



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.

Abrams, Fensterman, Fensterman, Eisman, Formato, Ferrara, Wolf, & Carone, LLP  
3 Dakota Drive, Suite 300  
Lake Success, New York 11042

Tom Alfano, Esq.: (516) 328-2300  
Rachel Demarest Gold, Esq.: (718) 215-5300

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

Yes. New York State and Nassau County.

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

Mobilitie  
594 Broadway, Suite 301  
New York, New York 10012

Momentum Solar div of Pro Custom Solar LLC  
45 Fairchild Avenue  
Plainview, New York 11803

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.**

Mobilitie: Outreach and education to local elected officials and authorities with jurisdiction regarding the placement and installation of 5G small-cell devices.

Momentum: Assist with securing Home Improvement Contractor License with Nassau County Office of Consumer Affairs.

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

Nassau County Legislature, Nassau County Attorney's Office, Nassau County Office of Consumer Affairs, Nassau County Executive.

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:

Yes. Tom Alfano donated to the Campaign of the Nassau County Clerk.

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: 8-3-17

Signed:



Print Name:

Rachel D. Gold

Title:

Partner

# ABRAMS FENSTERMAN

Abrams, Fensterman, Fensterman, Eisman, Formato, Ferrara & Wolf, LLP

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FIRM OFFICES  
Lake Success  
New York  
Rochester

## RETAINER AGREEMENT

This Agreement is made as of July 10, 2017 between Momentum Solar located at 325 High Street, Metuchen, New Jersey 08840 ("Client") and Abrams, Fensterman, Fensterman, Eisman, Formato, Ferrara and Wolf, LLP ("Counsel").

WHEREAS, Counsel is a law firm in the business of providing legal, regulatory, and government affairs services to corporate entities and individuals;

WHEREAS, Client is a solar energy company with an Office in Plainview, New York;

WHEREAS, Client is in need of legal services and wishes to engage Counsel to provide same regarding their Nassau County Home Improvement Contractor ("HIC") license;

NOW THEREFORE, the parties hereby agree as follows:

### I. INCLUDED SERVICES

The Client hereby retains Counsel for the rendering of the following services to the Client:

We will represent you regarding your HIC license with Nassau County, New York for a total of ten (10) hours. We will review your application and efforts made to date regarding said license and reach out to the appropriate authorities to determine what additional action, if any, is required to finalize the process and secure your license.

### II. FEES

Our time on this matter will be billed at our normal rates for the type of work involved. We strive to provide the highest quality representation on a cost-effective basis. This is accomplished in part by having each element of our work performed by the attorneys, paralegals and technical specialists with the appropriate skill and experience to do it. My and Partner Thomas Alfano's hourly rate for this type of matter is \$475.

### III. DISBURSEMENTS

Client agrees to assume and pay for all disbursements incurred in connection with this Agreement. Disbursements shall include but not be limited to reimbursement of costs associated with travel outside of the New York Metropolitan area.

**IV. RETAINER**

We will require a retainer of Four Thousand Seven Hundred Fifty (\$4,750) Dollars payable to Abrams, Fensterman, et al, LLP, for ten (10) hours work. If our efforts require more than these ten (10) hours, we will require an addendum to this retainer and an additional advance to re-establish the fund. If you fail to pay any additional retainer requested, we will have the right to withdraw from further representation.

**V. PAYMENT**

Our statements for services will be rendered to you on a monthly basis. If you request or require any changes to the format of our billings, including the amount of detail or itemization of our work, or if you have concerns with the accuracy or amount of any billing to you, you agree to notify us in writing within 60 days of receipt of the billing of any such concern, request, requirement or objection. Upon the expiration of the 60-day period, all billings not previously objected to in writing shall be deemed accepted and a part of this written agreement.

**VI. DISPUTES**

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Court, a copy of which will be provided to you upon request.

**VII. COMMENCEMENT**

This Agreement shall commence upon receipt of retainer proceeds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year below written.

**ABRAMS, FENSTERMAN, FENSTERMAN, EISMAN,  
FORMATO, FERRARA & WOLF, LLP**

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

Rachel Demarest Gold, Esq.  
Partner

Date: \_\_\_\_\_

7/13/17

**MOMENTUM SOLAR**

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

Arthur Souritzidis, CEO

Date: \_\_\_\_\_

7/11/17