

#### 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.

Praxis Public Relations, Inc.
69 Chichester Road
Huntington, NY 11743
631.423.8300
Lobbyist: Paul J. Tonna

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

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

UE 839 New York Avenue LLC
210 Route 4 East
Paramus, NJ 07652
(201) 571-3513
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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.
Provide governmental consulting services and networking with relevant municipalities
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5. The name of persons, organizations or governmental entities before whom the lobbyist
expects to lobby:
Nassau County, Suffolk County and New York State Executive Offices, Legislatures,
Elected Officials, Depts of Labor, Depts of Health, Depts of Consumer Affairs, Depts of
Public Works, Depts of Transportation, Depts of Environmental Conservation,
Controllers' Offices, Long Island Towns, Long Island Villages, MTA

- 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:

Laura Curran, County E	Executive	

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: 3/11/21	Signed:	22
	Print Name:	Paul 9. Tonna
	Title:	Praxis Public Relations, Presiden

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.



### PRAXIS PUBLIC RELATIONS, INC.

### **AND UE 839 NEW YORK**

# AVENUE LLC CONSULTANT AGREEMENT

This letter constitutes the agreement ("Agreement") whereby UE 839 NEW YORK AVENUE LLC ("CLIENT") agrees to retain PRAXIS PUBLIC RELATIONS, INC. ("PRAXIS") to perform certain consulting and related public relations work as defined herein on behalf of CLIENT.

The agreement between **CLIENT** and **PRAXIS** shall begin **February 1, 2021** and may be terminated by **CLIENT** upon thirty (30) days' written notice to **PRAXIS**.

In consideration of the services to be provided by PRAXIS to CLIENT, CLIENT agrees to pay Praxis a monthly stipend of \$6,000 to be billed by Praxis and due thirty (30) days after CLIENT's receipt of PRAXIS monthly invoice. \$1,000 of this monthly payment will be allocated for lobbying activities. Monthly payments shall be sent to: Paul Tonna, Praxis Public Relations, Inc., 69 Chichester Road, Huntington, New York 11743. In no event shall CLIENT, be liable for interest, penalties, expenses or attorneys 'fees for late payment. PRAXIS shall provide CLIENT with detailed statements of any monies used by PRAXIS, including lobbying activities.

In addition to the above, **CLIENT** agrees to reimburse **PRAXIS** for any reasonable out-of-pocket expenses, at **PRAXIS**' direct and actual cost, which may be incurred in connection with the performance of this Agreement and subject to reimbursement **only when authorized** and approved in advance and in writing by **CLIENT**. **PRAXIS** does not anticipate any reimbursable expenses, except when requested by **CLIENT**.

It is agreed and understood between **CLIENT** and **PRAXIS** that this relationship, as defined herein, is that of an independent contractor and that it does *not* involve an employer/employee relationship in any manner.

PRAXIS will be compensated during the duration of this agreement by CLIENT based on the following terms:

- 1. It is expected that **PRAXIS** will provide consulting and related services to **CLIENT** in connection with, but not limited to, the following services and activities ("Services"):
  - a. Assist in increasing **CLIENT'S** visibility, networking and positive name recognition with Long Island based municipalities (state, counties, towns, villages, utilities, etc.);
  - Assist in increasing CLIENT'S visibility, networking and positive name recognition with Long Island based construction and land-use development construction consulting firms (e.g. architectural, civil, environmental, and traffic firms);
  - c. Assist in increasing **CLIENT'S** visibility, networking and positive name recognition within Long Island based building and construction companies/organizations (i.e. general contractors, construction managers, construction labor unions;
  - d. Assist CLIENT in creating, managing, evaluating project related external communications upon request;
  - e. Assist **CLIENT** in developing a strategic approach to marketing its products/services within the Long Island municipal (counties, towns, villages, energy utilities, etc.), construction, business and local communities;
  - f. Provide, when requested by CLIENT municipal and community-based research;

- g. Meet on a regular basis, as required by **CLIENT**, with the designated representatives of **CLIENT** to discuss, problem solve and design an action plan regarding all issues related to the goals of **CLIENT** in the Long Island marketplace;
- h. Assist in marketing efforts, labor relations, press relations, etc. on behalf of CLIENT when requested.

**PRAXIS** will register and act as a lobbyist for **CLIENT** in Nassau County, Suffolk County and New York State. **PRAXIS** will assist **CLIENT** in completing their portion of the lobbying registration and shall assist **CLIENT** with completing and filing the forms attached hereto as **Exhibit A**, along with any other forms required in connection with **PRAXIS'** Services under this Agreement.

**PRAXIS** shall not, without **CLIENT'S** prior written consent on each occasion, release or disclose any information relating to **CLIENT** that it learns in the course of its services hereunder and that are not generally known to the public to anyone, except as authorized by **CLIENT**.

**PRAXIS** shall provide the Services in accordance with the degree of skill and care exercised by first class consultants providing services for projects of comparable size, complexity and other characteristics as the Services being provided pursuant to this Agreement.

If this letter satisfactorily outlines our understanding, please sign and return one copy.

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\_\_ Date: 01/13/2021

By: PAUL TONNA, PRAXIS PUBLIC RELATIONS INC.

Accepted:

**UE 839 NEW YORK AVENUE LLC** 

By: UE Property Management LLC

Print Name: Judy Knop

Print Title: SVP Development & Construction

Date: 3/9/2021