

FEDERAL ELECTION COMMISSION

RECEIVED
FEB 11 11 31 AM '15

In the matter of:

2015 FEB -3 AM 11:31

Andrew Heaney
2 Bontecou Rd.
Millbrook, NY 12545

Heaney for Congress and Patrick Gosselin, Treasurer
154 Church St.
Millbrook, NY 12545

Heaney Energy Corp.
7 Stage Stop Way
Bangall, NY 12506

Little Deep, LLC
2608 Route 44
Millbrook, NY 12545

Submarine Rock, LLC
2608 Route 44
Millbrook, NY 12545

New York Jobs Council and Elizabeth B. White, Treasurer
601 Pennsylvania Ave. NW, Suite 1000
Washington, DC 20004

MUR No.:

7006

OFFICE OF GENERAL
COUNSEL

2015 FEB -4 AM 9:22

RECEIVED
FEDERAL ELECTION
COMMISSION

COMPLAINT

1. Campaign for Accountability ("CfA") brings this complaint before the Federal Election Commission ("Commission") seeking an immediate investigation and enforcement action against Andrew Heaney, Heaney for Congress, Patrick Gosselin, Heaney Energy Corp., Little Deep, LLC, Submarine Rock, LLC, New York Jobs Council and Elizabeth B. White for direct and serious violations of the Federal Election Campaign Act ("FECA") and Commission regulations.

Complainants

2. Complainant CfA is a § 501(c)(3) project dedicated to ensuring accountability in public officials and compliance with federal laws. Toward that end, CfA seeks to protect and advance the right of citizens to be informed about the activities of government officials and to ensure the integrity of government officials and the government decision-making process by exposing unethical and illegal conduct of those involved in government. CfA uses research, litigation, and communications to advance its mission.

3. In furtherance of its mission, CfA also monitors the campaign finance activities of those who finance federal elections and publicizes information regarding those who violate federal campaign finance laws. In order to assess whether an individual or entity is complying with federal campaign finance law, CfA needs the information contained in disclosure reports political committees must file pursuant to the FECA, 2 U.S.C. §§ 434(a), (b); 11 C.F.R. §§ 104.1, 104.3. CfA is hindered in its programmatic activity when an individual or entity fails to disclose campaign finance information in reports required by the FECA.

4. CfA relies on the FEC's proper administration of the FECA's reporting requirements because the FECA-mandated disclosure reports are the only source of information CfA can use to determine if an individual or entity is complying with the FECA. The proper administration of the FECA's reporting requirements includes mandating that all disclosure reports required by the FECA are properly and timely filed with the FEC. CfA is hindered in its programmatic activity when the FEC fails to properly administer the FECA's reporting requirements.

5. Complainant Anne Weismann is the executive director of Campaign for Accountability, a citizen of the United States, and a registered voter and resident of the state of

Maryland. As a registered voter, Ms. Weismann is entitled to receive information contained in disclosure reports required by the FECA, 2 U.S.C. § 434; 11 C.F.R. §§ 104.1, 104.3. Ms. Weismann is harmed when an individual, candidate, political committee, or other entity fails to report campaign finance activity as required by the FECA. *See FEC v. Akins*, 524 U.S. 11, 19 (1998), quoting *Buckley v. Valeo*, 424 U.S. 1, 66-67 (1976) (political committees must disclose contributors and disbursements to help voters understand who provides which candidates with financial support). Ms. Weismann is further harmed when the FEC fails to properly administer the FECA's reporting requirements, limiting her ability to review campaign finance information.

Respondents

6. Andrew Heaney is a candidate for Congress running in the 19th congressional district of the State of New York; Heaney for Congress is his principal campaign committee; Patrick Gosselin is the treasurer of Heaney for Congress; Heaney Energy Corp., Little Deep, LLC, and Submarine Rock, LLC are established, owned, or controlled by candidate Andrew Heaney (collectively, the "Andrew Heaney Companies"); New York Jobs Council ("NY Jobs Council") is a super PAC supporting Andrew Heaney's campaign for Congress, and Elizabeth B. White is the treasurer of NY Jobs Council.

Factual Allegations

7. According to government filings, Andrew Heaney is the owner and chief executive officer of Heaney Energy Corporation,¹ a New York fuel oil dealer, and the owner and

¹ Heaney Energy Corp. Entity Information, New York State Department of State, as of Sept. 15, 2015 (listing "Andrew Heaney" as "Chief Executive Officer") (attached as Exhibit A); *see also* Obama for America, FEC Form 3P, 2007 Year-End Report, Amended, August 29, 2008 (listing \$2,300 contribution from "Andrew Heaney" identifying "employer" as "Heaney Energy Corp" and "occupation" as "owner") (attached as Exhibit B); "Terms & (continued...)"

founder of Submarine Rock, LLC, a propane company.² On August 5, 2015, Andrew Heaney filed a Statement of Candidacy with the Commission stating that he was seeking the Republican nomination for Congress in New York's 19th Congressional District.³ Only weeks before, at a time when Mr. Heaney had presumably already decided he would run for Congress, Mr. Heaney, as the apparent principal owner of these corporate entities, almost certainly directed his companies to funnel at least \$20,000 dollars to a recently-created Washington, D.C.-based independent expenditure-only political committee called NY Jobs Council. Specifically:

- On June 17, 2015, Submarine Rock, LLC contributed \$5,000 to NY Jobs Council.⁴
- On June 23, 2015, Heaney Energy Corp. contributed \$10,000 to NY Jobs Council.⁵
- On June 23, 2015, Little Deep LLC, which shares an address with Submarine Rock and appears to be an affiliate of Heaney Energy Corp., contributed \$5,000 to NY Jobs Council.⁶

8. In addition to these contributions, on June 25, 2015, Skaggs-Walsh, Inc., a company led by Mr. Heaney's sister, Allison Heaney, made two contributions to NY Jobs

Conditions," www.propane.pro (as of Sept. 16, 2015) (stating that Submarine Rock does business as "Propane.pro") (attached as Exhibit C); Propane.pro Calls for Creation of National Strategic Propane Reserve, *Propane.pro*, January 27, 2014 (identifying Andrew Heaney as the company's "founder") (attached as Exhibit D).

² NY Republican Federal Campaign Committee FEC Form 3X, 2015 July Monthly Report, Amended, December 15, 2015 (listing contribution from "Andrew Heaney" and identifying "Submarine Rock" as "employer" and "owner" as "occupation") (attached as Exhibit E).

³ Andrew Heaney, FEC Form 2, Statement of Organization, August 5, 2015 (attached as Exhibit F).

⁴ New York Jobs Council, FEC Form 3X, 2015 Mid-Year Report, July 31, 2015 available at <http://docquery.fec.gov/pdf/702/201601299004899702/201601299004899702.pdf>.

⁵ *Id.*

⁶ *Id.*; Largest U.S. Consumer Energy Buying Group Expanding to Electric Gas Brokerage, April 25, 2012 *EnergyChoiceMatters.com* (describing Little Deep, LLC as "affiliate" of Heaney Energy Corp) (attached as Exhibit G).

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Council totaling \$35,000.⁷ In total, at least \$55,000 of the \$60,000 reportedly received by NY Jobs Council in its first month of existence, were made by the Andrew Heaney Companies or companies controlled by his family, with at least \$20,000 coming from companies apparently controlled by Mr. Heaney personally.

