, shall provide and keep on deposit with the Landlord a policy or policies of plate glass insurance, or complete copies thereof, each in such form and amount as the Landlord may require.~~

13. Rules and Regulations. The Tenant expressly covenants and agrees to observe and abide by all such reasonable rules and regulations that may be made by the Landlord from time to time as, in the Landlord's judgment, may be necessary or advisable for the safety, care and cleanliness of the demised premises, for the orderly and efficient operation and maintenance thereof, and for the best interests of the users of the same, which rules and regulations, when so made and notice thereof given to the Tenant in writing, shall have the same force and effect as if originally made a part of this lease. Such rules and regulations shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises. Initial rules and regulations, to be added to and amended from time to time as aforesaid, are as follows:

(a) The Tenant shall regularly and promptly remove all debris, boxes, barrels, trash, garbage, refuse and similar matter from the demised premises, and no accumulation thereof shall be permitted.

(b) The toilet rooms, water-closets, urinals and other water apparatus shall not be used for any purposes other than those for which they were constructed, and no improper substance or article shall be thrown therein.

(c) If the Tenant desires electric, telegraphic or telephone connections, the Landlord will provide directions as to where and how the wires are to be introduced, and without such directions no boring or cutting for wires will be permitted.

(d) The Landlord shall provide two keys to the demised premises, which the Tenant shall return upon the termination of the lease.

(e) Any sign, advertisement, notice or device which is to be inscribed, painted, or displayed, either on the exterior of the demised premises or in the demised premises and visible from the street in front of the same, shall not be inscribed, painted or displayed without the prior written permission and approval of the Landlord, which approval shall not be unreasonably withheld, and any such sign, advertisement, notice or device to be located on the exterior of the demised premises shall be of such color, size and style as shall be designated by the Landlord.

(f) All lettering on doors or windows shall first be approved by the Landlord and shall be done only by workmen or artisans designated by the Landlord.

(g) The Tenant shall not do or permit anything to be done in said premises, or bring or keep anything therein or permit anything to be brought or kept therein, or use the demised premises, or any part thereof, or suffer or permit their use, which would cause an increase in the rate for fire insurance on the demised premises or on the property kept therein.

(h) The Tenant shall not permit any objectionable odor to escape or be emitted from said premises, or do anything or permit anything to be done upon said premises in any way tending to create a nuisance, or tending to disturb other tenants of the building in which the demised premises are located or the occupants of neighboring property.

(i) The Tenant shall at all times abide by the Landlord's written schedules and instructions with respect to the placement and storage of heavy equipment and inventory in order that the loading per square foot in the demised premises shall conform to the Landlord's requirements to prevent settling or sagging of the demised premises.

(j) No awnings are to be installed by the Tenant either inside or outside of the windows without the Landlord's written consent, nor shall any article be placed or kept by the Tenant on the ledge outside of any window.

(k) Nothing shall be thrown out of the windows or doors of the demised premises.

(l) The Tenant shall at all times keep the exterior windows of said premises in a neat and clean condition.

(m) Deliveries of merchandise to and from the demised premises shall be made in such manner as the Landlord may reasonably direct from time to time.

All such rules and regulations hereinabove set forth and hereinafter made by the Landlord shall govern the Tenant and the Tenant's agents, employees, business guests and invitees, and the Tenant shall be responsible for their observance thereof.

14. Fire or Other Damage - Interruption of Use. It is understood and agreed that if the demised premises shall be damaged by fire, the elements or other casualty so as to render the demised premises partly or wholly untenantable, the rent will be reduced proportionately so as to cover only that portion of the demised premises not so damaged or destroyed, except that if the demised premises have been rendered wholly untenantable, no rent shall accrue while said demised premises remain untenantable. The Landlord agrees to repair the demised premises as promptly as may be possible after receiving notice of such damage; provided, however, that if within a reasonable time following any such damage which may be of a substantial nature the Landlord in its sole discretion shall decide to demolish the remainder of the demised premises or to replace the same with a new building, then the Landlord shall not have any duty as aforesaid to repair the demised premises or portion thereof, and this lease shall thereupon terminate and the rentals herein provided for shall be apportioned and paid by the Tenant up to the date when the Tenant may last have occupied the demised premises.

