



**Federal Election Commission
Washington, DC 20463**

September 13, 2005

Tal Weitzman, Treasurer
Peter Hort for Congress
84 Belknap Road
West Hartford, CT 06117

**Re: ADR 238
Peter Hort for Congress and Tal Weitzman, Treasurer**

Dear Mr. Weitzman:

Enclosed is the signed copy of the agreement resolving the complaint filed Brad Hoylman on September 8, 2004 with the Federal Election Commission ("FEC/Commission") against Peter Hort for Congress and Tal Weitzman, Treasurer ("Respondents"). The agreement for ADR 238 (MUR 5529) was approved by the Commission on September 12, 2005 – the effective date of the agreement.

Note that paragraph 19 of the agreement specifies that Respondents shall comply with the terms of this settlement within thirty (30) days of the effective date of the agreement. Please forward to this office, a statement confirming Respondents' compliance with the term in paragraph 16 of the aforementioned agreement. The letter should note the date on which Respondents satisfied paragraph 16; i.e., terminated the Peter Hort for Congress committee.

As you are aware, the settlement agreement will be made part of the record that is released to the public. The Commission will also place on the record copies of the complaint, correspondence exchanged between your office and this office prior to our entry into settlement negotiations and reports prepared for the Commission by this office to assist in its consideration of this matter. The Commission is obliged by Federal statute to place on the public record documents in closed enforcement and alternative dispute resolution cases; accordingly, copies of documents relative to this matter will be forwarded shortly to the FEC's Public Information Office.

This agreement resolves the matter that was brought to the attention of the FEC by the Brad Hoylman regarding an alleged violation of the federal election campaign

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laws. I appreciate your assistance in effectively resolving this matter and bringing the case to a mutually acceptable conclusion.

Sincerely,

**Lynn M. Fraser, Assistant Director
Alternative Dispute Resolution Office
202-694-1665**

Enclosure: Agreement

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Washington, DC 20463**

Case Number: ADR 238

Source: MUR 5529

Case Name: Peter Hort for Congress

NEGOTIATED SETTLEMENT

This matter was initiated by a signed, sworn and notarized complaint filed by Brad Hoylman. Following review of the matter, and in an effort to promote compliance with the Federal Election Campaign Act of 1971, as amended, ("FECA") and resolve this matter, the Federal Election Commission ("Commission") entered into negotiations with Tal Weitzman representing Peter Hort for Congress and Tal Weitzman, Treasurer ("the Committee" or "Respondents"). It is understood that this agreement will have no precedential value relative to any other matters coming before the Commission.

Negotiations between the Commission and Respondents addressed the issues raised in this complaint. The parties agree to resolve the matter according to the following terms:

1. The Commission entered into this agreement as part of its responsibility for administering the FECA, and in an effort to promote compliance on the part of Respondents. The Commission's use of alternative dispute resolution procedures ("ADR") is authorized in "The Administrative Dispute Resolution Act of 1996," 5 U.S.C. § 572 and is an extension of 2 U.S.C. § 437g.
2. Respondents voluntarily enter into this agreement with the Commission.
3. The complaint alleges that Respondents accepted excessive and/or prohibited in-kind contributions, failed to report disbursements and expenditures for advertising, rent on two offices, and administrative expenses, and failed to have disclaimers on public communications.
4. No person shall make contributions to any candidate and his authorized political committees with respect to any election for Federal Office that, in the aggregate, exceed \$2,000. In addition, the Treasurer shall be responsible for examining all contributions received for evidence of illegality and for ascertaining whether contributions received, when aggregated with other contributions from the same contributor, exceed the contribution limitations. 2 U.S.C. § 441a(A)(1), 11 C.F.R. §§ 103.3(b), 110.1(b).