9. In the ensuing months, NY Jobs Council used those funds to attack Mr. Heaney's Republican primary opponent John Faso. NY Jobs Council, for example, has produced and posted 83 tweets under the twitter handle @JobsCouncil, 21 of which have attacked John Faso. Many of those tweets have expressly called for Mr. Faso's defeat, using the twitter hashtags "#saynotofaso" and "#notofaso".⁸

10. At the same time NY Jobs Council was expressly advocating for Mr. Faso's defeat, the Heaney campaign was working with the same two vendors who had consulted for the super PAC and, presumably, were continuing to do so. The campaign, for example, reported paying the Jackson-Alvarez Group \$3,000 on August 14, 2015 and an additional \$10,000 on November 4, 2015 for "research."⁹ According to NY Jobs Council's FEC report, the Jackson-Alvarez Group also provided "research consulting" services to the super PAC.¹⁰

11. James "Jake" Menges and Rob Cole are two New York Republican political operatives. The two men appear to have at least two businesses together: In the Field, LLC, and

⁷ New York Jobs Council, FEC Form 3X, 2015 Mid-Year Report, July 31, 2015; Skaggs-Walsh, Inc. Entity Information, New York State Department of State, as of Sept. 15, 2015 (attached as Exhibit H).

⁸ See <http://twitter.com/jobsCouncil> (attached as Exhibit I).

⁹ Heaney for Congress FEC Form 3, 2015 October Quarterly Report, October 15, 2015 available at <http://docquery.fec.gov/pdf/299/201510159002924299/201510159002924299.pdf>; Heaney for Congress, FEC Form 3, 2015 Year-End Report, January 31, 2016 available at <http://docquery.fec.gov/pdf/021/201601319004963021/201601319004963021.pdf>.

¹⁰ New York Jobs Council, FEC Form 3X, 2015 Mid-Year Report; July 31, 2015.

Crimson Public Affairs, LLC.¹¹ Simultaneously, Mr. Cole also serves as the executive director of NY Jobs Council.¹² The Heaney campaign reported paying Mr. Menges a \$5,000 “consulting fee” on August 28, 2015.¹³ It also paid Crimson Public Affairs \$31,016.50 over the course of 2015, largely for “legal” and “consulting” fees.¹⁴ New York Jobs Council paid In the Field \$18,000 for “communications consulting services” in the first half of 2015, and an additional \$46,230.50 for “general campaign consulting” in the second half of the year.¹⁵

12. In his role as executive director of the super PAC, Mr. Cole disingenuously (to say the least) claimed in October that NY Jobs Council hadn’t decided which candidate to back in the 19th District, but said “We know Mr. Faso is not going to be our chosen candidate.”¹⁷ This is unsurprising given that Mr. Cole and Mr. Menges’ firm apparently established NY Jobs Council using corporate money from Andrew Heaney and his family, and eight out of the ten individual donors to the super PAC are associated with the Heaney campaign.¹⁸

COUNT I

13. The FECA provides that “a candidate ... or an entity directly or indirectly established, financed, maintained or controlled by or acting on behalf of [a] candidate[] ... shall

¹¹ Ben Smith, A merger in Giuliani, Pataki-land, *Politico*, May 18, 2011 (“Rob Cole and Jake Menges ... are joining up to form a new venture, In The Field Consulting”) (attached as Exhibit J); Florida Department of State, Division of Corporations, Detail by Entity Name, last visited on February 1, 2016 (attached as Exhibit K).

¹² The Fray: GOP Scramble for Congressional Seat Heats Up, *Times Herald-Record*, October 17, 2015 (attached as Exhibit L).

¹³ Heaney for Congress, FEC Form 3, 2015 October Quarterly Report, October 15, 2015.

¹⁴ *Id.*; Heaney for Congress, FEC Form 3, 2015 Year-End Report, January 31, 2016.

¹⁵ New York Jobs Council, FEC Form 3X, 2015 Mid-Year Report, July 31, 2015; New York Jobs Council, FEC Form 3X, 2015 Year-End Report, January 29, 2016 available at <http://docquery.fec.gov/pdf/702/201601299004899702/201601299004899702.pdf>.

¹⁷ *Times Herald-Record*, Oct. 17, 2015.

¹⁸ Heaney for Congress, FEC Form 3, 2015 October Quarterly Report, October 15, 2015; Heaney for Congress, FEC Form 3, 2015 Year-End Report, January 31, 2016; New York Jobs Council, FEC Form 3X, 2015 Year-End Report, January 29, 2016.

not [] solicit, receive, direct, transfer, or spend funds in connection with an election for Federal office, including funds for any Federal election activity, unless the funds are subject to the limitations, prohibitions, and reporting requirements” of FECA. 52 U.S.C. § 30125(e)(1). FEC regulations repeat this prohibition, making it illegal for “federal candidates” and “entities that are directly or indirectly established, financed, maintained, or controlled by, or acting on behalf of” federal candidates to “solicit, receive, direct, transfer, spend, or disburse funds in connection with an election for Federal office ... unless the amounts consist of Federal funds that are subject to the limitations, prohibitions, and reporting requirements of the Act.” 11 C.F.R. §§ 300.60, 61.

14. Here, Andrew Heaney, a candidate for federal office, almost certainly “directed” three companies he owns or controls to make contributions totaling \$20,000 to the super PAC attacking his opponent. Because those funds came from at least one corporate entity (Heaney Energy Corporation) and exceeded \$5,000, Mr. Heaney’s apparent decision to direct or solicit his companies to make these contributions violated the Act. *See* FEC Adv. Op’n 2011-12 (Majority PAC) (soft money ban applies to corporate contributions and contributions in excess of \$5,000).

15. Similarly, the Andrew Heaney Companies appear to have violated the Act’s bans on certain candidate-affiliated entities “transferring” and “spending” corporate funds and funds in excess of \$5,000 to super PACs. As noted above, these restrictions apply not just to the candidate himself but also to any “entity directly or indirectly established, financed, maintained or controlled by or acting on behalf of [a] candidate[.]” Because Mr. Heaney appears to be the owner and Chief Executive Officer of the Heaney Energy Corp., the Heaney Energy Corp. is an entity financed, maintained, and controlled by a candidate. Similarly, because Andrew Heaney appears to be the owner and founder of Submarine Rock, LLC, that company is also “established, financed, maintained, or controlled” by a candidate. The same is likely true for

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Little Deep, LLC, which shares an address with Submarine Rock, and is reportedly an "affiliate" of Heaney Energy Corp.

16. There is also reason to believe that NY Jobs Council violated the "soft money" ban by "receiving" these contributions. Because at least \$55,000 of the initial \$60,000 of the super PAC's reported receipts was contributed by companies related to Mr. Heaney or a family member, NY Jobs Council is likely a super PAC "financed" by a candidate, Mr. Heaney. *See* 11 C.F.R. § 300.(c)(vii) (in determining whether an entity is "financed" by a candidate, the Commission looks at whether the candidate "directly or through its agent, causes or arranges for funds in a significant amount or on an ongoing basis to be provided to the entity"). Moreover, the timing of the creation of NY Jobs Council – only weeks before Mr. Heaney filed his Statement of Candidacy with the Commission – suggests he may have played a role in "establishing" the super PAC.

