



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.

Park Strategies, LLC; 101 Park Avenue, Suite 2506; New York, NY; 10178; (212) 883-5608

Alfonse D'Amato, Armand D'Amato, Christopher D'Amato, Jeffery Lovell, William McGahay, Ryan Moses, Joseph Rossi

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

New York State - NYS Joint Commission on Public Ethics  
New York City - Clerk of NY, Lobbying Bureau  
US Senate  
US House of Representatives  
Nassau County  
Suffolk County

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

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See attached

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.**

See attached

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

Nassau County: Executive, Comptroller, Attorney, Legislature, Department of Public Works, Health Department, University Medical Center/Health Care Corp., Office of Shared Services, Department of Information Technology, Interim Finance Authority, Probation Department

## NASSAU COUNTY CLIENT & ACTIVITY LIST 2021

- (a) Address and telephone numbers of clients
- (b) Lobbying activity conducted, or to be conducted, in Nassau County

### (1) Microsoft

- a. 901 K Street NW, Washington D.C., 20001, (212) 263-5900
- b. Facilitate meetings with County representatives and County legislators to discuss software and information technology services and solutions

### (2) Nassau Health Care Corporation

- a. 2201 Hempstead Turnpike, East Meadow, NY 11445, (516) 572-2800
- b. Facilitate meetings with County representatives and County legislators to discuss provisions of healthcare services, funding for healthcare services, and real estate development.

### (3) Nassau Regional Off-Track Betting Corporation

- a. 139 Liberty Avenue, Mineola, NY 11501, (516) 572-2800
- b. Facilitate meetings with County representatives and County legislators to discuss racing, wagering and operation of VLT's at OTB parlors.

### (4) South Nassau Communities Hospital

- a. One Healthy Way Oceanside, NY 11572 (516) 632-3093
- b. Facilitate meetings with County representatives related to provisions of hospital based health care services, health care facilities and technologies, public funding of health care services, Medicaid and Medicaid related funding issues.

### (5) Benchmark Senior Living

- a. 201 Jones Road, Suite 300 West, Waltham, MA 02451, (781) 489-7114
- b. Obtain local government approvals to construct and operate assisted living facilities.

### (6) Nassau HUB Master

- a. 625 RXR Plaza, Uniondale, NY 11556 (516) 506-6777
- b. Advocacy in front of the Office of the County Executive and County Legislature in support of the Nassau HUB redevelopment initiative.

### (7) Nextera Energy Resources, LLC

- a. 700 Universe Boulevard, Juno Beach, FL 33418, (561) 304-6751
- b. Support for energy storage projects.

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:

Nassau County Republican Committee Curran for Nassau
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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: 01/15/2021

Signed:



Print Name:

Christopher D'Amato

Title:

EVP & General Counsel

**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.

Jay Summerson  
Microsoft Corporation  
54 State Street, 7th Floor  
Albany, NY 12207

Tel 518-368-8805



January 7, 2021

William McGahay  
Park Strategies  
125 State Street  
Albany, New York 12207

Dear Mr. McGahay,

This is to confirm that Microsoft Corporation has retained Park Strategies to provide government relations representation and related work before local governments in New York State effective January 1, 2021 – December 31, 2021 for a fee of \$4,000 a month. The terms of this retainer are included in the contract signed by Microsoft Corporation and Park Strategies.

Sincerely,

A handwritten signature in blue ink that reads "Jay Summerson". The signature is fluid and cursive, with the first name "Jay" written in a large, stylized loop.

November 21, 2019

Park Strategies, Inc.  
50 Charles Lindbergh Boulevard, Suite 601  
Uniondale, NY 11556  
Attn: Mr. Armand P. D'Amato, Partner & Managing Director

Dear Mr. D'Amato:

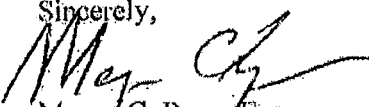
I am writing to you on behalf of Nassau Health Care Corporation a/k/a NuHealth ("NuHealth") in connection with our agreement with Park Strategies, LLC ("CONTRACTOR") which commenced on August 15, 2011 (the "Agreement"), as such has been amended from time to time, concerning the provision of Lobbying Services.

