

## **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):

Suffolk County, No	ew York State	e		

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

Aero Aggregates of North America, LLC 1500 Chester Pike
Eddystone, PA 19022 215.416.7373
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.
Assist in increasing Aero Aggregates' visibility, networking and positive name recognition with Long Island-based municipalities
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 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: 8/08/20
Signed:
Print Name: Paul J. Tonna

Title: Praxis Public Relations, President

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 AERO AGGREGATES OF NORTH AMERICA, LLC CONSULTANT AGREEMENT

This letter constitutes the agreement whereby AERO AGGREGATES OF NORTH AMERICA, LLC ("AERO AGGREGATES") agrees to retain PRAXIS PUBLIC RELATIONS, INC. ( PRAXIS") to perform certain consulting and related public relations work as defined herein on behalf of AERO AGGREGATES.

The agreement between **AERO AGGREGATES** and **PRAXIS** shall begin **SEPTEMBER 1, 2020** and may be terminated upon thirty (30) days' notice by either party.

In consideration of the services to be provided by PRAXIS to AERO AGGREGATES, AERO AGGREGATES agrees to pay Praxis a monthly stipend of \$5,000 to be billed by Praxis and due each month. \$1,000 of this monthly retainer 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 AERO AGGREGATES, be liable for interest, penalties, expenses or attorneys fees for late payment.

In addition to the above, **AERO AGGREGATES** agrees to reimburse **PRAXIS** for any out-of-pocket expenses which may be incurred in connection with the performance of this agreement and subject to reimbursement **only when authorized** and approved in advance by **AERO AGGREGATES**. **PRAXIS** does not anticipate any reimbursable expenses, except when requested by **AERO AGGREGATES**.

It is agreed and understood between **AERO AGGREGATES** 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.

It is expected that **PRAXIS** will provide consulting and related services to **AERO AGGREGATES** in connection with, but not limited to, the following services and activities ( Services"):

- a. Assist in increasing **AERO AGGREGATES's** visibility, networking and positive name recognition with Long Island based municipalities (state, counties, towns, villages, utilities, etc.);
- b. Assist in increasing **AERO AGGREGATES'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);
- Assist in increasing AERO AGGREGATES'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;
- Assist AERO AGGREGATES in problem solving and strategic planning with local municipalities, public & private organizations, civic groups, utilities, construction and labor unions, environmental groups, etc.;
- e. Assist **AERO AGGREGATES** in developing a strategic approach to marketing its products within the Long Island municipal (counties, towns, villages, energy utilities, etc.), construction and business communities;
- f. Provide, when requested by **AERO AGGREGATES** research regarding mutually agreed upon marketing opportunities;

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

**PRAXIS** will register and act as a lobbyist for **AERO AGGREAGATES** in Nassau County, Suffolk County and New York State. **PRAXIS** will assist **AERO AGGREGATES** in completing their portion of the lobbying registration.

PRAXIS shall not, without **AERO AGGREGATES's** prior written consent on each occasion, release or disclose any information relating to **AERO AGGREGATES** that it learns in the course of its services hereunder and that are not generally known to the public to anyone, except as necessary to perform its duties hereunder.

**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.

\_\_\_ Date: 08/17/2020

By: PAUL TONNA, PRAXIS PUBLIC RELATIONS INC.

Accepted:

Date: 8/26/20

**AERO AGGREGATES** 