17. Respondents cannot escape these soft money prohibitions by claiming Mr. Heaney was not a "candidate" at the time NY Jobs Council was established and received these contributions. Although the super PAC was created and received its funding from the Heaney Companies several weeks before Mr. Heaney filed a Statement of Candidacy with the FEC in early August 2015, the filing of a Statement of Candidacy is not determinative of when an individual becomes a "candidate." Under FEC regulations, a "candidate" includes an individual who seeks nomination for election for federal office and consents to another person receiving contributions or making expenditures on behalf of the individual in excess of \$5,000. 11 C.F.R. § 100.3(a)(2). Accordingly, by directing and consenting to the Andrew Heaney Companies' expenditures in excess of \$5,000 to a super PAC that would attack his opponent, Mr. Heaney became a "candidate." If he consented to NY Jobs Council's receipt of the contributions, he

would have become a "candidate" for that reason, too. Put another way, Mr. Heaney's decision to direct the transfer of tens of thousands of dollars of corporate funds to a super PAC that would assist his candidacy evidences his status as a "candidate" at the time of the transfer. *See* 11 C.F.R. § 100.72 (an individual becomes a "candidate" if the individual raises "funds in excess of what could reasonably be expected to be used for exploratory activities or undertakes activities designed to amass campaign funds that would be spent after he or she becomes a candidate"). Thus, in June 2015, Mr. Heaney would have been a "candidate" and his activities and those of entities he established, financed, maintained, or controlled would have been subject to the "soft money" bans in the Act.

18. Even if Mr. Heaney did not meet the technical definition of "candidate" in June 2015, the "soft money" ban would still make the contributions from the Heaney Companies unlawful. FEC advisory opinions, for example, have concluded that an entity is "established" by a federal candidate even if the person created the entity before becoming a candidate. *See* FEC Adv. Op'n 2007-1 (McCaskill) (a state campaign committee was "directly *established*, financed, maintained, *and* controlled" by a candidate even though it was established years before the person became a federal candidate); FEC Adv. Op'n 2009-6 (Risch) (same). To prevent circumvention of the soft money ban, the Act also imposes a two-year time-out for entities created by a candidate before the entity can raise and spend money. 11 C.F.R. § 300.2(c)(4)(ii). These advisory opinions and regulations make clear that a super PAC established by a future candidate cannot avoid application of the soft money ban merely by claiming that it was established shortly before, rather than after, the individual filed a Statement of Candidacy.

COUNT II

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19. At the end of the June 2015, NY Jobs Council had approximately \$34,410 in cash-on-hand available to pay for mailers, digital advertising, social media advertising, and television and radio advertising, among other things.¹⁹ At the end of the year, the figure was \$72,287.52.²⁰ Presumably, NY Jobs Council will use at least some of these funds, together with other funds that it raises, for communications. There is a strong likelihood, however, that by paying for these mailers and advertisements, the super PAC will have made, and the Heaney campaign will have received, excessive and illegal in-kind contributions. Because there is reason to believe that these violations have already occurred or are “about to occur,” federal regulations require the Commission to open an investigation. *See* 11 C.F.R. § 111.4(a) (“any person who believes that a violation of any statute or regulation over which the Commission has jurisdiction has occurred *or is about to occur* may file a complaint”); *id.* § 111.10(a) (“an investigation *shall* be conducted in any case in which the Commission finds reason to believe that a violation of statute or regulation over which the Commission has jurisdiction has occurred *or is about to occur*”) (emphases added).

20. The Act limits the amounts that any person may contribute to a Federal candidate. 52 U.S.C. § 30116(a)(1)(A). For the 2015-2016 election cycle, the making and receipt of contributions in excess of \$2,700 per election is prohibited. *Id.* FECA treats coordinated expenditures by any federal PAC (including a super PAC) as in-kind contributions to the candidate with whom they were coordinated. *See id.* § 30116(a)(7)(B)(i) (“expenditures made by any person in cooperation, consultation, or concert, with, or at the request or suggestion of, a candidate, his authorized political committees, or their agents, shall be considered to be a

¹⁹ New York Jobs Council, FEC Form 3X, 2015 Mid-Year Report, July 31, 2015.

²⁰ New York Jobs Council, FEC Form 3X, 2015 Year-End Report, January 29, 2016.

contribution to such candidate"). To the extent those in-kind contributions exceed \$2,700 per election, or involve corporate funds, they are prohibited.

21. Pursuant to FEC regulations, a communication is coordinated with a campaign—and therefore amounts to a potentially unlawful in-kind contribution—if the communication (i) is paid for by a person other than the candidate, authorized committee, or political party committee; (2) satisfies at least one of the FEC's "content standards"; and (3) satisfies at least one of the FEC's "conduct standards." 11 C.F.R. § 109.21(a), (b). The first two prongs of this test are met when a super PAC pays for a public communication that expressly advocates the election or defeat of a clearly-identified candidate or references a candidate for House 90 days or fewer before the primary or general election. *Id.* § 109.21(c)(3), (4)(i).

22. The "conduct standards" can be met in one of several ways, one of which involves the retention of a "common vendor" by the campaign and the super PAC. Under the FEC's "common vendor" test, three conditions must be satisfied. First, the super PAC must contract with a commercial vendor to create, produce, or distribute a communication. Second, the commercial vendor, "including any owner, officer, or employee of the commercial vendor" must have provided certain services to the candidate during the previous 120 days, including development of media strategy, developing the content of a public communication, producing a public communication, or "consulting or otherwise providing political or media advice." 11 C.F.R. § 109.21(d)(iii) (emphasis added). Third, the vendor must "use" or "convey" to the super PAC material non-public (i) "information about the campaign plans, projects, activities, or needs of the" candidate or (ii) "information used previously by the commercial vendor in providing services" to the candidate.

23. In this case, when NY Jobs Council begins to pay for public communications expressly advocating the defeat of Mr. Heaney's opponent in the New York Republican Primary for the 19th Congressional District—as is likely—those communications will likely be prohibited “coordinated communications” under the Commission’s “common vendor” regulations. Each of the three elements of the common vendor test likely will be satisfied with respect to the Jackson-Alvarez Group and In the Field LLC, the only two vendors reportedly retained by the Super PAC.

24. The Jackson-Alvarez Group was paid by NY Jobs Council for “research consulting” services. Presumably, those services will inform the content, production, and distribution of public communications made by the super PAC. At the same time, NY Jobs Council relied on the consulting services of the Jackson-Alvarez Group, so did Mr. Heaney’s campaign committee. In providing its consulting services to NY Jobs Council, it strains credulity to believe the Jackson-Alvarez Group would not “use” or “convey” to the super PAC information about the Heaney campaign’s “plans, projects, activities, or needs” or information that it used previously when providing services to the Heaney campaign. Accordingly, any future public communications by NY Jobs Council in connection with the Republican primary in New York’s 19th Congressional District likely will involve prohibited in-kind contributions from the super PAC to the campaign.

25. NY Jobs Council’s retention of In the Field results in the same conclusion. In the Field, LLC has remained on the super PAC’s payroll, and paid for “general campaign consulting,” likely related to advertisements and other public communications. These activities, however, presumably are informed by the “consulting” services provided to the Heaney campaign by Jake Menges and Rob Coles, partners in Crimson Public Affairs, which has been

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paid by the Heaney campaign for consulting services. These facts create a strong inference that Mr. Menges and Mr. Cole will “use” or “convey” or have used and conveyed to the super PAC – run by Mr. Cole – information about the Heaney campaign’s “plans, projects, activities, or needs” or information that they used previously when providing services to the Heaney campaign. The notion that somehow Messrs. Menges and Cole, apparent partners in the same consulting businesses, are not sharing confidential information about campaign strategies, needs, plans, projects, or activities with each other defies logic and common sense and represents a shocking and blatant disregard of campaign finance rules.