As discussed, effective as of August 15, 2020, the parties have mutually agreed to extend the Agreement for a period of three (3) additional years (the "Extended Term") on the same terms and conditions set forth therein except as specifically amended as follows:

- The comprehensive fee to be paid to CONTRACTOR for services performed during the Extended Term shall be Twenty Thousand (\$20,000) Dollars per month.
- Reimbursement for expenses incurred by CONTRACTOR during the Extended Term may not exceed a total amount of Twenty Thousand (\$20,000) Dollars per contract year.
- Consistent with the above, the not-to-exceed limitation on total payments that may be made to CONTRACTOR under the Agreement shall be increased by Seven Hundred Eighty Thousand (\$780,000) Dollars.

Please indicate CONTRACTOR'S acceptance of and agreement with the terms and conditions contained herein by having an authorized representative of CONTRACTOR sign the enclosed copy of this letter in the space indicated below and returning same to the Office of Legal Affairs.

Sincerely,

  
Megan C. Ryan, Esq.  
Executive Vice President, General Counsel

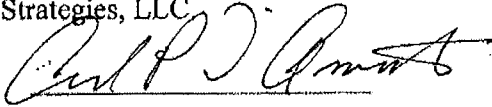
ACCEPTED AND AGREED TO THIS 2 DAY OF Dec, 2019:

Park Strategies, LLC

By:

Name:

Title:

  
ARMAND D'AMATO  
MANAGING PARTNER, PARK STRATEGIES LLC

# PARK STRATEGIES, LLC

December 21, 2020

VIA ELECTRONIC MAIL

Arthur T. Walsh  
General Counsel & Corporate Secretary  
Nassau Regional Off-Track Betting Corporation  
139 Liberty Avenue  
Mineola, New York 11501

Extension of Consulting/Lobbying Agreement

Dear Mr. Walsh:

By this letter, Nassau Regional Off-Track Betting Corporation ("Client") hereby expressly authorizes Park Strategies, LLC ("Consultant") to engage in lobbying activity on its behalf until December 31, 2022. This extension is subject to the terms and conditions of the consulting agreement between the parties, dated December 23, 2009. As such, Client authorizes the Consultant to represent Client before the legislative, executive, and administrative branches of government within the State of New York during said period.

Client and Consultant further represent that Consultant's compensation for any such lobbying activity undertaken; on Client's behalf during this time shall be \$8,000 per month. No additional compensation shall be paid to Consultant for such lobbying activity.


Please sign this letter indicating your acknowledgement and acceptance of the statements made herein and return it to me.

Sincerely,



Armand P. D'Amato  
Managing Director

By:

  
Arthur T. Walsh  
General Counsel & Corporate Secretary

Date:

12-22-20



# PARK STRATEGIES, LLC

August 19, 2019

Richard J. Murphy  
President and Chief Executive Officer  
Mount Sinai South Nassau  
One Healthy Way  
Oceanside, NY 11573

Dear Mr. Murphy,

This Agreement by and between Mount Sinai South Nassau ("Client") and Park Strategies LLC ("Consultant") relates to consulting and lobbying services rendered or to be rendered by Consultant as an advisor to Client with respect to business development, government relations and strategic planning at the Federal, State and Local level. This agreement supersedes all prior consulting agreements and extension. Client hereby expressly authorizes Consultant to engage in lobbying activity before the administrative, executive and legislative branches of government of Nassau County and the State of New York, and its political subdivisions during the term of this Agreement.

The effective term of this Agreement shall commence as of July 1, 2019 and shall continue until June 30, 2021. This term may be extended pursuant to the mutual written agreement of the parties. Consultant and Client each have the unilateral right to terminate the Agreement, for any reason whatsoever, upon thirty (30) days written notice to the other party via the contact information contained herein.

