



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:

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:

See attached

NASSAU COUNTY CLIENT & ACTIVITY LIST 2021 - AMENDMENT 06/15/2021

(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.

NASSAU COUNTY CLIENT & ACTIVITY LIST 2021 - AMENDMENT 06/15/2021

(8) MV Transportation, Inc.

a. 2711 N. Haskell Ave., Suite 1500, LB-2, Dallas, TX 75204

b. Legislation impacting provision of transportation services.

(9) Pat's Farms Garden Center, Inc.

a. 1142 Merrick Avenue, North Merrick, NY 11566, (516) 481-5525

b. Zoning and permitting for new property.

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: 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

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: June 14, 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.

PARK STRATEGIES, LLC

April 27, 2021

VIA ELECTRONIC MAIL

Pasquale Tuosto, President
Pat's Farms Garden Center, Inc.
1142 Merrick Avenue
North Merrick, NY 11566
Email: Pats_farms@yahoo.com

Government Relations Services Agreement

Dear Mr. Tuosto:

This Government Relations Services Agreement (hereinafter the "Agreement") is between Pat's Farms Garden Center, Inc. ("Client") and Park Strategies, LLC ("Consultant") and relates to government relations services rendered by Consultant on behalf of Client in New York State.

The effective Term of this Agreement shall commence as of May 1, 2021 and continue for a period of twelve (12) months. This term may be amended pursuant to the mutual written agreement of Client and Consultant. Client and Consultant each has the unilateral right to terminate this Agreement upon sixty (60) days written notice.

In consideration of such aforementioned consulting and lobbying services to be rendered, Client shall pay to Consultant \$5,000 per month during the effective term of this Agreement. Said monthly fee shall be due and payable by the 1st day of each month following invoice by Consultant to Client, *with the exception of the first monthly fee, which is due upon the full execution of this Agreement.*

Client shall reimburse Client for any lobbying registration filing fees that it may incur during the course of the engagement. Such disbursements and expenses may be included on our regular invoice or submitted separately. Consultant reserves the right to terminate our representation of Client if any bill remains outstanding for more than thirty (30) days. Payment instructions will be provided along with this Agreement.

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

If Consultant shall be subject to any claim, demand or penalty or become a 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 provision of services hereunder, the Client shall indemnify and hold Consultant harmless against all judgments, settlements, penalties and expenses, including attorneys fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on Consultant in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and, at the election of Consultant, Client shall also defend Consultant.

In accordance with the New York State Lobbying Act, we are required to register this Agreement with the Joint Commission on Public Ethics. As a client retaining a lobbyist, you will be required to file Client Semi-Annual Reports with JCOPE during January and June of each year. Consultant will provide information and guidance to assist you in complying with your disclosure obligations at no additional cost. *We need to be in receipt of a fully executed Agreement before we are able to lobby on your behalf.*

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.

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

Pat's Farms Garden Center, Inc.
1142 Merrick Avenue
North Merrick, NY 11566

Park Strategies, LLC
101 Park Avenue, Suite 2506
New York, NY 10178

By: 
Pasquale Tuosto
President

By: 
Christopher D'Amato
EVP & General Counsel

Date: 4/27/21

Date: 04/27/2021