15. Access to Premises. It is understood and agreed that the Landlord shall have access to the demised premises at all reasonable times for the purpose of inspecting, maintaining or repairing the same.

16. Subordination to Mortgages; Assignment of Lease. The Tenant expressly covenants and agrees that this lease and all rights of the Tenant hereunder shall be subject and subordinate in all respects to any present or future mortgage of the demised premises and the Tenant further covenants and agrees that upon request of the Landlord the Tenant will execute and deliver to the Landlord a suitable form of written instrument to evidence such subjection and subordination; and it is expressly understood and agreed that the Landlord shall have the right at any time and from time to time to pledge, mortgage or otherwise encumber its rights under this lease.

17. Violation of Covenants, Re-entry. It is mutually agreed that if any installment of the rentals or other payments herein agreed to be paid by the Tenant shall remain or be unpaid fifteen (15) days after the same shall become payable as aforesaid; or if the Tenant shall breach or fail to perform any of the covenants or agreements herein contained on the part of the Tenant to be performed, and such breach or nonperformance shall continue for fifteen (15) days after notice thereof to the Tenant; or if the Tenant shall become insolvent or shall admit in writing the inability of the Tenant to pay the Tenant's debts generally as they become due, or shall file a petition in bankruptcy or make an assignment for the benefit of the creditors of the Tenant, or shall consent to the appointment of a receiver of all or any part of the Tenant's property or business, or on a petition in bankruptcy filed against the Tenant shall be adjudicated a bankrupt; or if the Tenant shall become a debtor in any proceeding under any law for the relief or aid of debtors, or if an order, judgment or decree shall be

entered by any court of competent jurisdiction appointing without the consent of the Tenant a receiver of all or any part of the property or business of the Tenant; or if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody, control or supervision of all or any part of the property or business of the Tenant and such order, judgment or decree, or such custody, control or supervision, as the case may be, shall not be vacated or set aside or otherwise terminated or permanently stayed within sixty (60) days after the date of the entry or beginning thereof; or if any action shall be taken on the part of the Tenant for, or to facilitate or assist in, the accomplishment of any one or more of said events above specified, then, and in any of said events, the Landlord may at any time thereafter, in its sole discretion, terminate this lease, and in the event of such termination, may at any time thereafter re-enter said demised premises and the same have and possess as of its former estate, and, without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood and agreed that no demand for the rent and no re-entry for condition broken, as at common law, shall be necessary to enable the Landlord to recover such possession pursuant to the statute relating to summary process; but that all right to any such demand or any such re-entry is expressly waived by the Tenant; and it is further agreed between the parties hereto that whenever this lease shall terminate, either by lapse of time or by virtue of any of the express provisions herein, or otherwise, the Landlord shall not be liable to the Tenant for any part of the rentals to be paid by the Tenant under the terms of this

lease; and it is hereby further agreed between the parties hereto that whenever this lease shall terminate, either by lapse of time or by virtue of any of the express provisions herein, or otherwise, the Tenant hereby waives all rights to any notice to quit possession as prescribed by the statute relating to summary process.

18. Reletting - Damages - Remedies. In the event that the Landlord shall terminate this lease upon the Tenant's default and/or shall obtain possession by re-entry, dispossession, summary process or otherwise, then at any time thereafter the Landlord shall have the right to relet the demised premises or any part thereof for such period (including periods running beyond the last day of the term or any extended term hereof), for such rentals and upon such terms and conditions as the Landlord may deem advisable and the Tenant shall pay to the Landlord the expenses incurred by the Landlord in obtaining possession of the demised premises, including attorneys' fees, and shall pay such expenses as the Landlord may incur in putting the demised premises in good order and condition, and all commissions and fees which shall be incurred by the Landlord in connection with the reletting of the premises, and the Tenant further agrees to pay to the Landlord each month during the balance of the term or any extended term of this lease and at the time fixed in this lease for payment of monthly installments of rentals, a sum equal to the monthly rentals herein reserved, plus all other payments provided for herein to be paid by the Tenant which are then due and payable, less any net proceeds which may be received for such month from the reletting of the demised premises. The Landlord shall be entitled to apply the net proceeds of reletting

first to the payment of the Landlord's costs and expenses above mentioned. The Landlord may sue for and enforce the collection of such amount which may be due at the expiration of each month or from time to time as the deficiencies between the sums due as aforesaid and the net proceeds from reletting are determined by the Landlord, and the Tenant expressly agrees that any such action or proceeding shall not be a bar or prejudice in any way to the rights of the Landlord to enforce the collection of the amount due at the end of any future month or period by a like or similar action or proceeding.