26. In light of the retention of common vendors, future public communications in the New York 19th District Congressional primary likely will result in prohibited in-kind contributions from the corporate-funded super PAC to the Heaney campaign. Because such a violation is “about to occur,” the FEC should immediately open an investigation.

27. Finally, even if NY Jobs Council makes no further expenditures, the super PAC’s activities may have already amounted to an in-kind contribution to the Heaney campaign. As described above, NY Jobs Council has drafted and posted many tweets that have expressly called for the defeat of Mr. Heaney’s opponent. If the super PAC paid Jackson-Alvarez Group or In the Field to help create the content for, produce, or disseminate those tweets, those payments would be prohibited in-kind contributions to the campaign. Regardless of whether those expenditures satisfy the *regulatory* definition of a “coordinated communication,” they would satisfy the *statutory* definition of a “contribution” because they would have been made with the “cooperation, consultation, or concert” of the Heaney campaign and its agents, Jake Menges, Rob Cole, and/or the Jackson-Alvarez Group.

Conclusion

WHEREFORE, Campaign for Accountability and Anne Weisman request that the FEC investigate whether respondents have violated the FECA and Commission regulations by directing, soliciting, transferring, spending, and receiving funds in excess of the source and amount limitations, and whether NY Jobs Council is unlawfully coordinating with the Heaney campaign and its agents, declare the respondents to have violated the FECA and applicable FEC regulations, impose sanctions to these violations and take such further action as may be appropriate.



ON BEHALF OF COMPLAINANTS

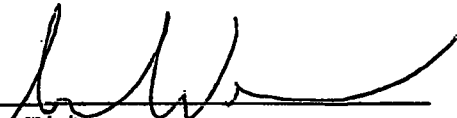
Anne Weismann
Executive Director
Campaign for Accountability
1201 New York Avenue, NW, Ste 300
Washington, D.C. 20036
(202) 780-5750 (phone)

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Verification

Campaign for Accountability and Anne Weismann hereby verify that the statements made in the attached Complaint are, upon information and belief, true.


Sworn pursuant to 18 U.S.C. § 1001.



Anne Weismann

District of Columbia: SS

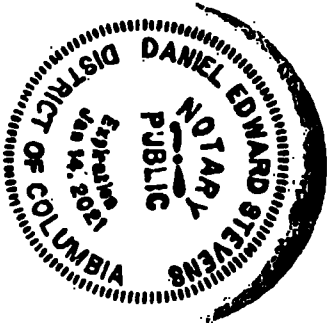
SUBSCRIBED AND SWORN to before me this 2nd day of February, 2016.



Notary Public

My Commission Expires:

January 14, 2021



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EXHIBIT A

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through September 17, 2015.

Selected Entity Name: HEANEY ENERGY CORP.

Selected Entity Status Information

Current Entity Name: HEANEY ENERGY CORP.

DOS ID #: 1825538

Initial DOS Filing Date: JUNE 01, 1994

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

HEANEY ENERGY CORP.

154 CHURCH STREET

MILLBROOK, NEW YORK, 12545

Chief Executive Officer

ANDREW HEANEY

154 CHURCH STREET

MILLBROOK, NEW YORK, 12545

Principal Executive Office

HEANEY ENERGY CORP.

154 CHURCH STREET

MILLBROOK, NEW YORK, 12545

Registered Agent

NONE

**This office does not record information regarding
the names and addresses of officers, shareholders**

Entity Information

or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

| # of Shares | Type of Stock | \$ Value per Share |
|-------------|---------------|--------------------|
| 200 | No Par Value | |

*Stock information is applicable to domestic business corporations.

Name History

| Filing Date | Name Type | Entity Name |
|--------------|-----------|-------------------------|
| AUG 02, 2005 | Actual | HEANEY ENERGY CORP. |
| JUN 01, 1994 | Actual | H.E.A.T. NEW YORK, INC. |

A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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EXHIBIT B

REPORT OF RECEIPTS AND DISBURSEMENTS
BY AN AUTHORIZED COMMITTEE OF A CANDIDATE FOR THE OFFICE OF PRESIDENT OR VICE-PRESIDENT

08/29/2008 20:35
 1732270

1. NAME OF COMMITTEE (in full)
 Obama for America

ADDRESS (number and street) Check if different than previously reported
 PO Box 8102

2. IDENTIFICATION NUMBER
 C00431445

CITY, STATE, and ZIP CODE
 Chicago IL 60680

3. IS THIS REPORT FOR :
 Primary General

4. TYPE OF REPORT (Check here if this is a Termination Report.)

- April 15 Quarterly Report
- July 15 Quarterly Report
- October 15 Quarterly Report
- January 31 Year End Report

Monthly Report Due On:

- February 20
- June 20
- October 20
- March 20
- July 20
- November 20
- April 20
- August 20
- December 20
- May 20
- September 20
- January 31

Twelfth day report preceding _____ (Type of Election)
 election on _____ in the State of _____
 Twelfth day report following the General Election on _____
 on _____

IS THIS REPORT AN AMENDMENT YES NO

5. COVERING PERIOD

FROM 10/01/2007 THROUGH 12/31/2007

| | | |
|---|--|--------------|
| SUMMARY | 6. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD | 35808320.44 |
| | 7. TOTAL RECEIPTS THIS PERIOD (From Line 22, Column A, Page 2) | 23628003.82 |
| | 8. SUBTOTAL (Lines 6 and 7) | 59422324.26 |
| | 9. TOTAL DISBURSEMENTS THIS PERIOD (From Line 30, Column A, Page 2) | 40898078.23 |
| | 10. CASH ON HAND AT CLOSE OF REPORTING PERIOD (Subtract Line 9 from 8) | 18528246.13 |
| | 11. DEBTS AND OBLIGATIONS OWED TO THE COMMITTEE (Itemize All on Schedule C-P or Schedule D-P) | 0.00 |
| | 12. DEBTS AND OBLIGATIONS OWED BY THE COMMITTEE (Itemize All on Schedule C-P or Schedule D-P) | 752881.34 |
| | 13. EXPENDITURES SUBJECT TO LIMITATION | 0.00 |
| NET ELECTION CYCLE- TO-DATE CONTRIBUTIONS AND EXPENDITURES | 14. NET CONTRIBUTIONS (Other than Loans) (Subtract Line 28d, Column B from 17e, Column B, Page 2) | 101428472.16 |
| | 15. NET OPERATING EXPENDITURES (Subtract Line 20a, Column B from 23, Column B, Page 2) | 63628897.62 |

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct, and complete.

Type or Print Name of Treasurer
 Martin H. Nesbitt

Date
 08/29/2008

Signature of Treasurer

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g. All previous versions of FEC FORM 3P are obsolete and should no longer be used.

