



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Resi Cooper
36 Carriage House Dr.
Jericho, NY 11753

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

New York State
Nassau County, NYS (registering now)

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

(See next page)

Exelon Corp.
101 Constitution Ave NW
Washington DC 20001
202-637-0345 - Sandy Grace

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

Siting, permitting, and construction for the
Poseidon Renewable Transmission line

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

Ed Mangano, County Executive
Robert Walker, Deputy County Executive
Department of Public Works
County Attorney's Office
County Legislature

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

None

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: _____

Signed:

Resi Cooper

Print Name:

Resi Cooper

Title:

Principal, Resi Cooper

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

INDEPENDENT CONSULTANT AGREEMENT

This Independent Consultant Agreement (the "Agreement") effective as of January 1, 2016 is made and entered into by and between Exelon Business Services Company, LLC (for itself and its affiliated companies) ("Exelon") with its principal place of business located at 10 S. Dearborn St., Chicago, IL 60603, and Resi Cooper, ("Consultant") with their principal place of business located at 36 Carriage House Drive, Jericho, NY 11753.

WHEREAS, Exelon desires to have the benefit of the Consultant's services in connection with the development of its business and, as necessary, the related businesses of its affiliated companies, and

WHEREAS, the Consultant wishes to provide such services to Exelon in accordance with the provisions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, representations, and agreements set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. Nature of Employment. Consultant will assist Exelon by providing government affairs services. The Consultant will register on behalf of Exelon in accordance with any local, state and federal advocacy disclosure requirements and comply with all applicable laws in the performance of the Services under this Agreement. Prior to assigning a governmental affairs professional(s) to this engagement, Consultant shall advise Exelon of any matter involving Exelon in which the governmental affairs professional participated or was pending under his/her jurisdiction during employment in the public sector.
2. Time Devoted to Work. The aforesaid services to be performed and the hours Consultant should work on any given day will be entirely in the Consultant's control; provided, however Exelon will rely on the Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of the Agreement. Consultant shall keep Exelon informed of activities conducted on its behalf, and shall, as deemed appropriate, make both formal and informal reports to Exelon about such activities.
3. Compensation. As Consideration for the Consultant's services hereunder, Exelon shall pay the Consultant the sum of \$10,000.00 per month during the term of this Agreement.
4. Prior to payment, Consultant shall submit an invoice for each monthly payment that shall include a general description of services rendered.
5. Reimbursement. Consultant personnel assigned to perform Services for Exelon pursuant to this Agreement shall be entitled to be reimbursed for certain reasonable

expenses necessarily incurred in connection with the provision of Services hereunder, provided that any and all such expenses are in accordance with the Exelon Travel Policy for Consultants, attached hereto, as it may be modified from time to time, and approved in advance by Exelon. Such expenses may include reasonable transportation and subsistence expenses of such Consultant personnel incurred in the discharge of the Services, excluding all local travel (e.g., travel between an employee's home and Exelon's place of business or such other location to which such employee is regularly assigned), based on coach accommodations (or, if less, discounted or special fares as are reasonably available shall be utilized), or the equivalent of coach accommodations on commercial carriers. Consultant will utilize the travel services of its own organization or, to the extent reasonably practical, of Exelon, whichever results in the most cost effective purchase of travel services.

6. Term of Agreement. This Agreement shall commence on the effective date of this Agreement and continue until December 31, 2016, unless earlier terminated as provided herein.

7. Termination Rights. Either party may terminate this Agreement upon 30 days written notice to the other party; provided, however, that Consultant's obligations not to disclose confidential or privileged information shall survive and continue after such termination. Upon termination, Consultant shall be entitled to compensation for all services rendered prior to the effective date of termination.

8. Status of Consultant. Consultant shall act during the term of this Agreement in the capacity of an independent contractor to Exelon and any of its affiliated companies. Consultant shall not be associated with or employed by, or subjected to the direction, control or supervision of Exelon or any of its affiliated companies.