19. Tangible Personal Property. The Tenant agrees that if at the time of the termination of this lease, whether by lapse of time or by virtue of any of the express provisions herein or otherwise, or if at the time that the Landlord may obtain possession of the demised premises as set forth in Paragraph 17 hereof, there shall then be any tangible personal property then in or on the demised premises, the Landlord may sell or otherwise dispose of the same in such manner and upon such terms and conditions as the Landlord, in its sole discretion, may deem advisable and apply the proceeds, if any, of any such sale or other disposition first to the costs and expenses of such sale or disposition and then to the payment of any indebtedness then owing by the Tenant to the Landlord, returning to the Tenant such balance, if any, as may then remain.

20. Notices. Any notice which may be required to be given under this lease to the Landlord may be given by mailing the same in a registered letter, postage prepaid, addressed to the Landlord at the address to which the last

payment of rent by the Tenant may have been sent or delivered, or at such other place as the Landlord may from time to time designate in writing. Any notice which may be required to be given under this lease to the Tenant may be given by mailing the same in a registered letter, postage prepaid, addressed to the Tenant at the address set forth on the first page of this lease or at such other place as the Tenant may from time to time designate in writing.

21. Non-Waiver of Breach. No delay or omission by either party hereto to exercise any right or power accruing upon any non-compliance or default by the other party with respect to any of the terms hereof shall impair any such right or power or be construed to be a waiver thereof, and every such right and power may be exercised at any time during the continuance of such non-compliance or default. It is further agreed that a waiver by either party hereto of any of the covenants or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

22. Holding-Over. It is further mutually agreed that no holding over by the Tenant shall operate to renew this lease without the written consent of the Landlord but that if the Tenant shall hold over said demised premises beyond the period above specified as the termination of this lease, the Tenant shall hold the same as tenant from month to month but in all other respects upon the same terms and pursuant to the same stipulations, covenants and agreements herein contained.

23. Security Deposit. Upon the signing hereof the Tenant shall deposit with the Landlord the sum of $275.00 as

security for the faithful performance and observance by the Tenant of the terms, covenants and conditions of this lease. In the event the Tenant shall default in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent hereunder, the Landlord may use, apply or retain the whole or any part of such security to the extent necessary to cure or correct any such default on the part of the Tenant. If the Tenant shall fully and faithfully comply with all of the terms, covenants and conditions of this lease, the security shall be returned to the Tenant, without interest, after the date fixed as the end of the term of this lease and after delivery of entire possession of the demised premises to the Landlord. Landlord shall have the right to transfer the security to any vendee or lessee of the Landlord and the Landlord shall thereupon be released by the Tenant from all liability for the return of such security and the Tenant agrees to look to such vendee or lessee solely for the return of the security. Landlord shall have the unrestricted right to the use of such security during the term of this lease and may commingle the same with its other funds.

24. Eminent Domain. If any part of the building of which the demised premises are a part shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

25. Lease Provisions Not Exclusive. The foregoing rights and remedies of the Landlord are not intended to be exclusive but are in addition to all rights and remedies the Landlord or the Tenant would otherwise have by law.

26. Term "Tenant". The term "Tenant" as used herein shall mean any individual, partnership, firm or corporation or group of individuals each of whom shall be fully bound and responsible hereunder, jointly and severally.

27. Captions. Captions are inserted only for convenience and reference and in no way define, limit or otherwise have any legal effect whatsoever on any provision of this lease.

38. Variations and Additions. No variation of any of the foregoing provisions of this lease or any amendment hereto shall be valid or in any way binding upon either the Landlord or the Tenant unless the same shall be made in writing and signed by the Landlord and the Tenant.

29. Lease Binding. This lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto and to a duplicate of the same tenor and date set their respective hands and seals, as of the day and year first above written.