For further information contact: Federal Election Commission
 889 E Street, N.W.
 Washington, DC 20483

Toll Free 800-424-9530
 Local 202-694-1100

FEC FORM 3P
 (01/2001)

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**Schedule A-P
ITEMIZED RECEIPTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER: PAGE 5234/32276
(check only one)

| | | | | | |
|------------------------------|---|------------------------------|------------------------------|------------------------------|-----------------------------|
| <input type="checkbox"/> 16 | <input checked="" type="checkbox"/> 17a | <input type="checkbox"/> 17b | <input type="checkbox"/> 17c | <input type="checkbox"/> 17d | <input type="checkbox"/> 18 |
| <input type="checkbox"/> 18a | <input type="checkbox"/> 18b | <input type="checkbox"/> 20a | <input type="checkbox"/> 20b | <input type="checkbox"/> 20c | <input type="checkbox"/> 21 |

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)
Obama for America

A. Full Name (Last, First, Middle Initial)
Thomas Healy

Date of Receipt
10 / 26 / 2007

Mailing Address
1D16 Pine St

City State Zip Code
Boulder CO 80502-4022

Amount of Each Receipt This Period
100.00

FEC ID number of contributing federal political committee.

Name of Employer
Thomas E Healy CPA PC

Occupation
CPA

Receipt For: 2008
 Primary General
 Other (specify)

Election Cycle-to-Date 800.00

Transaction ID: 589788

B. Full Name (Last, First, Middle Initial)
Tori Healy

Date of Receipt
12 / 13 / 2007

Mailing Address
125D Firefly Ct

City State Zip Code
Reno NV 89523-3818

Amount of Each Receipt This Period
60.00

FEC ID number of contributing federal political committee.

Name of Employer
Self employed

Occupation
Attorney

Receipt For: 2008
 Primary General
 Other (specify)

Election Cycle-to-Date 282.29

Transaction ID: 728585

C. Full Name (Last, First, Middle Initial)
Andrew Heaney

Date of Receipt
10 / 22 / 2007

Mailing Address
495 E 52nd St

City State Zip Code
New York NY 10022-8645

Amount of Each Receipt This Period
2300.00

FEC ID number of contributing federal political committee.

Name of Employer
Heaney Energy Corp.

Occupation
Business Owner

Receipt For: 2008
 Primary General
 Other (specify)

Election Cycle-to-Date 2950.00

Retribution/Redesignation Requested

Transaction ID: 582288

| | |
|---|---------|
| SUBTOTAL of Receipts This Page (optional) | 2450.00 |
| TOTAL This Period (last page this line number only) | |

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EXHIBIT C

- [Blog](#)
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Propane.Pro - Terms & Conditions

Propane.Pro is the country's leading online propane marketplace helping consumers and businesses negotiate superior rates and terms for their propane purchases.

RELEASE

I hereby release, waive, discharge, absolve, agree to hold harmless and covenant not to sue Submarine Rock d/b/a Propane.pro (Company), and/or any of its subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury and/or death, which I, my heirs, executors, administrators and assigns, had, now have or hereafter may have, by reason of any matter connected in any way with my access of this Website and/or the services I receive in connection with my access of this Website, including, but not limited to, any action, claim or suit for personal injury or loss or damage to property.

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Welcome to www.propane.pro (the "Website"). By visiting and/or accessing this Website, you agree to abide by these terms of use (the "Terms of Use"). If you do not agree with these Terms of Use, you are not authorized by Submarine Rock d/b/a Propane.pro ("we", "us", "our") to access and/or use any portion of the Website. These Terms of Use shall remain in full force and effect while you use or access the Website and/or any of our services. We may, in our sole discretion, modify or revise these Terms of Use and although we may attempt to notify you when material changes are made to these Terms of Use, it is your responsibility to periodically review the most up-to-date version located at <http://www.propane.pro/terms/>

The Content (defined below in Paragraph 3) that we make available to you is to assist you in obtaining better rates on your home heating services, but nothing contained herein should be deemed to be a guarantee by us of any deal, discount or other price arrangement.

1. AUTHORIZED AND UNAUTHORIZED USE OF THE WEBSITE

This Website is not intended for, and we have no intention of collecting personally identifiable information from, children under the age of 18.

If you are 18 years old or younger, you are not authorized to submit any information to us without the explicit consent of your parent or legal guardian. By accessing and using the Website, you represent and warrant that you are 18 years of age or older; and your use of the Website does not violate any applicable law or regulation. The Website and all Content contained herein are provided for your personal, non-commercial use.

You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download, store or otherwise reproduce, store or distribute any content made available on the Website. You may not take any action to interfere with the regular functioning of the Website or any other users' use of the Website. Except as otherwise permitted herein, you may not download, use, copy, license, or otherwise exploit any content in any manner or for any purpose without our prior written consent. Any unauthorized use or violation of these Terms of Use immediately and automatically terminates your right to use this Website and may subject you to legal liability. You agree not to use the Website for illegal purposes and you agree that you will comply with all laws, rules and regulations related to your use of the Website, including, without limitation, any applicable copyright laws or regulations. Some examples of unauthorized or illegal use of this Website include, but are not limited to:

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2. interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to the Website;
3. using the Website in a manner inconsistent with any and all applicable laws and regulations; and
4. using any of our trademarks, names, logos or other intellectual property properties without advance

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written authorization from us

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unauthorized manner, and/or (iv) a violation by you of any and all applicable laws, rules, or regulations.

5. GOVERNING LAW

The laws of the State of New York (without regard to its conflicts of law rules) shall govern these Terms of Use. You hereby expressly consent to exclusive jurisdiction and venue in the state and federal courts located in New York, New York, for all matters arising in connection with these terms of use and/or your access or use of the Website.

6. WAIVER; REMEDIES

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7. MISCELLANEOUS

These Terms of Use and your account on the Website are personal to you and may not be transferred or assigned. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation this Paragraph 8. If any part of these Terms of Use shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use. Our performance under these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use.

8. CONTACT US

Please contact us at support@propane.pro or at (855) 966-1444 with any questions regarding these Terms of Use.

9. NOTICE

We may give you notice of certain events from time to time and may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on the Website or (if we choose to do so in our sole discretion) delivering them to you through email if you have provided us with your accurate email address.

These Terms of Use are effective and were last updated on November 27, 2013

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X

Step 1: Your Info

Your Delivery Zip Code*

What Do You Use Propane For?*

- Home Heating
- Air Conditioning
- Hot Water Heater
- Generator
- Cooking/Grilling
- Fireplace
- Other

Your Current Propane Supplier

What are

The Benefits

Get up to

four competitive quotes for propane or equipment absolutely free.

Only

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9/18/2015

Propane.Pro - Get The Best Deals on Propane

well-known, established and reputable dealers are permitted to participate.

Free Propane.Pro customer service to answer questions, about quotes, or resolve problems if they arise.

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EXHIBIT D

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Propane.pro Calls for Creation of National Strategic Propane Reserve
 by [Propane.pro](#)

As the nation's largest online propane marketplace, Propane.pro, has seen first hand the personal and economic damage wrought by the recent propane shortage. The company's founder, Andrew Heaney, is calling on the Federal Government to fund the creation of a Strategic Propane Reserve to ensure a dangerous shortage never happens again.

"In 2000, the Northeast US experienced a similar shortage of heating oil due to extreme temperatures and frozen waterways that prevented the delivery of product to the region," Heaney remarked today, "the Clinton administration and Congress responded with the creation of a Strategic Heating Oil Reserve that continues to provide consumers with reliable supply to this day," he continued, "propane consumers demand and deserve the same level of safety that a Strategic Propane Reserve would provide."

Propane is a flexible fuel that consumers and businesses use for everything from space heating to grilling and cooking. Roughly 8,000,000 US households rely on it for home heating making the recent combination of frigid weather and a supply disruption a potential public health emergency.