9. Use of Subcontractors. Consultant is authorized to subcontract other qualified individual consultants and consulting firms, as needed, to complete aspects of the project specified in this Agreement, so long as Consultant receives prior approval from Exelon, which approval may be granted or denied in the sole and absolute discretion of Exelon. In such instances, subcontractor costs and expenses will be included in monthly invoices, without mark-up, submitted by Consultant to Exelon.

10. Confidentiality of Information.

a. Definition.

The term "Confidential Information" shall mean all Exelon employee information and records, all customer information, and all information or enhancements which relate to past, present, and future research, development and business activities of Exelon and its affiliates, including the inventions, discoveries, formulas, processes, devices, methods, compositions, compilations, system plans, flow charts, source code, algorithms, procedures and data and other proprietary information of Exelon.

Confidential Information shall also include the confidential information of third parties in the possession of Exelon.

- b. Exclusions. Confidential Information shall not include:
 - 1. Information lawfully known to Consultant prior to the performance of such Services other than through other work with or for Exelon; or
 - 2. Information that is publicly disclosed through no act of Consultant or any of Consultant's employees, or subcontractor's, either prior or subsequent to Exelon's disclosures of such information to Consultant.

 - c. Consultant's Obligations. During the term of this Agreement and thereafter, except as Exelon may authorize in writing, Consultant shall and shall cause its employees and Subcontractors to:
 - 1. Treat and cause to be treated as confidential all Confidential Information;
 - 2. Use Confidential Information only in connection with the performance of Services pursuant to this Agreement;
 - 3. Make copies of any tangible embodiment of Confidential Information only as necessary for the performance of such Services;
 - 4. Remove any tangible embodiment of Confidential Information from the premises of Exelon only with the express permission of Exelon; and
 - 5. Return any or all tangible embodiments of Confidential Information to Exelon promptly following the request of Exelon, and in any event upon completion of Services pursuant to the Agreement.

 - d. Disclosure Pursuant to Court Order. Notwithstanding the foregoing, Consultant may disclose Confidential Information to the extent that disclosure is required by a court or other governmental agency of competent jurisdiction, provided that Consultant shall provide notice to Exelon of the request for such disclosure promptly upon receiving it.

 - e. Irreparable Harm. Consultant acknowledges that the breach of any of the covenants contained in this Section 10 will result in irreparable harm and continuing damages to Exelon and Exelon's business, and that Exelon's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Exelon at law or in equity in the event of any such breach, Exelon may seek in any court of competent jurisdiction an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or
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threatened breach of any such covenant, including, but not limited to, an injunction restraining Consultant from disclosing, in whole or in part, any Confidential Information. Consultant shall pay all of Exelon's costs and expenses, including reasonable attorneys' fees and accountants' fees, incurred in enforcing such covenants.

11. Comparable Services. During the term of this Agreement, Consultant shall not, directly or indirectly, gratuitously or for compensation, on its own account or for any person, firm, or other business entity except Exelon or its affiliated companies compete with or aid any other entity with similar or like service as Exelon or its affiliates unless Exelon provides specific consent.

12. Indemnification.

- a. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend upon request, and hold harmless Exelon against all losses, claims, damage, expense (including attorneys' fees and costs) and liabilities sustained or incurred by Exelon to the extent arising out of or related to any act, omission, conduct, negligence or default by Consultant or a subcontractor or their respective employees or agents. Consultant shall further, to the fullest extent permitted by law, indemnify, defend Exelon upon request, and hold Exelon harmless against any loss sustained or incurred by Exelon (including attorneys' fees and expenses) for any breach or nonperformance by Consultant or its subcontractors of any portion of this Agreement. Exelon's right to indemnification shall specifically include loss or damage to Exelon's property. Exelon's right to indemnification under this Article shall include, but not be limited to all loss or expense associated with legal fees and/or expense associated with obtaining legal advice, prosecuting or defending any legal claim regarding insurance coverage, breach of this Agreement, contractual indemnity under this Agreement, or defense of any lawsuit filed by anyone for any claim relating either directly or indirectly to the work.
- b. Limitations on Indemnity.
To the extent any state or other applicable law may prohibit any application of all or any part of this indemnity obligation, it is the intent of the parties that this clause is severable, and that this clause be construed to impose the indemnity obligation in all circumstances, applications, and situations to the fullest extent permitted by Law. Exelon's right to indemnity under this Article shall not extend to those losses sustained by Exelon which Consultant obtained insurance has actually fully reimbursed and indemnified Exelon.
- c. Indemnification for Claims by Governmental Authorities.
Consultant agrees to indemnify, hold harmless, and upon request, defend Exelon and its officers, directors, employees, agents, representatives,