Signed, sealed and delivered
in the Presence of:

Dorothy M Harris

Eleanor E. Norback

YALE UNIVERSITY
(Landlord)

By: [signature]
Its Vice President for Finance
and Administration

By: [signature]
STEPHEN A. WARECK
(Tenant)

STATE OF CONNECTICUT)
) ss. New Haven, February 23, 1982
COUNTY OF NEW HAVEN)

Personally appeared Jared L Stevens, VP for Finance & Administration of Yale University, signer and sealer of the foregoing instrument, and acknowledged the same to be the free act and deed of said Yale University and his free act and deed as such Vice President, before me.

Dorothy M. Harris
Notary Public
My Commission Expires March 31, 1984

STATE OF CONNECTICUT)
) ss. New Haven, February 22, 1982
COUNTY OF NEW HAVEN)

Personally appeared STEPHEN A. WARECK, signer and sealer of the foregoing instrument, and acknowledged the same to be ~~the~~ his free act and deed ~~of~~ ~~said~~, before me.

Notary Public

Ccc# 8324

Yale University New Haven, Connecticut 06520

OFFICE OF THE GENERAL COUNSEL
AND DIRECTOR OF FEDERAL RELATIONS
1302A Yale Station
(203) 436-0590, 436-0625

AUG 26 A10:37

August 23, 1982

Ms. Suzanne Callahan
Office of the General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 1457

Dear Ms. Callahan:

Yale University received on August 9, 1982 notice of a complaint against us under the Federal Election Campaign Act. I am writing to confirm the conversation between Lindsey Kiang, Yale's General Counsel, and Anne Weissendorn of your office, pursuant to which our time to respond to the notice is extended from August 24 to August 31, 1982. Thank you.

Very truly yours,

William D. Stempel

William D. Stempel
Assistant General Counsel

WDS/ymb

82040359470

YALE UNIVERSITY
GENERAL COUNSEL AND
DIRECTOR OF FEDERAL RELATIONS
WOODBRIDGE HALL
NEW HAVEN, CONNECTICUT 06520

NEW HAVEN, CT 065
PM
24 AUG
1982

Ms. Suzanne Callahan
Office of the General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

82 AUG 26 A9:51

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82 AUG 16 P2:14

WIGGIN & DANA
COUNSELLORS AT LAW
195 CHURCH STREET
POST OFFICE BOX 1832
NEW HAVEN, CONNECTICUT 06508
203-789-1511
TELEX 963517 WIGDAN

JOHN O. TILSON
JOHN I. ELY
CHARLES N. SCHENCK, III
JOHN W. BARNETT
ROBERT B. SNOW, JR
WILLIAM C. BASKIN, JR
JOHN PHELPS CLARK
ROBERT F. CAVANAGH
S. ROBERT JELLEY
CHARLES C. KINGSLEY
WILLIAM J. DOYLE
CHEEVER TYLER
WILLIAM J. EGAN
DAVID P. FAULKNER
DAVID P. HAMBLETON
WILLIAM E. CRAIG
NOEL E. HANF
SHAUN S. SULLIVAN
JEREMY G. ZIMMERMANN
FRANK L. McGUIRE
J. MICHAEL EISNER
NORMAN FINEBERG
MICHAEL K. BROWN
JAMES C. McGUIRE
WILLIAM H. PROUT, JR
J. DRAKE TURRENTINE
LINDA L. RANDELL
EDWIN A. JAMES
MARK R. KRAVITZ
MARSHALL B. BABSON
D. TERENCE JONES

MELINDA A. AGSTEN
JOYCE A. BENNETT
WILLIAM J. CHICKERING
PAUL A. DOMINIANNI
SHERRY L. DOMINICK
EDWARD W. DUNHAM
MARCELA GONZALES PHILLIPS
CLIFFORD J. GRANDJEAN
PETER J. LEFEBER
DEBORAH WHITLOCK MADDEN
JOAN GLAZER MARGOLIS
PATRICK M. NOONAN
STACEY JACKSON PERKINS
JUDY A. RASKIN
KENNETH ROSENTHAL
R. JEFFREY SANDS
ALAN G. SCHWARTZ
JOHN A. SIRICO
CAROL N. THEODORE

GRANT N. NICKERSON
COUNSEL

FREDERICK H. WIGGIN
(1934-1963)
J. DWIGHT DANA
(1934-1951)

60 WASHINGTON STREET
HARTFORD, CONNECTICUT 06106
203 727 9700

WIGGIN DANA & McGUIRE
69 FEDERAL STREET
NEW LONDON, CONNECTICUT 06320
203 443 4357

August 12, 1982

82 AUG 16 P4:21

Ms. Suzanne Callahan
Federal Elections Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 1457

Dear Ms. Callahan:

Enclosed please find an executed Statement of Designation of Counsel for Stephen A. Wareck, regarding the above-captioned matter.