In addition, with wholesale prices surging in the Midwest and elsewhere, propane delivery companies and consumers are being hammered with outrageous costs for their fuel. "A Strategic Propane Reserve would not only protect health and property, but would be a boon to the economy long term by providing more stable fuel prices for consumers and businesses," Heaney says.

Heaney also points out that the United States exported a record amount of propane this year as producers sought higher prices for their product abroad. "The tragedy of this situation is the United States has never produced as much propane as it does now with all the natural gas exploration that we have in the US," Heaney remarked. "this didn't need to happen, and it should never be allowed to happen again."

Categories: [propane demand](#), [propane legislation](#), [Uncategorized](#)

Posted on Jan 27 2014

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EXHIBIT E

FEC FORM 3X

REPORT OF RECEIPTS AND DISBURSEMENTS For Other Than An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (In full) TYPE OR PRINT Example: If typing, type over the lines. 12FE4M5

NY Republican Federal Campaign Committee

ADDRESS (number and street) 315 State Street

Check if different than previously reported. (ACC)

Albany NY 12210-2001

2. FEC IDENTIFICATION NUMBER CITY STATE ZIP CODE

C C00055562

3. IS THIS REPORT NEW OR AMENDED (X) (N) (A)

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

- April 15 Quarterly Report (Q1)
July 15 Quarterly Report (Q2)
October 15 Quarterly Report (Q3)
January 31 Year-End Report (YE)
July 31 Mid-Year Report (Non-election Year Only) (MY)
Termination Report (TER)

Table with columns for report due dates: Feb 20 (M2), May 20 (M5), Aug 20 (M8), Nov 20 (M11), Mar 20 (M3), Jun 20 (M6), Sep 20 (M9), Dec 20 (M12), Apr 20 (M4), Jul 20 (M7), Oct 20 (M10), Jan 31 (YE). Includes 'X' in the Jul 20 (M7) column.

(c) 12-Day PRE-Election Report for the: Primary (12P), General (12G), Runoff (12R), Convention (12C), Special (12S)

Election on In the State of

(d) 30-Day POST-Election Report for the: General (30G), Runoff (30R), Special (30S)

Election on In the State of

5. Covering Period 06 01 2015 through 06 30 2015

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer John Reidman

Signature of Treasurer John Reidman [Electronically Filed] Date 07 20 2015

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office Use Only grid and FEC FORM 3X Rev. 12/2004

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**SCHEDULE A (FEC Form 3X)
ITEMIZED RECEIPTS**

| | | | | |
|---|---|------------------------------------|------------------------------------|-----------------------------------|
| Use separate schedule(s) for each category of the Detailed Summary Page | FOR LINE NUMBER: (check only one) | | PAGE 18 OF 82 | |
| | <input checked="" type="checkbox"/> 11a 13 | <input type="checkbox"/> 11b 14 | <input type="checkbox"/> 11c 15 | <input type="checkbox"/> 12 16 |

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)
NY Republican Federal Campaign Committee

| | | | | |
|---|-------------|--|---|--|
| Full Name (Last, First, Middle Initial) A. Stephen Sherrill | | | Date of Receipt MM / DD / YYYY 08 / 26 / 2015 | |
| Mailing Address 765 Park Avenue Floor 4B | | | Transaction ID: 121361-223742-c | |
| City New York | State NY | Zip Code 10021-4271 | Amount of Each Receipt this Period 1000 | |
| FEC ID number of contributing federal political committee. C | | | | |
| Name of Employer Bruckmann Rosser Sherrill & Co | | Occupation private equity investing | | |
| Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify) ▼ | | Aggregate Year-to-Date ▼ 1000 | | |

| | | | | |
|---|-------------|----------------------------------|---|--|
| Full Name (Last, First, Middle Initial) B. Zugi Su | | | Date of Receipt MM / DD / YYYY 08 / 26 / 2015 | |
| Mailing Address 6937 108th Street Apt. 4K | | | Transaction ID: 138968-223741-c | |
| City Forest Hills | State NY | Zip Code 11375-3382 | Amount of Each Receipt this Period 1000 | |
| FEC ID number of contributing federal political committee. C | | | | |
| Name of Employer New City Consulting | | Occupation CEO | | |
| Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify) ▼ | | Aggregate Year-to-Date ▼ 1000 | | |

| | | | | |
|---|-------------|----------------------------------|---|--|
| Full Name (Last, First, Middle Initial) C. Andrew Heaney | | | Date of Receipt MM / DD / YYYY 08 / 26 / 2015 | |
| Mailing Address 2808 Rowe 44 | | | Transaction ID: 138970-223748-c | |
| City millbrook | State NY | Zip Code 12545 | Amount of Each Receipt this Period 1000 | |
| FEC ID number of contributing federal political committee. C | | | | |
| Name of Employer submarine rock | | Occupation owner | | |
| Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify) ▼ | | Aggregate Year-to-Date ▼ 1000 | | |

| | |
|---|---------|
| SUBTOTAL of Receipts This Page (optional).....▶ | 3000.00 |
| TOTAL This Period (last page this line number only).....▶ | |

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EXHIBIT F

Image# 201508059000001434

FEC FORM 2

STATEMENT OF CANDIDACY

| | | | | | |
|---|---------------------------|--|---|--|--|
| 1. (a) Name of Candidate (in full) Andrew Heaney | | | 2. Candidate's FEC Identification Number H6NY19193 | | |
| (b) Address (number and street) 2 Bontecou Rd | | <input type="checkbox"/> Check if address changed | | | |
| (c) City, State, and ZIP Code Millbrook NY 12545 | | 3. Is This Statement <input checked="" type="checkbox"/> New (N) OR <input type="checkbox"/> Amended (A) | | | |
| 4. Party Affiliation REPUBLICAN PARTY | 5. Office Sought House | | 6. State & District of Candidate NY 19 | | |

DESIGNATION OF PRINCIPAL CAMPAIGN COMMITTEE

7. I hereby designate the following named political committee as my Principal Campaign Committee for the 2016 election(s).
(year of election)

NOTE: This designation should be filed with the appropriate office listed in the instructions.

| | | |
|--|--|--|
| (a) Name of Committee (in full) Heaney for Congress | | |
| (b) Address (number and street) 154 Church St | | |
| (c) City, State, and ZIP Code Millbrook NY 12545 | | |

DESIGNATION OF OTHER AUTHORIZED COMMITTEES (Including Joint Fundraising Representatives)

8. I hereby authorize the following named committee, which is NOT my principal campaign committee, to receive and expend funds on behalf of my candidacy.

NOTE: This designation should be filed with the principal campaign committee.

| | | |
|---------------------------------|--|--|
| (a) Name of Committee (in full) | | |
| (b) Address (number and street) | | |
| (c) City, State, and ZIP Code | | |

I certify that I have examined this Statement and to the best of my knowledge and belief it is true, correct and complete.

| | | |
|--|--|--------------------|
| Signature of Candidate Andrew Peter Heaney <i>[Electronically Filed]</i> | | Date 08/05/2015 |
|--|--|--------------------|

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Statement to penalties of 2 U.S.C. §437g.

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

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EXHIBIT G

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EXHIBIT H

... the

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through September 17, 2015.

Selected Entity Name: SKAGGS-WALSH INC.

Selected Entity Status Information

Current Entity Name: SKAGGS-WALSH INC.

DOS ID #: 48668

Initial DOS Filing Date: AUGUST 10, 1935

County: QUEENS

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

SKAGGS-WALSH INC.