subsidiaries, successors, and assigns, from any claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys' fees and court costs) for claims by governmental authorities or others (including Consultant's subcontractors and the employees of Consultant, said subcontractors, or Exelon) of any actual or asserted failure of Consultant to comply with any law, ordinance, regulation, rule or order of any governmental or quasi-governmental body, including without limitation actual or asserted failure of the Consultant to pay taxes, duties, or fees, or to comply with employee safety orders, safe place, or employment laws, or for any claims asserted against Exelon alleging that Exelon is an employer, co-employer or joint employer of any Consultant personnel or its subcontractors' personnel .

d. Survivability.

The provisions of this Section 12 shall survive termination of the Agreement.

13. Taxes. Except for state sales or use taxes that apply to this purchase, price is inclusive of any and all taxes, fees, excises, and charges which are now or hereafter imposed by federal, state, municipal or local public authority with respect to the prices set forth, and Exelon shall not be required or obligated to reimburse Consultant for any taxes or similar expenses which may arise or be incurred in connection with this Agreement.

14. Dispute Resolution.

a. Step Negotiations.

The parties shall attempt in good faith to resolve all disputes under this Agreement ("Disputes") promptly by negotiation as follows. Any party may give the other party written notice of any Dispute not resolved in the normal course of business. Executives of both parties at levels one level above the individuals who have previously been principally involved in the Dispute shall meet at a mutually acceptable time and place within 10 days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. If the matter has not been resolved within 30 days from the referral of the Dispute to senior executives or if no meeting of senior executives has taken place within 15 days after such referral, either party may initiate such legal action as it deems appropriate. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least 3 days notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section 14.a are confidential and protected from subsequent testimonial disclosures, and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

b. Work to Continue.

In the case of any Dispute, Consultant shall continue to perform the Services pending final determination of the Dispute, and Exelon shall continue to make payments to Consultant in accordance with the Agreement for those portions of the Services completed that are not the subject of Dispute.

15. Insurance. Consultant shall provide and maintain in effect, at its sole cost and expense, during the performance of any Services under this Agreement minimum insurance coverage with carriers authorized to conduct business in the State in which the Services are to be done and otherwise satisfactory to Exelon including: (a) Workers' compensation insurance with statutory limits as required by the State in which the Services are to be performed, (b) employers' liability insurance with limits of not less than \$500,000 each accident for bodily injury by accident, each employee for bodily injury by disease, and policy, (c) Commercial General Liability insurance (with coverage consistent with ISO Form CG 00 01 12 07 or its equivalent) with a limit of not less than one million dollars (\$1,000,000.00) per occurrence and aggregate. CGL insurance includes coverage for claims against Exelon for injuries to Consultant or its subcontractors; (d) automobile liability (including coverage for claims against Exelon for injuries to Consultant or its subcontractors) for owned, non-owned, and hired autos with a limit of not less than \$1,000,000 per accident. The liability limits under Sections 15 (a) (b), (c) and (d) may be met with any combination of primary and Excess or Umbrella Insurance policy limits. If any policy is written on a claims made basis, the retroactive date may not be advanced beyond the date of this agreement and coverage shall be maintained in full force and effect for 2 years after the date Exelon accepts the Services, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the parties. Consultant shall be responsible for any deductibles or self-insured retentions applicable to the insurance provided in compliance with this Section 15. To the extent permitted by applicable law, all above-mentioned insurance policies shall: (1) be primary and non-contributory to any other insurance carried by Exelon; (2) contain standard cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; (3) waive of all rights of subrogation which Consultant and Consultant's insurance carrier might exercise against Exelon; (4) not require contribution before any excess or umbrella liability coverage will apply; (5) have ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificate of Insurance); (6) not include any endorsement limiting coverage available to Exelon which is otherwise required by this Section 15. All liability insurance policies shall name Exelon, its officers, directors, employees, agents, representatives, affiliates, subsidiaries, successors, and assigns, as additional insureds, shall be primary to any other insurance carried by Exelon, and shall provide coverage consistent with ISO Form CG 2026 (11/85), or the combination of ISO Form CG20100704 and CG20370704, or their equivalents, and shall maintain the required coverages (including but not limited to coverage for claims against Exelon for injuries to Consultant or its subcontractors), for a period of not less than three (3) years from the date Exelon accepts the Services. Consultant shall provide evidence of the