Sincerely,

D. Terence Jones

DTJ:kr
Enclosure

RECEIVED

82 AUG 16 P2:14

STATEMENT OF DESIGNATION OF COUNSEL

NAME OF COUNSEL: D. Terence Jones

ADDRESS: Wiggin & Dana, 195 Church Street, New Haven, CT 06510

TELEPHONE: (203) 789-1511

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

August 11, 1982
Date

Stephen A. Wareck
Signature

NAME: Stephen A. Wareck

ADDRESS: 135 Cliff Street

HOME PHONE: (203) 562-3848

BUSINESS PHONE: (203) 624-1096

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WIGGIN & DANA
NEW HAVEN, CONNECTICUT 06508

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NEW HAVEN, CT 065
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1982

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CONN

Ms. Suzanne Callahan
Federal Elections Commission
1325 K Street, N.W.
Washington, D.C. 20463

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 2, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Roy L. Behr
201 Edwards Street
New Haven, CT 06511

Dear Mr. Behr:

This letter is to acknowledge receipt of your complaint of July 23, 1982, against Mr. Steve Wareck and Yale University which alleges violations of the Federal Election Campaign laws. A staff member has been assigned to analyze your allegations. The respondents will be notified of this complaint within five days.

You will be notified as soon as the Commission takes final action on your complaint. Should you have or receive any additional information in this matter, please forward it to this office. We suggest that this information be sworn to in the same manner as your original complaint. For your information, we have attached a brief description of the Commission's procedure for handling complaints. If you have any questions, please contact Steven Barndollar at (202)-523-4073.

Sincerely,

Kenneth A. Gross
Associate General Counsel

Enclosure

9 2 2 4 0 3 5 4 0 1 1

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 2, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Steven Wareck for Congress
P.O. Box 1868
New Haven, CT 06508-1868

Re: MUR 1457

Dear Sir or Madam:

This letter is to notify you that on July 29, 1982 the Federal Election Commission received a complaint which alleges that you may have violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act") or Chapters 95 and 96 of Title 26, U.S. Code. A copy of this complaint is enclosed. We have numbered this matter MUR 1457. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate, in writing, that no action should be taken against you in connection with this matter. Your response must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statement should be submitted under oath.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public.

If you intend to be represented by counsel in this matter, please advise the Commission by sending a letter of representation stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other comunications from the Commission.

If you ahve any questions, please contact Suzanne Callahan, the staff person assigned to this m-tter at (202)-523-4529. For your information, we have attached a copy of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele
General Counsel

By Kenneth A. Gross
Associate General Counsel

9 2 0 4 0 3 5 4 0 1 6

Enclosures

1. Complaint
2. Procedures
3. Designation of Counsel Statement

cc: Steven Wareck

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 2, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. A. Bartlett Giamatti
Office of the President
Yale University
Box 1302 A
Yale Station
New Haven, CT 06520

Re: MUR 1457

Dear Mr. Giamatti:

This letter is to notify you that on July 29, 1982 the Federal Election Commission received a complaint which alleges that you may have violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act") or Chapters 95 and 96 of Title 26, U.S. Code. A copy of this complaint is enclosed. We have numbered this matter MUR 1457. Please refer to this number in all future correspondence.

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Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statement should be submitted under oath.

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If you intend to be represented by counsel in this matter, please advise the Commission by sending a letter of representation stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other comunications from the Commission.

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If you have any questions, please contact Suzanne Callahan, the staff person assigned to this matter at (202)-523-4529. For your information, we have attached a copy of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele
General Counsel

By Kenneth A. Gross
Associate General Counsel

Enclosures

1. Complaint
2. Procedures
3. Designation of Counsel Statement

Yale, the Low-Re[illegible] Landlord

On the eve of the Democratic nominating conventions last week, a complaint surfaced against one of the two men campaigning for the Democratic nomination for Congress in the Third Congressional District. Roy L. Behr of Edwards Street wrote to the Federal Elections Commission requesting an investigation of a possible violation of election laws by candidate Stephen Wareck, citing an *Advocate* article about Wareck's lease of campaign headquarters from Yale University.