119-02 23RD AVE

COLLEGE POINT, NEW YORK, 11356

Chief Executive Officer

ALLISON HEANEY

5909 NORTHERN BLVD

MUTTONTOWN, NEW YORK, 11771

Principal Executive Office

ALLISON HEANEY

5909 NORTHERN BLVD

MUTTONTOWN, NEW YORK, 11771

Registered Agent

NONE

**This office does not record information regarding
the names and addresses of officers, shareholders**

Entity Information

or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

of Shares Type of Stock \$ Value per Share
600 No. Par Value

***Stock information is applicable to domestic business corporations.**

Name History

| Filing Date | Name Type | Entity Name |
|--------------|-----------|---------------------------------|
| MAR 04, 1937 | Actual | SKAGGS-WALSH INC. |
| AUG 10, 1935 | Actual | THE GOULD OIL BURNER SALES INC. |

A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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CONFIDENTIAL

EXHIBIT I

100474644001

NY Jobs Council

@JobsCouncil

New York Jobs Council is supporting candidates for Congress who are dedicated to public policies that create jobs for our great state.

Photos and videos



Tweets Tweets & replies Photos & videos

NY Jobs Council @JobsCouncil · Oct 20

NEW YORK

Interesting that @LizWFB claims to get unreturned calls when she never called in the first place and didn't report Faso 550k lobbyist fine.

NY Jobs Council Retweeted



Rep. Pete King @RepPeteKing · Oct 19

@realDonaldTrump attacking Bush for 9/11 sounds like @MMFlint.

14 16

NY Jobs Council Retweeted



Mike Durant @MCDurant · Oct 19

Someone should buy/gift/loan Hillary a map.

Reid J. Epstein @ReidEpstein

Hillary on CNN calls upstate New York "a big, vast, rural area with some towns." cc: @JimmyVielkind

5 2

NY Jobs Council Retweeted

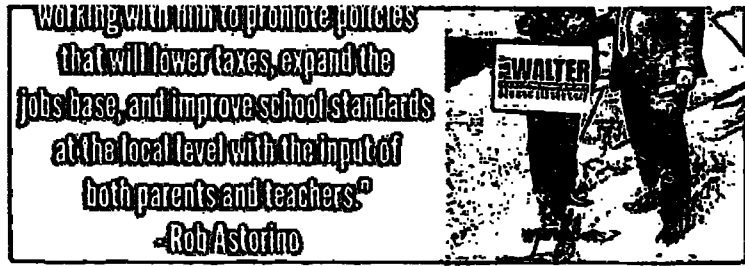


Ray Walter @RaymondRWalter · Oct 19

"I proudly endorse Ray Walter for Erie County Executive." -

@RobAstorino





10 6

NY Jobs Council Retweeted



National Review NRO Oct 16

@leezeldin speaks softly and carries a big stick

and plans to defeat the #IranDeal.

natl.re/N0q411

10 6

NY Jobs Council Retweeted



Bill O'Reilly wtra Oct 16

Good lord: Trump blames Bush for 9/11: Twin towers 'came down during his reign' daily.m.ai/1LxSnJL via t.me/MailOnline

2 1

[View summary](#)

NY Jobs Council Retweeted



Rep. Elise Stefanik RepStefanik Oct 16

Keep up with my work on behalf of #NY21 by signing up for my weekly email updates here -> 1.usa.gov/1PnySr0

2 1

NY Jobs Council Retweeted



Chris Gibson RepChrisGibson Oct 16

Encouraging developments for those w/ intellectual & developmental disabilities in Broome Cty. @SpringbrookNY



6 3

NY Jobs Council Retweeted

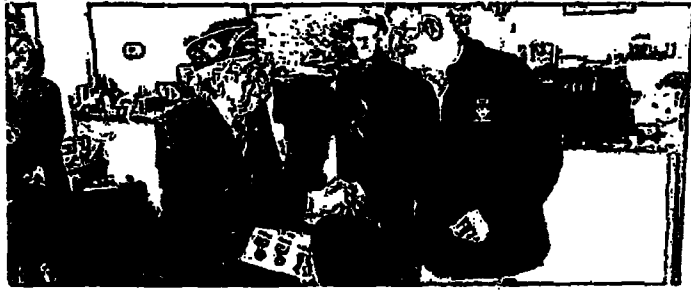


Chris Gibson RepChrisGibson Oct 14

Thank you Navy Sailor Ralph Avery of Hudson who served on LCT 571 carrying the Big Red One to Omaha Beach on D-Day!



1004710444-1



2 2

NY Jobs Council JobsCouncil · Oct 15

Nice work! @leezeldin

Lee Zeldin @LeeZeldin

Big news - Team Zeldin raised over \$600k in Third Quarter, has more than \$1.2 million on hand. Read more here: ow.ly/TrcpW

NY Jobs Council JobsCouncil · Oct 13

ICYMI: @JohnFasoNy paid the single highest Fine in NY history #NoToFaso NY19 m.nydailynews.com/new-york/new-y

View summary

NY Jobs Council JobsCouncil · Oct 13

It's really sad that @JohnFasoNy is making untrue claims against our group. We only state the facts. He doesn't. #NoToFaso. #ny19

NY Jobs Council Retweeted



Nina Easton NinaEaston · Oct 12

@EliseStefanik .03 pt of members of congress have been women. Hard work fearlessness needed for more women to run #fortunempw

NY Jobs Council followed Elizabeth Harrington, Ray Walter Mike Durant and 49 others



Elizabeth Harrington

@LizWFB

'Faux journalist' @FreeBeacon. An 'important person' goo.gl/ZeA6XX Email: elizabeth@freebeacon.com



Ray Walter

@RaymondWWalter

Husband, father, attorney. Serving the people of the 146th District in the NYS Assembly - Candidate for Erie County Executive

10044444001

NY Jobs Council Retweeted



John Katko @JohnKatko Oct 9

Congress must continue to govern despite DC uncertainty -- read more re: legislation to avoid govt shutdown 1.usa.gov/1Nvmsfl

2 2

NY Jobs Council Retweeted



Rep. Elise Stefanik @EliseStefanik Oct 9

Today I signed a #DischargePetition to allow a vote on #EximBank. We need to reauthorize this important program for our #NY21 economy.

1 7

NY Jobs Council Retweeted



Chris Gibson @RepChrisGibson Oct 11

Congrats to Roosevelt Fire District, Company #3 in Hyde Park as they celebrate the opening of their new Fire House.



3 2

NY Jobs Council Retweeted



Lee Zeldin @LeeZeldin Oct 12

#LetsGoMets Take care of business tonight guys!

6 5

NY Jobs Council Retweeted



Joe Lhota @JoeLhota Oct 12

NYC lost a great friend today -- former councilmember and Minority Leader Tom Ognibene. May he rest in peace.



11 13

NY Jobs Council @JobsCouncil - Oct 12

NEW YORK

Looks like [@JohnFasoNy](#) can go and lobby NYS Comptroller again

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10/22/2015.

NY Jobs Council (@JobsCouncil) | Twitter

after 5 year "Pay to Play" ban. #ny19 #SayNoToFaso
m.nydailynews.com/blogs/dailypol...

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NEW YORK NY Jobs Council Jobs Council - Oct 7

Ex-pol's firm settles in pay-to-play probe nydailynews.com/new-york/new-y...

