



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.

Marc S. Alessi  
Shelter Rock Strategies LLC  
300 Garden City Plaza, 5th Flr.  
Garden City, NY 11530  
(516) 294-4000

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

Marc S. Alessi is a registered lobbyist with the Secretary of Senate, Clerk of the House of Representatives, NYS Joint Commission on Public Ethics, Nassau County, Suffolk County and the City of New York.

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

Client: Vapor Technology Association  
Tel #: (217) 544-6500  
Address: 600 New Hampshire Avenue NW, Ste. 630, Washington, DC 20037

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.

Vapor Technology Association - Confront legislative initiatives to define, tax, regulate and/or ban vapor products and respond to these legislative initiatives.

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

Nassau County Legislature, Nassau County Executive's Office and Town of Hempstead.

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. Within 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:

N/A

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: 9-18-19

Signed:

Marc Alessi

Print Name:

Marc Alessi

Title:

Partner

**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 but 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.**

# VTA

VAPOR TECHNOLOGY  
ASSOCIATION

This engagement letter sets forth the terms and conditions of the consulting agreement hereby entered into between the undersigned parties and describes the professional services we will provide you in connection with this engagement (hereinafter, the "Agreement").

1. Recitals: The Vapor Technology Association (the "Association" or "Client") agrees to engage the services Shelter Rock Strategies ("Consultant") for the purposes of state-level governmental affairs consulting. For the purposes of this Agreement, the business address of the Vapor Technology Association shall be 600 New Hampshire Avenue, NW, Suite 630, Washington, D.C. 20037. The business address of Shelter Rock Strategies shall be 300 Garden City Plaza, 5<sup>th</sup> Floor, Garden City, New York, 11530.

2. Scope of Engagement: The Association is confronting legislative initiatives to define, tax, regulate and/or ban vapor products in units of local government in New York, including, Nassau County, Hempstead Town, and Suffolk County, New York and needs to respond to these legislative initiatives in order to preserve and protect the market for vapor products (the "Issue"). Consultant will work with Client to provide local-level governmental affairs advice related to the Issue; will meet with policy makers in an effort to educate about the Client and the benefit's Client's industry brings to the county; will assist the Client in drafting and proposing amendments to introduced bills as well as in identifying sponsors and supporters for aforementioned ordinances and amendments pending before the county; will provide continuous presence in the county and communicate on behalf of the Client with elected officials, staff, and the Executive office on issues pending before the county; will provide Client with real-time developments regarding any priorities; including, any relevant information gathered from meetings, hearings and/or discussions and other services which may be mutually agreed upon by the parties herein (the "Services").

3. Term: The term of this engagement shall extend from September 1, 2019 until December 31, 2019 from the date of such execution (the "Term"), unless sooner terminated by either party upon thirty (30) days written notice.

4. Reporting: Consultant will provide regular written reports on Consultant's activities, progress, accomplishments, and/or any difficulties confronted during the Term on a weekly basis. Consultant will make itself available to meet with Client upon Client's reasonable request to discuss progress and strategy related to the Services.

5. Fees: The Association has agreed to pay Consultant \$5,000 per month during the Term of this Agreement. Invoices shall be paid within 30 days of receipt by Client. Consultant shall invoice

Client in the first 5 (five) days of each month for that month's fee. If this Agreement is terminated by either party prior to the end of the Term, the Client shall be responsible for pro-rated fee for services provided by the Consultant through the date of termination.

6. Expenses/Costs: Client will be required to pay all reasonable charges that Consultant incurs in the course of this representation and will be responsible for reimbursing Consultant for actual costs advanced on the Client's behalf, unless otherwise expressly stated in this Agreement. These charges include, but are not limited to, travel, airfare, lodging, meals, transportation, parking, automobile rental, copying, and lobbyist registration and compliance for Client and/or Consultant (if necessary). Client will not be responsible for any charge in excess of \$200 unless it has previously approved such expense.

7. Manner of Payment: Invoices will be submitted electronically to VTA's Treasurer [choward@ealternativesolutions.com](mailto:choward@ealternativesolutions.com) and [cavent@ealternativesolutions.com](mailto:cavent@ealternativesolutions.com) with a copy Tony Abboud at [abboud@vaportechology.org](mailto:abboud@vaportechology.org) unless otherwise directed by Client.

8. Status as Independent Contractor: This Agreement shall not constitute, create or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of the parties hereto. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein. Consultant shall collaborate with Client on the performance of Services but shall assume sole responsibility for determining the manner and means of performance hereunder.

a. Ineligible for Employee Benefits: Consultant shall not be eligible for any benefit available to employees of Client, including, without limitation, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

b. Payroll Taxes: No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Consultant under this Agreement. Consultant agrees to pay all state and federal taxes and other levies and charges due on account of monies paid to Consultant hereunder.

9. Proprietary Information: Consultant acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Client including, but not limited to, information concerning Client's operation, customers, business and financial condition, and business strategies, as well as information with respect to which Client have an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Client agrees to identify Proprietary Information which much be kept confidential and Consultant hereby agrees not to disclose to anyone, or to use or let other use, for any purpose whatsoever, any Proprietary Information acquired in the course of performing under this Agreement without prior authorization from Client.

10. Choice of Law: All of the rights and obligations arising under or related to this Agreement shall be governed by the laws of the District of Columbia.

11. Notice: Any notice required under this Agreement will be in writing and will be

delivered by personal service or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the addresses for each party as represented in this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

12. Confirmation of Agreement: This Agreement contains the entire agreement and understanding of Client and Consultant with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. By signing below, the undersigned confirms his authority to enter into this Agreement on behalf of and for the benefit of Client. If the foregoing is agreeable, please acknowledge your understanding and agreement by signing and returning a copy of this letter, which shall control all obligations set forth herein except as may subsequently be agreed upon in writing.

The parties have executed this Agreement on the dates recited below:


**Shelter Rock Strategies**

By:   
Consultant

Title: \_\_\_\_\_

Date: 9-11-19

**Vapor Technology Association**

By: 

Title: PRESIDENT

Date: 9/16/2019