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5. It is unlawful for any corporation organized by authority of any law of Congress, to make a contribution or expenditure in connection with any election to any political office. 2 U.S.C. § 441b(a), 11 C.F.R. § 114.2(f). A commercial vendor, either unincorporated or incorporated, may extend credit to a candidate, a political committee or another person on behalf of a candidate or political committee provided that the credit is extended in the ordinary course of the commercial vendor's business and the terms are substantially similar to extensions of credit to nonpolitical debtors that are of similar risk and size of obligation. 11 C.F.R. § 116.3.
6. Each Treasurer of a political committee shall file reports of receipts and disbursements in accordance with the provisions of the FECA and the implementing regulations. 2 U.S.C. § 434(a)(1), 11 C.F.R. §§ 104.3(a), 104.3(b). An authorized committee must provide the identification of each person who makes a contribution in an aggregate amount or value in excess of \$200. In addition, the committee must provide the name and address of each person to whom an expenditure is made in an aggregate amount or value in excess of \$200 within an election cycle. 2 U.S.C. §§ 434(b)(3), 434(b)(5), 11 C.F.R. §§ 104.8, 104.9. The FECA requires that the itemized expenditures include the purpose of the disbursement; i.e., a description or statement as to the reasons for the expenditure. 2 U.S.C. §§ 434(b)(5), 434(b)(6), 11 C.F.R. § 104.9(a).
7. Whenever a political committee makes a disbursement for the purpose of financing any public communication through any broadcasting station, newspaper, magazine, outdoor advertising facility, mailing, website, or any other type of general public political advertising, the communication must disclose who paid for and authorized the communication. 2 U.S.C. § 441d, 11 C.F.R. § 110.11.
8. Respondents acknowledge that some inadvertent reporting omissions may have occurred due to their inexperience, but denied the allegations of excessive or prohibited contributions, and a lack of disclaimers on public communications, i.e., the Committee website. Respondents contend that while some descriptions of purpose were not disclosed on disbursements, and while they showed in-kind contributions they failed to report the concomitant disbursement. Overall the Committee made every attempt to disclose all financial activity accurately and timely. Respondents stated that the Committee filed amended reports correcting the omissions on disbursements. Although the Committee had a disclosure on the home page of their internet website from the beginning, to be on the safe side, Respondents added the disclaimer to all links and windows that pop up on the Committee's website.
9. The Committee contends that the address used as the campaign's mailing address was, from summer 2001 through May 2004, the residence of the candidate, and thus no excessive contribution was received from the candidate's parents. The

candidate rented his apartment in the same building as his parents. In addition, Respondents contend that the candidate's parents invited a few friends for a "meet and greet" at their residence, and the Committee argues that there was no excessive contribution as the candidate's parents spent less than \$1,000 due to the small number of people invited.

10. The Committee also contends that the Rema Hort Mann Foundation ("RHM Foundation"), a 501(c)(3) corporation established by the Hort family to honor the candidate's sister who died of cancer, did not sponsor any campaign activities for the candidate, nor did the RHM Foundation make any contribution to the Committee.
11. Respondents stated that the rental of campaign office space at 145 Sixth Avenue was through an in-kind contribution from the owner, Peter Moore, and was reported as such. The building was in the process of being emptied of tenants and "gutted" for extensive renovation, thus the amount of the in-kind contribution reflected the fair market value.
12. The Committee contends that the two fundraisers held at ARC, an after hours club, did not result in prohibited corporate contributions. Respondents stated that ARC opened an hour earlier than the normal time, but incurred no costs because people who attended the fundraiser purchased beverages and tipped the ARC wait staff.
13. Respondents contend that the fundraiser at the Crash Mansion did not result in a prohibited contribution either. The Committee argued that the reported expense of \$1,242, for 18 dinners at \$40 each, in addition to gratuity and drinks, was the fair market value for dinner and drinks for the invitees. The Committee argued that the invoice was paid upon receipt, which was approximately two weeks following the fundraiser.
14. The Committee argues that it reported an in-kind contribution of \$230 per month for the truck used for advertising purposes. The Committee further argues that the sign on the side of the truck had a disclaimer which states that it was paid for by Peter Hort for Congress.
15. Although the complaint alleges that the Committee's website did not have a disclaimer, but, as stated above, Respondents' website had a disclaimer on the home page from the time of its design. To err on the side of caution, however, the Committee added a disclaimer to each link and additional window that opened on the website.
16. Respondents, in an effort to resolve this matter, agree to work with Commission staff to terminate the committee.

15

17. Respondents agree that all information provided to resolve this matter is true and accurate to the best of their knowledge and that they sign this agreement under penalty of perjury pursuant to 28 U.S.C. § 1746.

18. The parties agree that if Respondents fail to comply with the terms of this settlement the Commission may undertake civil action in the U.S. District Court for the District of Columbia to secure compliance.

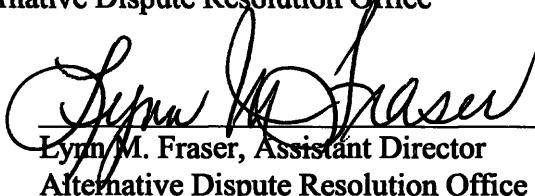
19. This agreement shall become effective on the date signed by all parties and approved by the Commission. Respondents shall comply with the terms of the settlement within thirty (30) days from the effective date of this agreement.

20. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 238 (MUR 5529) and effectively resolves this matter. No other statement, promise or agreement, either written or oral, made by either party, not included herein, shall be enforceable.

FOR THE COMMISSION:

Allan D. Silberman, Director
Alternative Dispute Resolution Office

By:



Lynn M. Fraser, Assistant Director
Alternative Dispute Resolution Office



Date Signed

FOR THE RESPONDENTS:



Tal Weitzman
Representing Peter Hort for Congress
and Tal Weitzman, Treasurer



Date Signed