In consideration of such aforementioned consulting services rendered or to be rendered Client shall pay Consultant \$10,000 per month during the effective term of the Agreement. Said monthly fee shall be due and payable on the 1<sup>st</sup> day of each month, with the exception of the first monthly fee, which is due upon execution of this Agreement. For purposes of allocation \$5,000 of said monthly fee shall be the compensation paid for State, and Local lobbying services furnished by Consultant.

All information which the Consultant presently has or which may come into Consultant's possession during the effective term of the Agreement relative to the business activities of Client or its Clients which is of a secret or a confidential nature is and shall remain the property of Client. Consultant shall not, during the effective term of the Agreement, disclose to others or use for the benefit of others or itself and such information so long as such information is of a secret or confidential nature.

August 19, 2019

Page 2 of 2

If consultants shall be subject to any claim, demand, or penalty or become party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Client, or by reason of any act occurring in connection with the provisions of services hereunder, the Client shall remain indemnify and hold Consultant harmless against all judgements, settlements, penalties and expenses, including but not limited to, attorney fees, court costs, and other expenses of litigation or administrative proceedings, incurred or imposed on Consultant in connection with the investigation or defense relating to such claims, litigation or administrative proceedings. At the election of Consultant, Client shall also defend Consultant against such suit, or other judicial, or administrative proceedings.

This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. This Agreement constitutes the entire agreement of the parties and may be changed or modified only in writing signed by both parties in accordance with its terms.

IN WITNESS WHEREOF, if the above is consistent with your understanding of the Agreement between Client and Consultant, please sign below and return to undersigned.

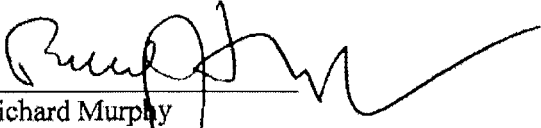
Very Truly Yours,



Armand D'Amato  
Managing Director

Agreed to and accepted by:  
Mount Sinai South Nassau

By: \_\_\_\_\_



Richard Murphy  
President and Chief Executive Officer

# PARK STRATEGIES, LLC

AUGUST 29, 2019

**VIA ELECTRONIC MAIL**

New York State Joint Commission on Public Ethics  
540 Broadway  
Albany, New York 12207

ATTN: Program Operations – Name Change Amendment

Effective July 1, 2019, the name of our registered client, SOUTH NASSAU COMMUNITIES HOSPITAL (LRO1811574) should be as follows:

- MOUNT SINAI SOUTH NASSAU

Please advise if you require any further information with respect to this change of name.

Sincerely,



Christopher D'Amato  
EVP & General Counsel

**AGREED TO AND ACKNOWLEDGED:**

Mount Sinai South Nassau

By: 

Richard J. Murphy  
President and Chief Executive Officer

Date: 9/9/19

**SECOND AMENDMENT to**  
Agreement, dated October 4, 2018,  
between  
Park Strategies, LLC and Nassau Hub Master Developer LLC

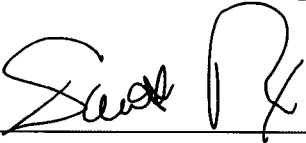
The undersigned, desiring to amend the agreement, dated October 4, 2018, between Park Strategies, LLC and Nassau Hub Master Developer LLC (the "Agreement"), do hereby agree and certify as follows:

The term of the Agreement shall continue and be in full force and effect for an additional period of one (1) year, such that the term of the Agreement shall continue from October 6, 2020 until termination on October 6, 2021.

Except as amended above, the Agreement shall remain unchanged and continue in full force and effect. Such amendment to the Retainer Agreement is made, entered into and effective as of October 19, 2020.