required insurance coverage and file with Exelon a Certificate of Insurance acceptable to Exelon prior to commencement of the Services.

16. Nondiscrimination and Affirmative Action.

Consultant shall, unless exempt, comply with the federal regulations pertaining to nondiscrimination and affirmative action (generally part 60-1 of Title 41 of the Code of Federal Regulations), including the following: (i) Affirmative Action Compliance Program (41 CFR 60-1.40); (ii) Affirmative Action - Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.4); (iii) Affirmative Action - Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans (41 CFR 60-300.4) (iv) Affirmative Action - Handicapped Workers (41 CFR 60-741.4); (iv) Equal Opportunity (41 CFR 60-1.4); (v) Employer Information Report SF-100, annual filing (41 CFR 60-1.7); (vi) Fair Labor Standards Act of 1938, as amended; (vii) Prohibition of Segregated Facilities (41 CFR 60-1.8); (viii) Small Business Concerns, Small Disadvantaged Business Concerns, and Women Owned Business Concerns (48 CFR Chapter 1, Subpart 19.7); and (ix) union-related postings and contract clause requirements under Executive Order 13201 (29 CFR, part 470), Executive Order 13496, or other applicable Law. Consultant shall also comply, unless exempt, with any applicable state laws pertaining to nondiscrimination and affirmative action.

17. No Third-Party Beneficiary. No provision of the Agreement is intended or shall be construed to be for the benefit of any third party (other than a joint owner of a plant or facility, whether as a tenant in common or otherwise).

18. Notices. Any notice pertaining to this Agreement shall be in writing and sent via facsimile transmittal, registered or certified mail (postage prepaid) or by commercial overnight courier, to party's representative as appropriate, at their respective address. Notices shall be effective only when received.

19. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements, or understanding, written or oral, relating to the subject matter hereof.

20. Amendment. This Agreement may be amended from time to time by the parties hereto; provided, however, any such Amendment shall be evidenced by a written instrument which shall be attached hereto and made a part hereof.

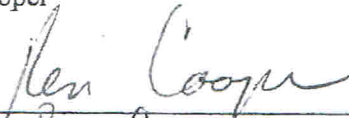
21. Assignment. This Agreement may not be assigned by the Consultant without the prior written approval of Exelon.

22. Heading. The headings of paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any provision of this Agreement.

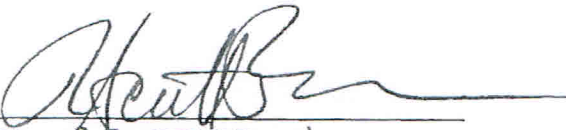
23. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Resi Cooper

By: 
Name: Resi Cooper
Title: Principal

Exelon Business Services Company, LLC

By: 
Name: RESCOTT BROWN
Title: VICE PRESIDENT