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Anyone want to guess how many Insider PAC donations @JohnFasoNy will file this 1/4? I'm sure it's huge. @JimmyVielkind @NickReisman

NEW YORK NY Jobs Council Jobs Council - Oct 5

Anyone want to guess how many lobbyists will be donating to @JohnFasoNy campaign this 1/4? @NickReisman @JimmyVielkind @GannettAlbany

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We don't need another insider establishment candidate like @JohnFasoNy in congress. We need Real jobs, not talk. nystateofpolitics.com/2015/10/faso-g...

NEW YORK NY Jobs Council Jobs Council - Sep 30

Should we let insider lobbyists like @JohnFasoNy represent us in Washington? Voters say no. #voteNOtoFASO #NY19



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Faso's law firm settles in pay-to-play probe | Crain's New York Business
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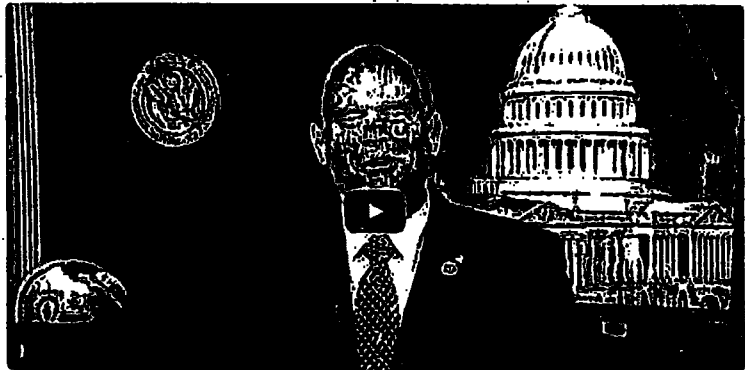
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NY Jobs Council @JobsCouncil Aug 18

New York Jobs Council is supporting candidates for Congress who are
dedicated to public policies that create jobs for our great state. #Jobs

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EXHIBIT J

POLITICO

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A merger in Giuliani, Pataki-land

By BEN SMITH | 05/18/11 09:49 AM EDT

Maggie Haberman reports:

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“ Rob Cole and Jake Menges, alumni of George Pataki's world and Rudy Giuliani's world, respectively, are joining up to form a new venture, In The Field Consulting.

They both come from a blue state where their bosses were among the few Republicans to win New York City and New York State in the last 30 years. Pataki won his last race by 18 points and Giuliani won by 15 points, margins that the NY GOP has been losing by in its latest statewide races.

Cole also worked on the Scott Brown race when he was with the Shawmut Group, and Menges was involved in steering Rep. Michael Grimm to victory in Staten Island last year. Cole was a political director/Advisor to Mitt Romney's Free and Strong PAC. 2008 to January 2011, though it's unclear whether he will continue with Romney or work for another campaign this cycle (like a Giuliani or a Pataki, both of whom still flirt with running). Menges was the City Council liaison for Mayor Giuliani and worked on his 2008 presidential run.

Giuliani: “Jake and Rob are two of the brightest stars out of today's GOP consultants. I can't think of anyone I would rather have advising me in a tough race.”

Pataki: “Rob and Jake have experience skillfully guiding winning candidates in some of the toughest political environments in America. I am sure they will make a terrific and successful team.”

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Title AMBR

MENGES, JAMES
224 DATURA ST., STE 401
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October 17, 2015 6:24PM

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The Fray: GOP scramble for congressional seat heats up

The fight for New York's 19th Congressional District is already getting ugly.

The campaign for GOP contender John Faso says a "serious legal explanation" is needed from fellow Republican contender Andrew Heaney after accusing him of engaging in "underhanded politics" stemming from a super PAC.

Heaney and Faso are both competing to take over the district from Rep. Chris Gibson, a retired Army colonel who says he won't run again next year as he considers whether to run for statewide office in 2018.

Faso's campaign, in a press release, questioned Heaney's connection to a Washington D.C.-based super PAC, called "New York Jobs Council." According to a mid-year report filed with the Federal Election Commission documents, the super PAC has received \$60,000 this year. Super PACs are allowed to spend unlimited amounts of money but they're not allowed to communicate or coordinate with specific candidates.

But Faso's campaign says the super PAC is completely funded by Heaney's family. FEC filings that were examined by the Record show that Heaney Energy Comp., Heaney's company, gave the super PAC \$10,000 in June. Skaggs Walsh, Heaney's father's heating oil company, gave \$35,000. Submarine Ruck LLC, a company Heaney has used to contribute money to political campaigns in the past, gave over \$5,000.

"Mr. Heaney seems to be engaged in a type of underhanded politics that even New Yorkers would find eye-opening," said Bill O'Reilly, a Faso spokesman. "Forget ethics; how this is even close to legal is anybody's guess. Maybe Mr. Heaney can explain."

David Catalfano, Heaney's spokesman, said his boss hasn't done anything wrong. "Andrew has obviously contributed to the super PAC before he was a candidate," he said. "He's not involved in running the PAC in any way, shape or form."

Catalfano also took a shot at Faso, saying he's a lobbyist who has run several PACs himself. "He knows the rules, and it's just sad that he has gone so negative in a campaign that has just started," he said.

Rob Cole, executive director of the New York Jobs Council, also denied any wrongdoing. Cole criticized Faso several times, calling him a lobbyist and pointing to a \$550,000 fine that was given to Faso's law firm, Manatt Phelps & Phillips, in 2010 after a settlement with the state Attorney General's office over a pay-to-play probe. Faso was a lobbyist and partner at the firm but never admitted wrongdoing.

"We've done everything by the law," Cole said. "There is no quid pro quo."

Cole said his super PAC is aimed at electing a "common-sense Republican candidate" in the 19th Congressional District, and though he's met and spoke to Heaney before, he said he hadn't spoken to him "in a long time." He said they haven't chosen who they'll support in the district yet, but have already know who they don't support.

"We know Mr. Faso is not going to be our chosen candidate," Cole said.

James Nani

Two Republicans start runs for Maloney's seat

A former Orange County legislator and a former Poughkeepsie school board president each have registered as Republican candidates for the congressional seat held by Democratic Rep. Sean Patrick Maloney for the 2016 election.

Tuxedo resident and former county lawmaker Dan Castricone filed his statements of candidacy and organization on Tuesday. Castricone, who served a single Legislature term from 2010 to 2014, ran unsuccessfully for state Assembly last year but was supported by the United Monroe citizens group and won nearly 9,100 votes on its third-ballot ballot line alone. Karl Brabence, the Republican who beat Castricone in a GOP primary for that seat, won a three-way race against Castricone and Democrat Elisa Tutini in the general election.

Sakima Brown, who led the Poughkeepsie school board from 2010 to 2013 and lost a race for a different Assembly seat — Frank Skartados' — last year, registered as a candidate for New York's 18th Congressional District on Sept. 23 and already filed her first campaign finance report, showing \$1,079.52 in her coffers.

Maloney, a Cold Spring Democrat, is serving his second term in Congress after unseating former Republican Rep. Nan Hayworth in 2012 and defeating her again in a 2014 rematch. His campaign reported Thursday that it had raised \$428,000 in the third quarter of 2015 and had \$1.2 million on hand as of Sept. 30.

Hayworth recently ruled out a third race against Maloney in 2016.

Chris McKenna



Castricone

10/22/2015

The Fray: GOP scramble for congressional seat heats up - Gate House

<http://www.recordonline.com/article/20151017/NEWS/151019448>

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