Very truly yours,

**Nassau Hub Master Developer LLC**

By: 

Name:

Title: Authorized Person

Accepted and agreed to by:

**Park Strategies, LLC**

By: 

Name: Christopher D'Amato

Title: EVP & General Counsel

# PARK STRATEGIES, LLC

March 27, 2019

## VIA ELECTRONIC MAIL

Sarah Laffey  
Senior Vice President of Investments  
Benchmark Senior Living LLC  
201 Jones Road, Suite 300 West  
Waltham, MA 02451

### Lobbying Authorization Letter

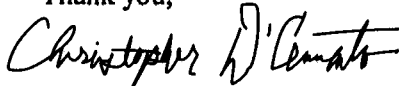
Dear Ms. Laffey:

By this Authorization of Lobbying Services (herein after the "Agreement"), BENCHMARK SENIOR LIVING LLC ("Client") hereby expressly authorizes PARK STRATEGIES, LLC ("Consultant") to engage in lobbying activity on its behalf before the administrative, executive, and legislative branches of government in the State of New York and its political subdivisions, during the effective term of this Agreement.

The effective term of this Agreement shall commence as of the date that it is fully executed and shall continue until revoked by Client. Client and Consultant further represent that Consultant's compensation for any such lobbying activity undertaken on Client's behalf during the effective term of the Agreement shall be \$10,000 per month.

If the above is consistent with your understanding of the Agreement between Client and Consultant, please sign below and return to the undersigned.

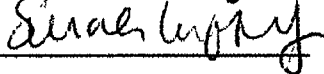
Thank you,



Christopher D'Amato  
Executive Vice President & General Counsel

### AGREED TO AND ACCEPTED BY:

Benchmark Senior Living LLC

By: 

Sarah Laffey

**SECOND AMENDMENT  
TO  
CONTRACT FOR SERVICES**

**THIS SECOND AMENDMENT TO CONTRACT FOR SERVICES** (the "Second Amendment") effective as of April 1, 2020 between **NextEra Energy Resources, LLC** (the "Client"), 700 Universe Boulevard, Juno Beach, FL 33408, and **Park Strategies, LLC** (the "Consultant"), 101 Park Avenue, Suite 2506, New York, NY 10178. Client and Consultant are jointly referred to herein as the "Parties".

**WHEREAS**, the Parties entered into a Contract for Services effective as of April 1, 2018 (the "Contract");

**WHEREAS**, The Parties entered into the First Amendment on April 1, 2019; and

**WHEREAS**, the Parties now desire to enter into this Second Amendment to extend the contract in the manner set forth below.


**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- (1) Section 1, Term of Contract is deleted in its entirety and replaced with the following: The term of this Agreement shall commence on April 1, 2019 and shall remain effective through March 31, 2021.
- (2) Statement of Work, Section II, TERM, is deleted in its entirety and replaced with the following: The term of this SOW shall commence on April 1, 2019 and shall terminate on March 31, 2021
- (3) Except as expressly amended hereby, all remaining provisions of the Contract shall remain unchanged and in full force and effect.
- (4) This Second Amendment may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

***[Remainder of page intentionally left blank -- next page is signature page]***

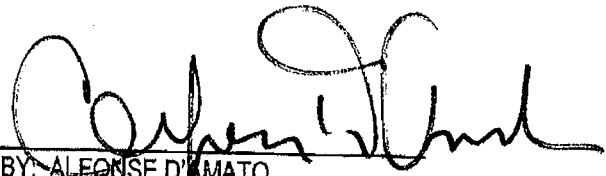
IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives.

NEXTERA ENERGY RESOURCES, LLC

  
BY: JOHN DI DONATO  
TITLE: VICE PRESIDENT

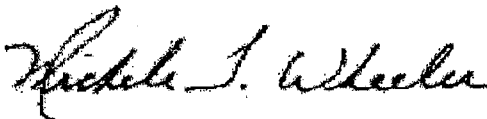
DATE: March 19, 2020

PARK STRATEGIES, LLC

  
BY: ALEONISE D'AMATO  
TITLE: Founder & Managing Director

DATE: 3/19/2020

NEXTERA ENERGY RESOURCES, LLC

  
BY: MICHELE T. WHEELER  
TITLE: Vice President, Regulatory  
& Political Affairs

DATE: 3/19/2020