The article had noted that Wareck leases his Elm Street headquarters from Yale for $275 per month, while a private individual said he's tried to rent the property for a restaurant and had been deterred because he was told the rent would be $2,000 monthly.

Behr wrote that "it is my understanding that receiving campaign contributions from the university is a violation of the election laws," saying that the low rental to Wareck might constitute a form of contribution. "Mr. Wareck's relationship with Yale is of particular concern because of his ongoing defense of the University in its disputes with the city. Mr. Wareck has said that Yale should not make financial contributions to the city nor engage in development projects with the city. While I am not sure whether or not I agree with his position on this matter, I would be appalled if Mr. Wareck's views were influenced by an improper financial relationship with Yale.

"I hope you will investigate this situation," Behr wrote the FEC. "The election laws were passed in the wake of the Watergate scandal to stem the rising tide of public distrust in government. If Mr. Wareck's campaign has indeed disregarded the law, he has violated the public trust. He should not be able to do so with impunity."

Wareck, who is president of the New Haven Board of Aldermen, was unavailable for comment Friday evening as the *Advocate* went to press, but his assistant, Alderman Tony Williams, discounted the charge. "Our feelings are that it is perfectly legal and ethical, entirely proper. We invite anyone to come in and look at our campaign offices." He described the facilities as "a pigpen, a wreck . . . it's not like we're getting a great deal." He said the electrical system is "just barely up to code" and said there is plaster peeling from walls and ceilings. He noted the Wareck campaign has a short-term lease on the building, which formerly housed the Knights of St. Patrick and, before that, a Yale secret society. Yale has been in confidential negotiations with an unnamed developer for the rehabilitation of the row of buildings on Elm Street between [illegible] and [illegible] streets, [illegible]

spokespeople say the Wareck campaign rental revenues are just about right for the condition of the property and the duration of the lease, noting that a restaurant rental would require considerable expense for renovations.

By the time this issue hits the street, the nominating convention for the Third District will have been held (Monday night) and Wareck will have been named the party's official candidate. However, Bruce Morrison, his challenger for the nomination, was expected to gather well over the necessary number of delegates at the convention to qualify to run against Wareck in the Democratic primary this fall.

Andrew Houlding

ahead.

202222

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Gcc# 8185

82 JUL 29 A 9:08

Roy L. Behr
201 Edwards Street
New Haven, CT 06511
July 23, 1982

Mr. Charles N. Steele
General Counsel
Federal Elections Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr Steele:

I hereby resubmit my request for an investigation into the campaign of Mr. Steve Warack, which I originally sent you on July 14, 1982. As you may recall, the question involves Wareck's campaign headquarters, rented from Yale University for $275 per month. The address of the building is 304 Elm Street, New Haven; the phone number is (203)624-1096.

Articles in the New Haven Advocate allege that another interested lessee had been told by Yale that the building would cost $2,000 per month to rent. I am curious about the discrepancy, and whether it constitutes a campaign contribution, which I understand to be illegal.

A subsequent article in The Advocate (enclosed) quotes a Wareck aide as saying the building is in terrible shape, and is therefore only worth $275. Having never been inside, I can't argue. Nevertheless, the question remains as to whether Yale thought it was worth $2,000. As a major landowner in the area, I suspect the university has a good sense of property values.

I don't know much more about the situation than what is detailed in the articles - the two you already have on file and the one enclosed - but in any event, my phone number is (203)789-0303.

I look forward to hearing from you.

Sincerely,

Roy L. Behr

Subscribed and sworn to before me this 23 day of July 1982.

Catherine J. MacDonald
Notary Public

My Commission Expires March 31, 1986

Behr
201 Edwards St.
New Haven, CT
06511

82 JUL 29 A 9:

Mr. Charles N. Steele
General Counsel
Federal Elections Commission
1325 K Street, N.W.
Washington, D.C.
20463

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 1457

Date Filmed 10/25/82 Camera No. --- 2

Cameraman J.A.G.

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